



GOVERNMENT OF THE STATE OF SÃO PAULO
Secretariat for Investment Partnerships
INTERNATIONAL TENDER No. 010/2025
Concession of Rota Mogiana Lot

INTERNATIONAL TENDER No. 010/2025

CONCESSION OF PUBLIC SERVICES FOR EXPANSION, OPERATION, CONSERVATION,
MAINTENANCE AND IMPLEMENTATION OF THE INVESTMENTS NECESSARY FOR THE
OPERATION OF THE HIGHWAY SYSTEM CALLED THE ROTA MOGIANA LOT

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INTRODUCTION

The Government of the State of São Paulo, through the Secretariat for Investment Partnerships of the State of São Paulo makes public, through this INTERNATIONAL TENDER NOTICE No. 010/2025, the criteria and conditions for selection and contracting of the concession of public services of expansion, operation, conservation, maintenance, and making the necessary investments for the operation of the highway system called ROTA MOGIANA LOT, under the terms of the AGREEMENT and EXHIBITS.

The TENDER is open to TENDERERS from Brazil or abroad, individually or in CONSORTIUM, and the criterion for judging will be the highest value of the FIXED GRANT, to be paid by the WINNER to the GRANTING AUTHORITY, according to the rules established in this Tender Notice, in the AGREEMENT, and in the EXHIBITS.

The INTERNATIONAL TENDER will begin with the submission of the ENVELOPES, which may be presented either electronically, through the B3 BID PLATFORM, or physically, at the B3 headquarters, located at Rua XV de Novembro, No. 275, Centro Histórico, São Paulo/SP, ZIP Code 01010-090.

The ENVELOPES containing the necessary documentation to participate in the TENDER must be delivered by the interested parties according to the rules of this TENDER NOTICE, which, together with the AGREEMENT, EXHIBITS, and APPENDICES, will be available electronically, free of charge, in the period from the date of publication of this TENDER NOTICE until the DELIVERY OF THE ENVELOPES DATE, as provided in Section H - SCHEDULE of this TENDER NOTICE, on the website of the GRANTING AUTHORITY, as indicated in Section I - TENDER NOTICE Information.

To access the Data Room with studies and referential and non-binding documents of the Rota Mogiana Lot, those interested should send a message to the official email address indicated in Section I - TENDER NOTICE Information. The message must include the name, company, and email address of all individuals requesting access to the platform. Users will receive a confirmation email for registration after submission of the request.

The GRANTING AUTHORITY and the SPECIAL TENDER COMMITTEE are not responsible for the text or content of notices, attachments, or documents obtained or known in a form or place different from those indicated above.

A - AUTHORIZATION FOR PROCUREMENT

The inclusion of this CONCESSION within the scope of the Investment Partnership Program of the State of São Paulo (PPI-SP), established by State Decree No. 67,443, of 01/11/2023, was carried out by the Steering Committee of the Public-Private Partnership program – CGPPP and the Steering Committee of the State Privatization Program – CDPED, which make up the PPI-SP Committee, at the 1st meeting of the Investment Partnership Program of the State of São Paulo (PPI-SP), referring to the 37th Joint Ordinary Meeting, concerning the 273rd Ordinary Meeting of the Directing Council of the State Program for Privatization, established by virtue of State Law No. 9,361, of 07/05/1996, and at the 120th Regular Joint Meeting of the Management Council of the Public-Private Partnership program, established by force of State Law 11,688, of 05/19/2004, carried out on 02/28/2023.

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After analyzing all contributions received during the PUBLIC HEARINGS and PUBLIC CONSULTATION, the necessary adjustments were made, and the Concession Plan was approved by the Secretary for Investment Partnerships of the State of São Paulo.

The CDPED resolved to approve the project, as recorded in the Minutes of the 18th Joint Ordinary Meeting, corresponding to the 54th Ordinary Meeting of the CDPED and the Managing Council of the State Public-Private Partnership Program (CGPPP), the minutes of which were published in the Official Gazette on September 24, 2025.

State Decree No. 69,927, dated October 1, 2025, authorized the proposed CONCESSION of public services for the expansion, operation, conservation, maintenance, and necessary investments for the operation of the highway system called ROTA MOGIANA LOT, and approved the Regulation of the CONCESSION, and the minimum parameters for the bidding and delegation of public services subject to this TENDER NOTICE.

B – ADVANCE NOTICE

The opening notice of this INTERNATIONAL TENDER was published in the DOE/SP and in major national newspapers, Folha de S.Paulo and Valor Econômico, as well as in the international newspaper The Wall Street Journal, all on October 24, 2025. The full content of this TENDER NOTICE, together with its English translations, has been disclosed and is available for public and unrestricted access on the website of the GRANTING AUTHORITY, as indicated in Section I – Notice Information.

C - PUBLIC HEARING

the GRANTING AUTHORITY held PUBLIC HEARINGS on March 12, 13, and 14, 2025, in the cities of São João da Boa Vista, Mococa, and São Paulo, 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 relevant information and clarifications, ensuring the right to speak, as per the Hearing Regulations, duly published by GRANTING AUTHORITY.

The PUBLIC HEARINGS were announced in the DOE/SP edition of February 20, 2025, in the newspapers Folha de S.Paulo and Valor Econômico, as well as electronically on the website of the GRANTING AUTHORITY, as indicated in Section I – TENDER NOTICE Information.

D - PUBLIC CONSULTATION

The drafts of the TENDER NOTICE, AGREEMENT, EXHIBITS were submitted for PUBLIC CONSULTATION, and were available for access from February 20, 2025, to March 21, 2025, on the website of the Granting Authority, as indicated in Section I – TENDER NOTICE Information. The notice of the PUBLIC CONSULTATION was published in the DOE/SP, edition of February 20, 2025, in the newspapers Folha de S.Paulo and Valor Econômico, and on the website of the Granting Authority, as indicated in Section I – TENDER NOTICE Information.

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During the PUBLIC CONSULTATION period, GRANTING AUTHORITY received a series of contributions, questions, and suggestions regarding the drafts made available, and took advantage of the interaction with the public, through this channel, to improve the final documents. All contributions were analyzed, and the pertinent ones were incorporated into the published TENDER NOTICE, AGREEMENT and EXHIBITS.

E - APPLICABLE LEGISLATION

The present TENDER is governed by the rules contained in this TENDER NOTICE, in the AGREEMENT, in the EXHIBITS, and APPENDICES, as well as by Federal Law No. 8,987/1995, and State Laws 7,835/1992. Subsidiarily, this TENDER NOTICE is also governed by Federal Law No. 14.133/2021 and State Laws No. 6.544/1989 and No. 10.177/1998, the State Complementary Law No. 914/2002, State Law No. 9.361/1996, and State Decree No. 69.927/2025, and other rules governing the matter.

F - EXHIBITS AND APPENDICES

The following documents are EXHIBITS:

Exhibit 1	Concession Regulation
Exhibit 2	Highway System
Exhibit 3	Performance Indicators
Exhibit 4	Toll Structure
Exhibit 5	Services Corresponding to Operational Functions
Exhibit 6	Services Corresponding to Conservation Functions
Exhibit 7	Services Corresponding to Expansion Functions
Exhibit 8	Guidelines for the Tripartite Agreement
Exhibit 9	Transfer Instruments Signed
Exhibit 10	Return Conditions
Exhibit 11	Penalties
Exhibit 12	Functional Designs of the Granted Network
Exhibit 13	Schedule for Payment of Capital Stock
Exhibit 14	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 by GRANTING AUTHORITY</i>)
Exhibit 15	Regulation of the Transition of the Highway System to the Concessionaire
Exhibit 16	Glossary
Exhibit 17	The technical conditions compatible with the Initial Investments and necessary to execute the Agreement
Exhibit 18	Document Models

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Exhibit 19	Procedures Manual
Exhibit 20	Adoption of the Free Automatic System
Exhibit 21	Technical and Economic Feasibility Study (EVTE)
Exhibit 22	Demand Risk-Sharing Mechanism
Exhibit 23	Dispute Resolution

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

A.1	Registration of OAEs and OACs
A.2.	Interference
B	Registration of Liabilities
C	Files Related to the Performance Indicators
D	Account Management Agreement
E	Accesses
F	Digital Systems
G	Service Levels
H	Procedure for Submitting, Reviewing, and Approving Projects, Starting and Receiving Works
I	Geometric Adjustments

G - DEFINITIONS

For the purposes of this TENDER NOTICE, the AGREEMENT, EXHIBITS, and APPENDICES, unless expressly provided for otherwise, terms, phrases, and expressions written in capital letters or with initial capital letters shall be understood and interpreted in accordance with the provisions of EXHIBIT 16, and may be used in the plural or singular, without any change in meaning.

H – SCHEDULE

Event	Description of the Event	Date
1	Publication of the TENDER NOTICE	24/10/2025
2	Final deadline for requesting clarifications on the TENDER NOTICE	26/01/2026
3	Deadline for publishing responses to requests for clarifications	05/02/2026
4	Deadline for requesting the Technical Visit	19/02/2026
5	Final deadline for interposing objections to the TENDER NOTICE	20/02/2026

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6	Deadline for decision on the submitted objections	23/02/2026
7	ENVELOPE SUBMISSION DATE	24/02/2026 no later than 11:00 a.m. (MAXIMUM TIME)
8	Disclosure of the SPECIAL TENDER COMMITTEE's decision on the analysis of the documents contained in ENVELOPES A and B	26/02/2026
9	PUBLIC SESSION FOR OPENING OF THE PROPOSALS	27/02/2026 at 2:00 p.m.
10	Disclosure of the minutes of the evaluation of ENVELOPES C and D of the highest-ranked TENDERER, disclosure of the preliminary bidding results, and start of the appeal period	To be defined
11	End of appeal period	3 (three) business days from Event 10
12	Deadline for submission of counterarguments to any appeal	3 (three) business days from the date of notification of the appeal
13	Publication of (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
14	Proof, by the WINNING TENDERER, of the pre-contractual conditions set out in Item 17 of the TENDER NOTICE	Prior to the DATE OF EXECUTION OF THE AGREEMENT

I – TENDER NOTICE INFORMATION

Object	CONCESSION for the provision of public services for the expansion, operation, preservation, maintenance, and execution of the necessary investments for the operation of the highway system known as the Rota Mogiana Lot, pursuant to Item 1 of this TENDER NOTICE.
Base Date	April 2025
Official Website of the GRANTING AUTHORITY	https://www.parceriaseminvestimentos.sp.gov.br/projeto-qualificado/rota-mogiana/
Address of the GRANTING AUTHORITY	Rua Iaiá, 126, Itaim Bibi, São Paulo/SP, ZIP Code 04542-906
Official Email of the TENDER NOTICE	rotamogiana@sp.gov.br

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Award criteria	Highest FIXED GRANT amount
PROPOSAL GUARANTEE	R\$ 88.860.798,84 (base date)
Minimum Capital Contribution to the SPE as a condition for AGREEMENT Signing	R\$ 95.980.151,01 (base date)
Payment Amount to B3	R\$ 607.926,87, based on November 2024 values

CHAPTER I - GENERAL PROVISIONS

1. PURPOSE

1.1. The purpose of the present TENDER is the selection of the most advantageous proposal for the CONCESSION of the provision of public services for the expansion, operation, conservation, maintenance, and making of the necessary investments for the operation of the HIGHWAY SYSTEM called ROTA MOGIANA LOT, described in EXHIBIT 2, including:

- i. the preparation of the necessary projects, obtainment of the necessary approvals and ENVIRONMENTAL LICENSES, as well as the execution of works and investments to make the operation of the HIGHWAY SYSTEM feasible, all in accordance with the AGREEMENT, EXHIBITS, and APPENDICES, which must be detailed in the ORIGINAL INVESTMENT PLAN, to be prepared by the WINNER TENDERER based on the rules established in the AGREEMENT, especially in EXHIBITS 6, 7, and 21;
- ii. the execution and management of the DELEGATED SERVICES, to be provided on a mandatory and uninterrupted basis by the CONCESSIONAIRE, or by third parties hired by it, during the entire CONCESSION TERM, related to the functions of operation, conservation, expansion, exploration, and maintenance, described in the AGREEMENT, EXHIBITS, and APPENDICES;
- iii. the support in the performance of NON-DELEGATED SERVICES, of exclusive competence of the GRANTING AUTHORITY, not included in the scope of the CONCESSION, in accordance with the AGREEMENT and this TENDER NOTICE;
- iv. the management of the COMPLEMENTARY SERVICES, considered convenient, but not essential, to maintain the ADEQUATE SERVICE along the entire stretch granted, to be provided directly by the CONCESSIONAIRE or by third parties hired by it;
- v. obtainment, investment, and management of all the financial resources necessary for the execution of the purpose of the CONCESSION;
- vi. supply of goods necessary for the provision of the services covered by the CONCESSION; and
- vii. preventive and corrective maintenance of the CONCESSION ASSETS, including the RIGHT OF WAY, in order to keep them in full operation and capacity for the fulfillment of the provisions of the AGREEMENT.

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- 1.2. The specification of the above purpose is detailed in the AGREEMENT, the EXHIBITS, and the APPENDICES.
- 1.3. The execution of the object of this TENDER procedure shall comply with the provisions of the applicable laws, standards, and other procedures, as set forth in this TENDER NOTICE, the AGREEMENT, the EXHIBITS, and the APPENDICES, as well as in the documentation submitted by the WINNER TENDERER.

2. VALIDITY AND TERM OF DURATION

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

3. ESTIMATED AGREEMENT VALUE

- 3.1. The ESTIMATED VALUE OF THE AGREEMENT is R\$ 8,886,079,884.11 (eight billion, eight hundred eighty-six million, seventy-nine thousand, eight hundred eighty-four reais and eleven centavos), based on the base date indicated in Section I – TENDER NOTICE Information, corresponding to the estimated total of the investments to be made by the CONCESSIONAIRE. This value is merely indicative and cannot be invoked by the TENDERER for any purpose, nor can it be used by any of the Parties or by ARTESP, after the DATE OF EXECUTION OF THE AGREEMENT, as a basis for adjustments to the economic-financial equilibrium of the AGREEMENT or for any other purpose that would rely on the ESTIMATED VALUE OF THE AGREEMENT as a reference for indemnities, reimbursements, or similar purposes.

4. CLARIFICATIONS AND OBJECTION TO THE TENDER NOTICE

- 4.1. The interested parties may forward, by the day established in Section H – SCHEDULE a request for clarifications and information about the TENDER, also observing that:
 - i. requests for clarifications should be submitted to the SPECIAL TENDER COMMITTEE, with the subject line “Rota Mogiana Lot | Requests for Clarification”, written in the Portuguese language of Brazil, with the questions arranged according to the template provided in EXHIBIT 18, in Excel and/or Word format, and also in PDF;
 - ii. the answers to the questions will be published on the website of the GRANTING AUTHORITY, as indicated in Section I – TENDER NOTICE Information, without identifying the party who submitted the request;
 - iii. clarifications, addenda, or communications will become an integral part of this TENDER NOTICE, provided that the requirement in item 4.1.2 of this TENDER NOTICE is observed, binding the GRANTING AUTHORITY, ARTESP, 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 TENDER 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

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allowed.

- 4.1.1. At the discretion of the SPECIAL TENDER COMMITTEE, periodic responses may be published, following the same formalities described in the item 4.1, for timely requests for clarifications.
- 4.1.2. Only clarifications, addenda, or communications published on the GRANTING AUTHORITY website, as indicated in Section I – TENDER NOTICE Information, in PDF format, containing the signature of the member of the CEL.
- 4.2. Any citizen is entitled to challenge this TENDER NOTICE, and such challenge shall be submitted to the CEL in the same manner as the requests for clarification described in Item 4.1 of this TENDER NOTICE, within 3 (three) business days from the date set for the ENVELOPE SUBMISSION DATE, as provided in Section H – SCHEDULE. The CEL shall review, assess, and decide on the challenge within 3 (three) business days, limited to the business day preceding the newly designated Envelope Submission Date, as provided in Section H – SCHEDULE.
 - 4.2.1. For compliance with the form of presentation indicated by item 4.2, compliance with any model will 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 TENDER NOTICE.
- 4.3. All correspondence, requests for clarification, objections, or any other documents related to the TENDER shall preferably be submitted electronically to the email address of the TENDER NOTICE referred to in Section I – TENDER NOTICE Information. Such documents shall be deemed submitted on the date they are sent by the sender, provided they are transmitted by 11:59 p.m. (Brasília time) on the same day.
 - 4.3.1. Correspondence, requests for clarification, challenges, or any other documents related to the TENDER may also be submitted physically at the address of the GRANTING AUTHORITY referred to in Section I – TENDER NOTICE Information. Such documents shall be considered delivered on the date of receipt by the recipient, except when delivery occurs after 5:30 p.m. (Brasília time).
 - 4.3.2. The provisions of Items 4.3 and 4.3.1 of this TENDER NOTICE shall not apply to the procedures set forth in Item 9.
- 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 the present TENDER or that have been formulated differently from that established in item 4.1 of this TENDER NOTICE.
- 4.5. The SPECIAL TENDER COMMITTEE 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.

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- 4.6. If the change in the TENDER NOTICE affects the formulation of the PRICE PROPOSAL, under the terms of article 55, §1º, of Federal Law No. 14,133/2021, SPECIAL TENDER COMMITTEE will modify the DELIVERY OF THE ENVELOPES DATE set in Section H – SCHEDULE, 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 are also extended.
- 4.7. The information, studies, research, surveys, assessments, designs, spreadsheets, and other documents or data related to the project subject to this TENDER and its operation, made available by the GRANTING AUTHORITY, which are not included as EXHIBITS or APPENDICES, were prepared and obtained solely as a reference for feasibility studies and do not carry any binding effect or create any liability for the GRANTING AUTHORITY vis-à-vis the potential TENDERES or the future CONCESSIONAIRE.

5. TECHNICAL VISIT

- 5.1. Those interested in conducting technical visits for knowledge and verification of the existing infrastructure that will be assumed by the CONCESSIONAIRE, in the physical and operational conditions in which the HIGHWAY SYSTEM is found, 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 checking of any other information deemed necessary for the proper provision of the DELEGATED SERVICE, should send to CEL, by the date set forth in Section H – SCHEDULE, an electronic correspondence to the official email of this TENDER NOTICE, as indicated in Section I – TENDER NOTICE Information, with the subject line “Lote Rota Mogiana| Visita Técnica” [Rota Mogiana Lot | Technical Visit] including an attached document in PDF format specifying and qualifying the representatives of the interested company who will attend 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 CEL, until the DELIVERY OF THE ENVELOPES DATE.
- 5.3. Once the electronic correspondence is received by CEL and the necessary requirements indicated in this TENDER NOTICE are fulfilled, an e-mail will be sent to the interested party to schedule the date and time for the technical visit, which must be accompanied by members of the GRANTING AUTHORITY, the SPECIAL TENDER COMMITTEE, DER/SP, or their designated representatives.
- 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 DER/SP 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 effect, in addition to the technical visit, the interested parties may conduct technical inspections, surveys, and pertinent

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analyses, on their own account and at their own expense, to properly know the conditions of the HIGHWAY 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 must be listed in the application, respecting any technical impossibilities, duly justified by CEL.
- 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, not allowing the demanding of any additional information from those who attended the technical visit in accordance with Item 5.3 of this TENDER NOTICE.
 - 5.6.1. Any clarifications must be requested in writing by the interested parties or TENDERERS, in the manner and within the deadline established in Item 4.1 of this TENDER NOTICE.
 - 5.6.2. 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 the present TENDER.
- 5.8. The GRANTING AUTHORITY will consider that the PRICE PROPOSALS to be presented by TENDERERS were prepared with perfect knowledge of the conditions of the services rendered and of the HIGHWAY SYSTEM, 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.
- 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 D, according to the template in EXHIBIT 18.
- 5.10. The TENDERER that decides not to carry out the technical visit must submit a statement inside the envelope containing the QUALIFICATION DOCUMENTS, stating that it is aware that it had the possibility of conducting the technical visit and getting to know the entire HIGHWAY 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, per the terms of item 14.27, subsection xiv, of the TENDER NOTICE, according to the template in EXHIBIT 18.

6. AWARD CRITERIA - FIXED GRANT

- 6.1. The TENDER shall be conducted and evaluated based on the criterion of the Highest FIXED GRANT Amount.
- 6.2. The TENDERER shall prepare the PRICE PROPOSAL in accordance with the template provided in EXHIBIT 18, which must indicate the amount of the FIXED GRANT.

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- 6.2.1. The TENDERER that, after the bidding phase (if applicable), offers the highest FIXED GRANT amount to be paid by the WINNING TENDERER as a condition for AGREEMENT signing, considering a MINIMUM FIXED GRANT of R\$ 13,329,545.80 (thirteen million, three hundred twenty-nine thousand, five hundred forty-five reais and eighty centavos), based on the base date indicated in Section I – TENDER NOTICE Information, shall be declared the winner.
- 6.2.2. Any PRICE PROPOSAL offering an amount below the MINIMUM FIXED GRANT shall be disqualified.
- 6.2.3. The values as VARIABLE GRANT will be paid according to the discipline provided for in the AGREEMENT, and must not be included in the PRICE PROPOSAL.

7. CONCESSIONAIRE REMUNERATION

- 7.1. For the preparation of the PRICE PROPOSAL and for the eventual bidding phase, the TENDERERS must consider that, in return for the delegation of the contractual object of the CONCESSION, the CONCESSIONAIRE will have the right to charge the USERS of the HIGHWAY SYSTEM, in accordance with the principles of fairness and affordability, observing what is defined in the draft AGREEMENT and, especially, in EXHIBIT 4.
- 7.2. Besides the provisions of item 7.1 above, the CONCESSIONAIRE's remuneration may include the ANCILLARY REVENUE, explored in accordance with the pertinent legislation and in the form and limits established in the AGREEMENT.
- 7.3. The GROSS TOLL REVENUE and the gross ANCILLARY REVENUE will be considered for the purpose of calculating the amount due as VARIABLE GRANT and as SUPERVISION CHARGE.

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 TENDER NOTICE.
- 8.2. The TENDERERS may, at their discretion, enter into a brokerage contract with an ACCREDITED PARTICIPANT, and such contract, if the TENDERERS choose, must be made under the terms of the B3's MANUAL OF PROCEDURES 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. The interested party may not participate in the TENDER, alone or in a CONSORTIUM:

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- 8.3.1. 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;
 - 8.3.2. 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;
 - 8.3.3. 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;
 - 8.3.4. whose bankruptcy has been decreed;
 - 8.3.5. 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;
 - 8.3.6. that has been forbidden, by CADE's plenary, to participate in tenders promoted by the PUBLIC ADMINISTRATION, due to the commission of a violation to the economic order, per the terms of article 38, subsection II, of Federal Law No. 12,529/2011, altered by Law No. 14,230/2021;
 - 8.3.7. 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;
 - 8.3.8. 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;
 - 8.3.9. 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;
 - 8.3.10. 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 article 62, subsections IV and V, of State Decree No. 68,155/2023; and
 - 8.3.11. controlling, controlled or affiliated companies, as defined in Law No. 6,404, of December 15, 1976, competing with each other; or
 - 8.3.12. 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. A person who, in the last six (6) months from the date of publication of the TENDER NOTICE, has been a public servant of the contracting agency/entity responsible for the

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TENDER or a public servant or officer of the agency/entity responsible for the management or monitoring of the AGREEMENT, who, in the previous six (6) months, has acted in any way in acts of management, execution, or decision-making in the AGREEMENT, pursuant to article 9, §§ 1º and 2º, of Federal Law No. 14,133/2021, may not participate directly or indirectly in the execution of the AGREEMENT by the CONCESSIONAIRE.

- 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, §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 responsible technical 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. For the purposes of item 8.4 of this Tender Notice, ARTESP, DER, CPP, the Secretariat for Partnerships and Investments, the Secretariat for Environment, Infrastructure and Logistics, all of the State of São Paulo, and any individuals or legal entities that have acted directly in the formulation of the TENDER documents are considered to be the contracting agency/entity responsible for the TENDER and for the management and monitoring of the AGREEMENT.
- 8.5. 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.
- 8.6. 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 8.6, 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.
- 8.7. In the case of a CONSORTIUM, the following rules must 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;

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- 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 CONCESSION 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 DATE OF THE AGREEMENT;
- 8.8.5. the CONSORTIUM can be formed exclusively by foreign companies and entities, without the participation of Brazilian entities;
- 8.8. 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.
- 8.9. 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 will not be liable, under any circumstances, for such costs, whatever the procedures followed in the TENDER or its results.

CHAPTER II – TENDER DOCUMENTS

9.FORM OF PRESENTATION OF THE ACCREDITATION DOCUMENTS, PROPOSAL GUARANTEE, PRICE PROPOSAL AND QUALIFICATION DOCUMENTS

- 9.1. The CREDENTIAL DOCUMENTS, PROPOSAL GUARANTEE, PRICE PROPOSAL and QUALIFICATION DOCUMENTS required in this TENDER shall be submitted alternatively:
 - (i) in digital format through the B3 BID PLATFORM; or
 - (ii) in physical form at B3's headquarters, in accordance with the procedure set forth in this TENDER NOTICE.
- 9.1.1. Partial submission of documents by the means provided for in this TENDER NOTICE shall not be accepted. Therefore, the TENDERER that opts to submit its documents through the B3 BID PLATFORM shall present all ENVELOPES in that system. Likewise, if opting for physical delivery, all ENVELOPES must be submitted at B3's headquarters. ENVELOPES partially submitted, regardless of the means, shall be deemed as not delivered for all purposes, and only full submissions of ENVELOPES by a single means of delivery shall be considered valid, pursuant to item 14.15.
- 9.2. After the MAXIMUM TIME has elapsed, no other ENVELOPE and/or document shall be

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received, and no claims or appeals shall be accepted.

- 9.3. Only ENVELOPES submitted by one of the two methods indicated in item 9.1 above shall be accepted, in accordance with the established procedure. Delivery by mail or by any other method not provided for in this TENDER NOTICE shall not be accepted.
- 9.4. All documents and certificates submitted in this TENDER must be within their respective validity periods.
 - 9.4.1. Any document submitted after its expiration date shall be deemed not delivered, and the TENDERER shall bear the consequences of the missing documentation.
 - 9.4.2. Except for documents that are not subject to periodic renewal, documents that do not specify a validity period in their text, by law, or in this TENDER NOTICE, shall be deemed valid if issued within 180 (one hundred and eighty) days prior to the DELIVERY OF THE ENVELOPES DATE.
- 9.5. Only ACCREDITED REPRESENTATIVES or ACCREDITED PARTICIPANTS, as defined in this TENDER NOTICE, may perform any acts related to the PUBLIC SESSIONS, and interference by assistants or any other individuals shall be prohibited.
- 9.6. In the event of discrepancies between figures and their written-out form, the written-out form shall prevail.
- 9.7. All documents containing amounts expressed in foreign currency, when not prohibited by this TENDER NOTICE, shall have their values converted into Brazilian currency (R\$), using the selling exchange rate (PTAX) published by the Central Bank of Brazil on the business day immediately preceding the publication date of this TENDER NOTICE.
- 9.8. It is recommended that the templates contained in this TENDER NOTICE be used for standardization purposes.
- 9.9. The absence of any of the declarations required from the TENDERER in this TENDER NOTICE may be remedied by a formal written declaration of equivalent content, submitted during the PUBLIC SESSIONS and expressly recorded in the minutes, or during a procedure carried out by the CEL, as provided in item 14.4 of this TENDER NOTICE.
- 9.10. The CREDENTIAL DOCUMENTS, PRICE PROPOSAL, PROPOSAL GUARANTEE, as well as the QUALIFICATION DOCUMENTS and any other documents required and submitted in this TENDER, shall be presented in clear language, without erasures, amendments, or interlineations.
- 9.11. When the document consists of a copy of an Official Gazette or newspaper, a legible copy must be attached, allowing identification of the publication date, section, and page of the edition in which it was published.

The documentation to be submitted by foreign Tenderers

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- 9.12. Foreign TENDERERS, which do not have authorization to operate in Brazil, must, 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 must be expressly indicated in the documents presented when they are accredited.
- 9.13. Foreign companies or entities that do not operate in Brazil must comply, to the extent possible, with the QUALIFICATION CONDITIONS by submitting equivalent documents, duly authenticated by the Consulate General of Brazil in their country of origin and translated, and must have legal representation in Brazil with express powers to receive service of process and to respond administratively and judicially.
- 9.13.1. Foreign companies from States that are signatories to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, enacted in Brazil by Federal Decree No. 8,660/2016, may replace the authentication requirement referred to in item 9.13 above with the apostille referred to in Articles 3 and 4 of said Convention. The documentation and the corresponding apostille must be translated.
- 9.13.2. The QUALIFICATION DOCUMENTS equivalent to those required in this TENDER NOTICE must be submitted in a manner that allows clear identification of their validity, enforceability, and effectiveness, and the TENDERER must indicate which item of the TENDER NOTICE each document corresponds to.
- 9.13.3. In the event that there are no equivalent documents to those required in this TENDER NOTICE, the TENDERER must submit a statement declaring such fact, in accordance with the model set forth in EXHIBIT 18.
- 9.13.4. The TENDERERS shall be exempt from providing translations of documents in cases where such documents, even if issued abroad, are drafted in the Portuguese language, including those presented in a bilingual (side-by-side) format with another language.
- 9.13.5. In the case referred to in item 9.13.1, the apostille may only be waived if the document is an original; it shall be required if the document bears the credentials of a notary or other officer responsible for signature recognition.
- 9.14. Foreign companies or entities that do not operate in Brazil must submit a declaration stating that, for the purposes of participating in this TENDER, they will comply with the laws of the Federative Republic of Brazil, including the provisions of the sole paragraph of Article 70 of Federal Law No. 14,133/2021, in accordance with the model set forth in EXHIBIT 18.
- 9.15. The documents of foreign TENDERERS will be presented as follows:
- 9.15.1. the PRICE PROPOSALS, as well as all correspondence, information, and

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communications related to the bidding procedures, must be written in the Portuguese language of Brazil, official language of this TENDER, and have the amounts expressed in Brazilian currency (Brazilian Real).

9.15.2. All documentation submitted by foreign TENDERERS must be understood and interpreted according to that language.

9.15.3. Documents of foreign origin presented in other languages must be certified by a notary public 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, except in the case of catalogs, publications, manuals, technical reports, and the like.

9.16. If any of the TENDERERS points out a material divergence between the document in the original language and its translation, the SPECIAL 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.

9.16.1. If a divergence is found between the document in the original language and the translation, identified by the SPECIAL TENDER COMMITTEE through diligence, or through consideration of any appeal, the original text will control.

10. ENVELOPE A – ACCREDITATION DOCUMENTS

10.1. For the ACCREDITATION of ACCREDITED REPRESENTATIVE with the SPECIAL TENDER COMMITTEE, the following documents must 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 commercial board, in the case of simple and limited companies;
 - b. bylaws in effect, duly registered with the commercial board, in the case of corporations, accompanied:
 - b.1. by minutes of the shareholders' meeting that elected the current board of directors, duly registered with the commercial board, 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 management, duly registered with the commercial board, in the case of companies that have a board of directors, together with the minutes of the shareholders' meeting that elected the current management, duly registered with the commercial board;

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- c. in case of investment funds, the documents indicated in item 13.5.4, subsections i to vii.
- III. in the case of a CONSORTIUM, representation will be by the lead company, and must 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 must 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, moreover, 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.
- 10.2. 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.
- 10.3. In the event the TENDERER chooses to be represented through an ACCREDITED PARTICIPANT, 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.
- 10.4. Each ACCREDITED REPRESENTATIVE may only exercise powers of representation for only one TENDERER.
- 10.5. 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 TENDER NOTICE.
- 10.6. The TENDERER that does not fulfill the requirements for accreditation of its representative will be impeded from taking the floor 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.
- a. The TENDERERS may accredit representatives, observing the quantitative

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limitation and other documents indicated above, as well as substitute or revoke accreditation already carried out in another session.

- b. The procedure for replacement and/or ACCREDITATION of new representatives will consist of manifestation, to the SPECIAL TENDER COMMITTEE, of the intention to revoke or substitute ACCREDITATION and/or the indication of new representatives.

10.6.b.1. The manifestation to which item 10.6.2 refers may be done in 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 10.1 must be submitted in a PUBLIC SESSION or electronically, observing the requirements of this NOTICE.

- c. 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 a communication from the SPECIAL TENDER COMMITTEE.

10.7. The accreditation of the TENDERER's representative does not constitute a condition for submitting the envelopes.

10.8. Inside ENVELOPE A, the documents associated with the hiring of the ACCREDITED PARTICIPANT should also be included, if the TENDERER has hired one.

- a. In the event of item 10.8, the ACCREDITED PARTICIPANT shall represent the TENDERER before B3.
- b. The documents of the ACCREDITED PARTICIPANT must be submitted as set forth in B3's MANUAL OF PROCEDURES, EXHIBIT 19.

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

11. ENVELOPE B – PROPOSAL GUARANTEE

General conditions of the PROPOSAL GUARANTEE applicable to all accepted modalities

11.1. In guarantee of fulfillment of the obligation to sign the future contractual instrument and the other obligations assumed because of its participation in the TENDER, the TENDERER must provide a PROPOSAL GUARANTEE in the minimum amount referred to in item I – TENDER NOTICE Information, with a validity period of one hundred and eighty (180) days, counted from the DELIVERY OF THE ENVELOPES DATE, as set forth in item H – SCHEDULE, in accordance with item 11.5 of this TENDER NOTICE.

- a. The PROPOSAL GUARANTEE may be provided the payment of (i) fines, (ii)

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penalties, and (iii) indemnities owed by the TENDERER to the GRANTING AUTHORITY or to ARTESP, due to total or partial non-performance by the TENDERER of the obligations assumed as a result of its participation in the TENDER.

11.1.a.1. In the case of fines and penalties, the applicable amounts and the typified conducts are set forth in Item 11.6 of this TENDER NOTICE.

11.1.a.2. In the case of indemnities, the amount shall be determined in due course according to the damages caused and the seriousness of the TENDERER's conduct.

11.1.a.3. In any event, the enforcement of the PROPOSAL GUARANTEE may only occur after the regular administrative procedure provided for in State Law No. 10.177/1998, subject to the conditions of the policy and the maximum amount referred to in Item I – TENDER NOTICE Information for the PROPOSAL GUARANTEE.

b. The PROPOSAL GUARANTEE shall be issued in favor of the GRANTING AUTHORITY.

c. Except as otherwise mandatorily provided by law or regulation, the PROPOSAL GUARANTEE shall cover all events occurring during its validity period, even if the claim is reported by the GRANTING AUTHORITY after the expiration of the PROPOSAL GUARANTEE, as provided for in Article 20 of SUSEP Circular No. 662/2022.

d. No modification to the terms and conditions of the submitted PROPOSAL GUARANTEE shall be permitted, except with the express prior consent of the GRANTING AUTHORITY at the time of its renewal, or for purposes of restoring its economic value and enforceability conditions.

e. In the modalities in which the PROPOSAL GUARANTEE is formalized through documents, such instruments shall not contain liability exclusions other than those provided for in applicable law, including the regulations of the Superintendence of Private Insurance (SUSEP) in the case of surety insurance, which would prevent enforcement by the GRANTING AUTHORITY in the circumstances described in this TENDER NOTICE as grounds for its execution.

f. The BID BOND shall comply with the rules set forth in the B3 PROCEDURES MANUAL.

11.2. In the case of a CONSORTIUM, the PROPOSAL GUARANTEE may be provided by any of its member companies or divided among them in any proportion, and shall guarantee the obligations assumed by all consortium members as a result of their participation in the TENDER.

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

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- I. Cash deposit;
 - II. Public Debt Securities;
 - III. Performance Bond;
 - IV. Bank guarantee;
 - V. Capitalization bonds.
- 11.4. The BID BOND of the WINNER TENDERER shall be returned after the execution of the AGREEMENT and the submission of the PERFORMANCE GUARANTEE for the AGREEMENT.
- a. The PROPOSAL GUARANTEE of the other TENDERERS shall be returned within 10 (ten) business days from the date of execution of the CONCESSION AGREEMENT by the winning bidder, or from the date on which the tender is declared unsuccessful.
- 11.5. If the BIDDING PROCESS exceeds the 180 (one hundred and eighty) day validity period of the PROPOSAL GUARANTEE set forth in Item 11.1, the TENDERERS that remain interested in continuing in the TENDER shall, either voluntarily or when requested to do so, submit documents evidencing the renewal of the PROPOSAL GUARANTEE, at their own expense. Any TENDERER that fails to provide proof of such renewal when requested shall be disqualified from the TENDER process, and shall not be subject to the penalties provided for in Item 11.6.
- a. The maintenance of the TENDERERS' QUALIFICATION CONDITIONS is subject to the proper renewal of its respective PROPOSAL GUARANTEE, pursuant to Item 11.5.
 - b. Upon renewal, the amount of the PROPOSAL GUARANTEE shall be adjusted by the variation of the IPCA/IBGE index, for the period between the DELIVERY OF THE ENVELOPES DATE, as set forth in Item H – SCHEDULE of this TENDER NOTICE, and the most recent index officially published prior to the renewal of the PROPOSAL GUARANTEE.
- 11.6. The commission of any of the acts listed below by any TENDERER shall result in the application of a fine equivalent to the amount of the PROPOSAL GUARANTEE, as indicated in the minimum value referred to in Item I – TENDER NOTICE Information:
- a. Withdrawing its PRICE PROPOSAL during its validity period, except for a supervening reason duly accepted by CEL;
 - b. Submitting any document or information known to be false, or omitting information relevant for the purposes of this TENDER, including those related to the QUALIFICATION CONDITIONS, the conditions of participation in the TENDER, or the PRICE PROPOSAL, as provided in this TENDER NOTICE;

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- c. As WINNER TENDERER, failing to comply with the conditions or to submit the required documents for contracting within the established deadlines;
 - d. Failing to maintain the PROPOSAL GUARANTEE under the conditions set forth in this TENDER NOTICE;
 - e. If WINNER TENDERER, failing to sign the AGREEMENT within the period established in the call notice, whether due to failure to meet pre-contractual requirements or withdrawal;
 - f. Committing any act intended to frustrate the objectives of the TENDER, or acting in bad faith to delay it; and
 - g. Committing any act that results in a declaration of ineligibility to contract with the PUBLIC ADMINISTRATION.
 - h. The PROPOSAL GUARANTEE shall also secure, after the regular administrative procedure provided for in State Law No. 10.177/1998, the payment of fines and penalties — up to the maximum amount of the PROPOSAL GUARANTEE submitted by the TENDERER — and indemnities owed by the TENDERER to the GRANTING AUTHORITY as a result of total or partial non-performance of the obligations assumed in the TENDER. In such cases, the amount shall be determined in due course according to the damages caused and the seriousness of the TENDERER's conduct.
 - i. Except as otherwise mandatorily provided by law or regulation, the PROPOSAL GUARANTEE shall cover all events occurring during its validity period, even if the claim is reported by the GRANTING AUTHORITY after the expiration of the PROPOSAL GUARANTEE, pursuant to Article 20 of SUSEP Circular No. 662/2022.
- 11.7. The GRANTING AUTHORITY shall be designated as the beneficiary of the instruments formalizing the PROPOSAL GUARANTEE, which may be enforced under any of the circumstances described in this TENDER NOTICE.
- a. No modification to the terms and conditions of the submitted PROPOSAL GUARANTEE shall be permitted, except with the express prior consent of the GRANTING AUTHORITY at the time of its renewal, or for purposes of restoring its economic value and enforceability conditions.

11.8. Any BIDDER that fails to submit the PROPOSAL GUARANTEE, or whose PROPOSAL GUARANTEE is not accepted by CEL due to non-compliance with the requirements of this TENDER NOTICE, shall be disqualified.

PROPOSAL GUARANTEE in the form of Surety Bond

11.9. The PROPOSAL GUARANTEE presented in the form of a surety bond must be issued by an insurance company authorized to operate in Brazil, in accordance with the legislation in force at the time of its submission, and shall be evidenced by the presentation of the surety bond policy, as well as the following documents:

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- i. Certificate of Records;
- ii. Certificate of Licensing; and
- iii. Certificate of Administrators.

11.10. In addition to the conditions set forth in item 11.1, the PROPOSAL GUARANTEE presented in the form of a surety bond must include the following additional provisions:

- i. Name the GRANTING AUTHORITY as the insured party, with the following information: Secretaria de Parcerias em Investimentos do Governo do Estado de São Paulo, CNPJ No. 96.480.850/0001-03, address: Rua Iaiá, 126, Itaim Bibi, São Paulo/SP, ZIP Code 04542-906;
- ii. Include an express statement that the insurer is aware of and accepts the terms and conditions of this TENDER NOTICE;
- iii. Include an express statement that the insurer acknowledges the right of the GRANTING AUTHORITY to demand from the insurer the payment of indemnification due to the TENDERER's failure to comply with the obligations covered by the policy, in the events provided for in this TENDER NOTICE;
- iv. Include an express provision that, in the event of enforcement of the PROPOSAL GUARANTEE, the insurer shall make payment of the amounts due within a maximum period of thirty (30) days from the date on which all documents required for the characterization and adjustment of the claim have been submitted, in accordance with the policy;
- v. Include an express provision prohibiting the cancellation of the surety bond policy due to full or partial non-payment of the premium by the TENDER;
- vi. Include an express provision stating that all events occurring during the term of the policy shall be covered by the insurance, even if the claim is notified by the GRANTING AUTHORITY after the policy expiration date, subject to the applicable limitation periods;
- vii. Not contain any clause exempting the TENDER or the insurer from liability, or any clause causing loss of rights of the GRANTING AUTHORITY, including in the special or particular conditions, except for those required by law or regulation, and exclusively the list of excluded risks set forth in the B3 PROCEDURES MANUAL – EXHIBIT 19; and
- viii. Comply with the requirements set forth in EXHIBIT 18 and in the B3 PROCEDURES MANUAL.
 - a. Failure to reproduce the exact wording of EXHIBIT 18 shall not be deemed noncompliance, provided that the provisions contained in the model set forth in EXHIBIT 18 are reproduced in the special or particular conditions of the policy.
 - a. If the PROPOSAL GUARANTEE presented in the form of a surety bond contains any clause incompatible with the provisions of this TENDER NOTICE, including clauses that exclude risks not listed in the B3 PROCEDURES MANUAL – EXHIBIT 19, the

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TENDER shall submit a declaration, signed by the insurer, stating (i) that such clauses shall not apply to this TENDER; and (ii) that the surety bond shall remain valid and effective for all cases provided for in this TENDER NOTICE.

PROPOSAL GUARANTEE in the form of Cash Deposit

- 11.11. The PROPOSAL GUARANTEE provided in Brazilian currency shall be:
- (i) deposited with Banco do Brasil, Branch 1897-X, checking account No. 100893-5, held by the GRANTING AUTHORITY – CNPJ/MF No. 96.480.850/0001-03, no later than 24 (twenty-four) hours before the ENVELOPE SUBMISSION DATE, as set forth in item H – SCHEDULE, with proof of deposit included in ENVELOPE B; or
 - (ii) submitted in the form of a cashier's check issued by a FINANCIAL INSTITUTION.
- 11.12. In the case of submission of the PROPOSAL GUARANTEE by cashier's check, it must be issued by a FINANCIAL INSTITUTION, ensuring the validity and enforceability of the instrument.
- 11.13. Prior to the PUBLIC SESSION FOR OPENING OF PROPOSALS, the PROCUREMENT COMMISSION shall process the cashier's check and transfer the amount of the PROPOSAL GUARANTEE to the bank account indicated in item 11.10(i) of this TENDER NOTICE.
- 11.14. If the PROPOSAL GUARANTEE is submitted on behalf of the TENDERER's legal representative or attorney-in-fact, the provisions of the final part of Article 663 of the Brazilian Civil Code of 2002 shall apply, whereby the attorney-in-fact is personally liable if acting in their own name, even if the transaction is on behalf of the principal.

PROPOSAL GUARANTEE in the form of Government Bonds

- 11.15. If presented in the form of government bonds, the PROPOSAL GUARANTEE shall be provided at the nominal value of the bonds, which may not be subject to any restrictions such as inalienability, non-seizure, non-transferability, or compulsory acquisition.
- a. Only government bonds listed in the B3 PROCEDURES MANUAL (EXHIBIT 19) shall be accepted, provided they are issued in book-entry form and registered in a centralized settlement and custody system authorized by the Central Bank of Brazil, accompanied by proof of their current validity, liquidity, and value.

PROPOSAL GUARANTEE in the form of Bank Guarantee

- 11.16. The PROPOSAL GUARANTEE presented in the form of a bank guarantee must be issued by a commercial, investment, and/or multiple bank authorized to operate in

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Brazil, in accordance with Brazilian legislation and the applicable financial sector regulations, and shall comply with the provisions of the B3 PROCEDURES MANUAL – EXHIBIT 19.

- 11.17. The PROPOSAL GUARANTEE must be submitted in its original version, accompanied by evidence of the signatory's authority to execute the document.
- a. It will not be necessary to submit evidence of signatory powers for bank guarantees and surety bonds if the issuing institutions have an updated registration as guarantee issuers with B3.
 - b. The banking institutions issuing bank guarantees must have the Embratel EMVIA system in place to enable B3 to verify the authenticity of the instrument.

PROPOSAL GUARANTEE in the form of Capitalization Bond

- 11.18. The PROPOSAL GUARANTEE presented in the form of a capitalization bond must comply with the following requirements:
- i. The issuing Capitalization Company must be duly incorporated and authorized to operate by SUSEP and must not be under fiscal management, intervention, or extrajudicial liquidation;
 - ii. The bond(s) must identify the TENDER as the holder, in accordance with the rules of this TENDER NOTICE applicable to consortia;
 - iii. The bond(s) must identify the GRANTING AUTHORITY as the assignee, be fully paid-up, and have a total redemption value corresponding at least to the amount indicated in item I – TENDER NOTICE Information;
 - iv. Electronically issued bond(s) with digital certification must be verifiable for authenticity on the websites of the issuing Capitalization Company and/or SUSEP;
 - v. The nominal value of the bond(s) shall be considered, and they may not be subject to clauses of inalienability, non-seizure, non-transferability, or compulsory acquisition;
 - vi. Physically issued capitalization bond(s) must bear the signatures of the issuing Capitalization Company's legal representatives with notarized signatures.

12. ENVELOPE C - PRICE PROPOSAL

12.1. The PRICE PROPOSAL will be presented as per item 9.1, inside Envelope C, and will observe the conditions described below.

12.2. The PRICE PROPOSAL will be formalized by the value of the FIXED GRANT to be paid by the WINNING TENDERER, as a condition for execution of the AGREEMENT, being

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presented in Brazilian Reais (R\$) to, at most, two decimal places.

12.3. Each TENDERER shall, at its own cost and risk, conduct surveys and studies, as well as develop projects to support the submission of its PROPOSAL OF PRICE.

12.4. Only PRICE PROPOSALS, including those submitted during any bidding phase, that cover the entirety of the object of this TENDER shall be considered, and the amount offered shall be paid by the WINNER TENDERER as a condition for the execution of the AGREEMENT.

12.5. The PRICE PROPOSAL must follow the model in EXHIBIT 18.

- a. In the event of divergence between the numerical value and its respective long form, the latter will control.

12.6. The TENDERER must be aware that the PRICE PROPOSAL offered:

- i. is irrevocable, irreversible, and unconditional;
- ii. cannot present a value lower than the value provided for for the MINIMUM FIXED GRANT indicated in item 6.2.1, under penalty of disqualification;
- iii. will be valid for one hundred and eighty (180) days, during which all conditions must be maintained, counted from the DATE OF ENVELOPE SUBMISSION, as set forth in item H – SCHEDULE of this TENDER and may be extended if so agreed with the TENDER COMMITTEE, in accordance with the provisions of item 11.5;
- iv. should consider (i) the conditions of the HIGHWAY SYSTEM; (ii) all investments, costs, expenses, and taxes necessary for exploration of the CONCESSION, observing the conditions and rules established in the AGREEMENT, EXHIBITS, and APPENDICES;
- v. 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;
- vi. should consider the term of the CONCESSION, in accordance with item 2 of this TENDER NOTICE;
- vii. shall consider all investments necessary for full compliance with the AGREEMENT, already provided for as a contractual obligation of the CONCESSIONAIRE, according to this TENDER NOTICE, the draft AGREEMENT, the EXHIBITS, and APPENDICES;
- viii. should consider the SCHEDULE FOR PAYMENT OF THE SPE'S CAPITAL STOCK, as per AGREEMENT and EXHIBIT 13;
- ix. should consider the deductions on the TOLL FARE paid by the USERS and to the ANCILLARY REVENUES, in particular any incidence of the QUALITY AND PERFORMANCE INDEX, the incidence of the SUPERVISION CHARGE, and the VARIABLE GRANT, as described in the AGREEMENT and the EXHIBITS;

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- x. should consider own resources to be contributed to the SPE by the WINNER, in addition to the minimum paid-in capital;
- xi. should 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;
- xii. should 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;
- xiii. 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 D;
- xiv. shall consider the application of the Special Regime of Incentives for Infrastructure Development - REIDI, governed by Federal Law No. 11,488, of June 15, 2007, throughout the CONCESSION TERM.
- xv. may, at its own expense and risk, consider the incidence of any tax benefits already instituted at the time of presentation of the PRICE PROPOSAL, being that any non-obtainment of the benefit will not result in economic and financial rebalancing of the AGREEMENT;
- xvi. it should be assumed that the effects of Constitutional Amendment No. 132, dated December 20, 2023, were not considered in the AGREEMENT.

12.7. The PRICE PROPOSALS must be presented on the base date set forth in item I – TENDER NOTICE Information, and, at the time of payment of the FIXED GRANT, the amounts must be duly adjusted for inflation by the IPCA/IBGE, in accordance with Clause 3.2 of the AGREEMENT.

13. ENVELOPE D - QUALIFICATION CONDITIONS

13.1. The TENDERER must present documentation that proves its LEGAL QUALIFICATION, TAX, SOCIAL AND LABOR GOOD STANDING, TECHNICAL QUALIFICATION, and ECONOMIC AND FINANCIAL QUALIFICATION, per the terms of this TENDER NOTICE.

13.2. In the case of a CONSORTIUM, each consortium member must individually fulfill the requirements relating to LEGAL QUALIFICATION, TAX AND LABOR GOOD STANDING, and ECONOMIC AND FINANCIAL QUALIFICATION.

13.3. The requirements of TECHNICAL QUALIFICATION may be met, in the case of a CONSORTIUM, through any of the consortium members, alone or the sum of the certificates, in accordance with item 13.17.2.

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13.4. The TENDERER will be disqualified who, on the date of delivery of the QUALIFICATION DOCUMENTS:

- i. does not meet the conditions established in this TENDER NOTICE;
- ii. does not meet the conditions for participation set forth in item 8 of this TENDER NOTICE; or
- iii. presents a false or invalid document, without prejudice to application of the applicable administrative, civil, and criminal sanctions.

A. Legal Qualification

13.5. The documents listed below must be submitted by the individual TENDERER or each company participating in the CONSORTIUM:

13.5.1. 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;

- a. 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 must also be submitted;
- b. The publication of documents proving authorization to participate in the tender will not be required, with it sufficing to present a document that proves that the corporate act required for the authorization was performed, if this is a requirement specified in the founding document of the TENDERER.

13.5.2. In the case of corporations and limited liability companies, proof of election/appointment of the acting officers and directors of the TENDERER, filed with the Board of Trade or with the competent registry office, according to the law;

13.5.3. 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 body, when the activity so requires;

13.5.4. If the TENDERER is an investment fund, it must 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 body;
- iii. bylaws and amendments, if any, duly registered in the Securities and

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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 or the investment fundmanager, in accordance with its bylaws, 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 of the administrator or the investment fund manager, in accordance with the fund's bylaws;
- 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 or the investment fund manager, in accordance with the fund's bylaws, holds the necessary powers to represent it in all acts and for all purposes of theTENDER, 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.

13.5.5. If the TENDERER is an open or closed complementary pension welfare entity, it must 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 body, and declaration/certificate that the plans and benefits administered by it are not under liquidation or intervention by the regulatory entity.

13.5.6. If the TENDERER is a FINANCIAL INSTITUTION, it must 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.

13.6. The consortium companies must present a public or private commitment of incorporation of a CONSORTIUM, signed by all the consortium members, encompassing, at least, the following information:

- i. name of the CONSORTIUM;
- ii. identifying 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 incorporation, with headquarters and administration in Brazil, in the State of São Paulo;

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- 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 answer, individually and jointly, for all the requirements of the call notice and for the acts performed by the CONSORTIUM, in the scope of the TENDER, until execution of the CONCESSION AGREEMENT;
- vii. term of duration of the CONSORTIUM, which must 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;
- viii. power-of-attorney granting the leading company express, irrevocable, and irreversible powers to be the sole legal representative of the CONSORTIUM before the SPECIAL TENDER COMMITTEE and GRANTING AUTHORITY, with full powers to appoint ACCREDITED REPRESENTATIVES, receive notices, subpoenas, and summons regarding matters related to the TENDER or AGREEMENT, as well as to agree with conditions, compromise, appeal, and withdraw from appeals, commit to sign, in the name of the CONSORTIUM, any papers and documents related to the scope of the TENDER, until the organization of the SPE.

13.6.1. 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 13.6, above, and as indicated in 13.27.

13.6.2. The power-of-attorney referred to in subsection viii of item 14.6 may be presented as an integral part of the commitment to form the CONSORTIUM, through an express provision on the granting 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.

13.7. The TENDERERS, as well as each participant of the CONSORTIUM, must 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.

13.8. For TENDERERS organized as investment funds, compliance with the provisions of item 13.7, above, must consider the existence of majority shareholders, or of a body 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, labor and social good standing

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

- i. Proof of registration in the National Register of Corporate Taxpayers of the Ministry of Finance (CNPJ/ME);
- 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, pertinent to its field 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 issues found 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, pertinent to its field of activity and compatible with the contractual scope;
- v. Certificate of good standing with the Guarantee Fundo de Garantia do Tempo de Serviço ["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.

13.9.1. For TENDERERS organized as investment funds, if it is not possible to present the certificate mentioned in item v, regarding regularity with the FGTS, it may be replaced by a statement signed by the fund's legal representative, in accordance with its bylaws, accompanied by documents evidencing that the fund has no employees directly hired under its name.

13.10. All certificates listed above must be within the validity period.

13.11. If any certificate presented in accordance with item 14.10, above, shows outstanding 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.

13.11.1. The documents provided for in item 13.11, above, will not replace, under any circumstances, presentation of the certificates listed in item 13.9, and are intended to allow the CEL 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

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that payment of the tax or the suspension of its demandability is proven.

13.12. Proof of requests for certificates shall not be accepted.

C. Economic and financial qualification

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

- i. in the case of Business Companies and investment funds, Certificate of Bankruptcy, Scheme of Arrangement, 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 one hundred and eighty (180) 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, one hundred and eighty (180) days prior to the date of its delivery.
- iii. in the case of an investment fund, the TENDERER must present, in addition, a clearance certificate or certificate with issues found 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 one hundred and eighty (180) days prior to the date of its delivery.

13.14. The TENDERERS must 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 reorganizations.

13.14.1. The presentation of the certificate indicated in item 13.14, above, is exempt 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 must 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.

13.15. If there is any judicial action filed in the modalities referred to in the subsections i and ii of item 13.13, the TENDERER must present the updated certificate of purpose and status that shows the status of the case.

13.16. 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, must be proved.

D. Technical Qualification

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13.17. In order to demonstrate its TECHNICAL QUALIFICATION, the individual TENDERER or the CONSORTIUM must demonstrate aptitude for the performance of activity in characteristics, quantities, and deadlines pertinent and compatible with the scope of the TENDER, through the presentation of attestation(s) of technical capacity, in the name of the TENDERER, or of a professional linked to it, issued by legal entity(ies) governed by public or private law, or by a regulations and/or an inspection body, proving previous experience, throughout at least twelve (12) months, as responsible for the management/administration of infrastructure assets, that has generated annual gross operational income of, at least, three hundred million reais (R\$ 300,000,000.00).

13.17.1. To prove the requirements in item 13.17, above, a sum of certificates will be admitted, provided that in one of the certificates participation is demonstrated as responsible for management/administration of infrastructure assets that have generated annual operating revenue of at least one hundred and fifty million reais (R\$ 150,000,000.00).

13.17.2. 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 13.17.1.

13.17.3. The following will be considered responsible, for the purposes of the item 13.17:

- 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 manager;
- 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 ten percent (10%); or
- iv. a participant otherwise involved in the management/administration of the infrastructure asset, with a position that gives him decision-making powers in the management/administration of the infrastructure asset.

13.17.4. For the purposes of item 13.17, the assets that are part of the infrastructure systems will be considered infrastructure assets:

- i. communications;
- ii. transportation or transportation logistics;
- iii. energy;
- iv. production, distribution, or refining of fuels;

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- v. basic sanitation;
- vi. housing; or

- vii. provision of public services.

- 13.17.5. To meet the technical qualification required in item 13.17, it will not be required that the TENDERER have participated in the administration of the infrastructure asset in its implementation phase.
- 13.17.6. For the purposes of items 13.17 and 13.17.1, the historical values of annual operating revenue generated by the infrastructure asset shall be adjusted by applying the variation of the IPCA/IBGE index that occurred between the month preceding the reference date indicated in the certificate (inclusive) and the month preceding the reference date set forth in Item I – TENDER NOTICE Information. If the certificate does not indicate a reference date, the month preceding the certificate's issuance date shall be considered.
- 13.17.7. The certificates of technical responsibility, when presented in the name of a professional, whether an individual or a legal entity, will only be accepted if the qualified professional has a link with the TENDERER by the end of the date for submitting the envelopes.
- 13.17.7.1. Proof of the link can be provided by means of articles of association, a record in the professional card, an employee file, a labor contract, or a technical assistance contract, or service provision contract, depending on whether the professional is an individual or a legal entity.
- 13.17.7.2. Proof of the link may also be given by means of a letter or contract of intent signed between the TENDERER and the professional, whether an individual or a legal entity, indicating that, in the event the TENDERER is the winner, it will assume the obligation to participate in the CONCESSION through one of the forms of a link indicated in item 13.17.6.1.
- 13.17.7.3. The relationship of the TENDERER with the professional(s), whether an individual or a legal entity(ies), must continue, at least, until the EXECUTION DATE OF THE AGREEMENT, observing the provisions of the AGREEMENT as to the substitution of the technical responsible with others that meet the technical qualification requirement.
- 13.17.7.4. It is not forbidden for the qualified professional to have a link to more than one TENDERER.
- 13.18. For the purposes of proving the qualification required in item 13.17, documents such as contracts, letters, or declarations from FINANCIAL INSTITUTIONS, regulatory agencies, or the granting authority, as the case may be, as well as audited financial statements of the projects carried out or another document that demonstrates the experience required, will be admitted as equivalent to the certificates, as long as, in any case, those documents are able to attest the requirements provided for in item 13.17.
- 13.19. The experience required in this TENDER NOTICE may also be proven by means of certificates issued on behalf of a controlled, controlling, or affiliated company and/or

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companies under common control of the TENDERER, directly or indirectly, and of a foreign parent company of a Brazilian affiliate, as long as the situation (of a controlled, controlling, or affiliated company and/or companies under common control, directly or indirectly, and of a foreign parent company of a Brazilian affiliate) is duly proven and has been in effect since before the publication of this TENDER NOTICE.

13.19.1. The relationship between the TENDERER and the company holding the documents proving the experience contained in the item 13.19, above, must be proven through the presentation of:

- i. organizational chart of the ECONOMIC GROUP that demonstrates the corporate relationship(s) between the TENDERER and the company holding the aforementioned confirmatory documents; and
- ii. corporate documents, under the terms of the applicable legislation, that support the corporate relationships indicated in that organizational chart, such as articles of association, bylaws, share registry books (including book-entry shares), share transfer registry books (including book-entry shares), and quotaholders' or shareholders' agreements.

13.19.1.1. In the case of the item 13.19, the TENDERER must prove that the company holding the certificate does not violate any of the restrictions on participation in the TENDER provided for in item 8 of this TENDER NOTICE, and consultations must be done in the registers indicated in item 14.39, and the clearance certificate referred to in 13.13, subsections i or ii, as the case may be, as well as the documents provided for in item 13.9.

13.19.2. In the case of investment funds, certificates issued in the name of companies controlled by investment funds under the same administrator and/or manager as the TENDERER will be admitted, provided that the administrator has acted in the condition of manager during the period of verification of the experience that is intended to be proven.

13.20. In the case of corporate changes and mergers, incorporations, or company splits, the certificates will only be considered if accompanied by documentary and unequivocal proof of definitive transfer of the technical collection, except if the case also falls under the scenario of item 13.19, when it must then observe the requirements provided for in that item.

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

13.21. Without prejudice to the provisions of item 13.18 and 13.25.1, the documents and certificates must be issued by agencies or public or private entities contracting the scope attested, on letterhead of the declarant, with an identification of its legal representative and information for possible contact by the SPECIAL TENDER COMMITTEE.

13.22. The conformity of the certificates and their information can be confirmed through due diligence. If the veracity of the information on the TECHNICAL QUALIFICATION cannot be proven, the TENDERER will be disqualified and subject to the penalties provided for in this TENDER NOTICE.

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- 13.23. 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. 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, § 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 14.17.3 for the purposes of determining the party responsible for the management/administration of the infrastructure asset;
 - vii. location for conducting the activities and services;
 - viii. corporate name of the issuer; and
 - ix. name and identification of the signatory.
- 13.24. The certificates 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 twelve (12) months established in item 13.17 is observed.
- 13.25. If the recommended content provided for in item 13.23 is not in the respective certificate(s), the missing information, if necessary in the opinion of the SPECIAL TENDER COMMITTEE, may be proven by other documents, including, if applicable, a declaration from the TENDERER, and it is incumbent on the SPECIAL TENDER COMMITTEE, if it believes it is pertinent and necessary for analysis of the TECHNICAL QUALIFICATION, to take steps to make sure the information is correct.
- 13.25.1. 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 must be accompanied by the necessary documents to prove their veracity.
- 13.26. In the case of TENDERERS constituted in the form of an investment fund, proof of TECHNICAL QUALIFICATION held by its manager will be accepted.

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13.26.1. The TENDERER must 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.

13.26.1.1. Under no circumstances will the documents listed in item 1326.1, above, replace the certificate.

E. Representations

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

- i. Declaration of good standing with the Special Bureau of Social Security and Labor of the Ministry of Economy, in compliance with the provisions of article 7, subsection XXXIII, of the Federal Constitution, according to the template in EXHIBIT 18;
- ii. Representation that the TENDERER is not in the process of:
 - a. bankruptcy;
 - b. judicial or extrajudicial liquidation;
 - c. insolvency;
 - d. special temporary administration; or
 - e. intervention, according to the template in EXHIBIT 18;
- iii. Declaration of no impediment of participation in the TENDER, according to the template in EXHIBIT 18, attesting that:
 - a. it has not been declared ineligible by any federative sphere, not being prohibited from bidding or contracting with the PUBLIC ADMINISTRATION due to being included in the National Registry of Punished Companies - CNEP and in the National Registry of Ineligible and Suspended Companies - CEIS, both of the Federal Government and in the State Register of Punished Companies - CEEP of the State of São Paulo;
 - b. it is not fulfilling a penalty of temporary suspension or impediment 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 scope of this representation; and
 - d. it is not convicted, by final and unappealable decision, to the penalty of interdiction of rights due to the commission of environmental crimes, as

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regulated in article 10, of Federal Law No. 9,605/1998.

- iv. Declaration of good standing as to the standards relating to health and safety at work, per the terms of article 117, sole paragraph, of the Constitution of the State of São Paulo, according to the template in EXHIBIT 18;
- v. Declaration of compliance of the economic proposals with the full coverage of costs for observing labor rights guaranteed by the Federal Constitution, labor laws, infralegal regulations, collective bargaining agreements, and terms of conduct adjustment in effect on the date of proposal submission, in accordance with §1 of Article 63 of Federal Law No. 14,133/2021;
- vi. Declaration of compliance with the requirements for reserving positions for persons with disabilities and for rehabilitated individuals from Social Security, as provided by law and other specific regulations, in accordance with EXHIBIT 18;
- vii. Declaration of awareness that any record(s) in the Registry of Unpaid Debts of State Agencies and Entities - state 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 of the sanction(s) preventing contracting with the GRANTING AUTHORITY, with record(s) of sanction(s) described:
 - a. in item 8.3.1 or 8.3.2 of this TENDER NOTICE in the Electronic System of Application and Registration of Administrative Sanctions - e-Sanctions (State Decree No. 61,751/2015);
 - b. in item 8.3.1 or 8.3.2 of this TENDER NOTICE in the National Registry of Ineligible and Suspended Companies - CEIS (Federal Law No. 12,846/2013);
 - c. in item 8.3.5 of this TENDER NOTICE in the National Registry of Ineligible Companies - CNEP and in the State Register of Punished Companies - CEEP of the State of São Paulo; or
 - d. in item 8.3.8 of this TENDER NOTICE, in the National Register of Civil Condemnsations for Acts of Administrative Improbity and Ineligibility - CNIA of the National Council of Justice, according to the template in EXHIBIT 22;
- ix. Declaration, according to the template in EXHIBIT 22, that the TENDERER:
 - a. is subject to all the conditions of the TENDER NOTICE;
 - b. has full knowledge of the operation and maintenance activities covered by the CONCESSION;
 - c. has full knowledge of the HIGHWAY SYSTEM, of the conditions of

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the route that is part of the scope of the CONCESSION AGREEMENT, as well as of the nature and complexity of the necessary services and investments;

- d. is responsible for the veracity of all information contained in the documentation and proposal submitted; and
- e. received all the elements of this TENDER NOTICE, was aware of all the information and conditions for fulfillment of the obligations of the TENDER, and considered the information received sufficient for preparation of its proposal;
- x. Representation, according to the template in EXHIBIT 18, that only wood products and byproducts of exotic origin, or products and byproducts listed in Normative Instruction No. 21, dated December 24, 2014, of the Brazilian Institute of Environment and Renewable Natural Resources (IBAMA), will be used in the execution of the contracted services, acquired from a legal entity duly registered in CADMADEIRA, in accordance with State Decree No. 66,819, dated June 6, 2022;
- xi. Representation of financial capacity in EXHIBIT 18, through which the TENDERER must represent that it possesses or has the capacity to obtain enough financial resources to fulfill the obligations of providing its own resources and obtaining resources from third parties necessary for the execution of the scope of the CONCESSION, including the obligation to pay the capital of the SPE in the amount of at least R\$ 95,980,151.01 (ninety-five million, nine hundred and eighty thousand, one hundred and fifty-one reais and one cent), at the reference date indicated in item I – TENDER NOTICE Information, until the EXECUTION DATE OF THE AGREEMENT, in the event it becomes the winner of this TENDER;
- xii. Declaration of commitment to purchase the EXECUTION GUARANTEE, according to the template presented in EXHIBIT 18 and respecting the minimum values presented therein, through which the TENDERER, in the event it wins the bidding procedure, undertakes to contract, without provisions that allow exemption from liability, except in cases allowed in this TENDER NOTICE, the guarantee mentioned as a condition for executing the CONCESSION AGREEMENT;
- xiii. Declaration that will comply, at the time of executing the AGREEMENT, with the requirements listed in EXHIBIT 17, by any of the means indicated therein, according to the template in EXHIBIT 18;
- xiv. Certificate of performance of the technical visit, in the event that one opts for its performance, per the terms of item 5.9 of the TENDER NOTICE, or, alternatively, a declaration, under the terms of item 5.10 of this TENDER NOTICE, that it has opted to formulate a proposal without the performance of a technical visit, and that it affirms that it is aware of the local conditions for fulfillment of the obligations under the CONCESSION.

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- xv. Declaration, according to the model in EXHIBIT 18, committing to, in the event of being awarded the object of the TENDER, make payment to B3 as provided in the B3 PROCEDURES MANUAL, in the amount indicated in Item I – TENDER NOTICE Information, to be updated annually by the IPCA/IBGE.
- 13.28. All representations in the previous item must be submitted individually, by each TENDERER or CONSORTIUM member, with the exception of the representations in the item 14.27, subsections vii to xiv, which, in the case of participation in a CONSORTIUM, may be issued by the CONSORTIUM itself, through its lead company.

CHAPTER III - TENDER PROCEDURE

14. GENERAL PROCEDURE

14.1. Any disputes regarding the application of the TENDER DOCUMENT, for purposes of interpreting rules related to the TENDER procedure, shall be resolved according to the following criteria, in the following order:

- i. the TENDER NOTICE;
- ii. the AGREEMENT;
- iii. the EXHIBITS;
- iv. the B3 PROCEDURES MANUAL, contained in EXHIBIT 19.

14.1.1. In case of discrepancies between the Portuguese and English versions, the Portuguese version shall prevail.

14.2. The TENDER governed by this TENDER NOTICE shall be divided into nine stages:

- (i) submission of ENVELOPES on the ENVELOPE SUBMISSION DATE, in digital format via the B3 BID PLATFORM, or in physical format at the B3 headquarters;
- (ii) verification of the regularity of CREDENCIATION and PROPOSAL GUARANTEES;
- (iii) PUBLIC SESSION FOR OPENING OF PROPOSALS;
- (iv) consultation of registries and systems;
- (v) verification of the QUALIFICATION DOCUMENTS of the highest-ranked TENDERER;
- (vi) publication of the preliminary tender result;
- (vii) single appeal phase, if filed;
- (viii) publication of the final TENDER result; and
- (ix) ATIFICATION AND ADJUDICATION, according to PROCEDURE.

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- 14.3. The TENDER shall be processed and judged by the SPECIAL TENDER COMMITTEE, duly established, in compliance with the rules, procedures, and deadlines set forth in this TENDER NOTICE and in the act establishing it, with operational support from B3 to assist in conducting the TENDER and performing related activities.
- 14.4. At any stage of the TENDER, the SPECIAL TENDER COMMITTEE may carry out diligences aimed at clarifying or complementing the record of the process, and may also:
- 14.4.1. Request, at any time, clarifications from TENDERERS regarding PROPOSAL GUARANTEES, PRICE PROPOSALS, bids, and/or QUALIFICATION DOCUMENTS submitted, allowing correction of formal or material defects, or supplementation of deficiencies, which must be remedied within the deadline set by the SPECIAL TENDER COMMITTEE, under penalty of disqualification of the PRICE PROPOSAL or ineligibility of the TENDERER.
- 14.4.2. Extend the deadlines provided in the TENDER NOTICE, in the event of public interest, force majeure, or unforeseeable circumstances, without TENDERERS being entitled to compensation or reimbursement of costs and expenses for any reason.
- 14.5. Diligences conducted by the SPECIAL TENDER COMMITTEE shall not create requirements not provided for in the TENDER NOTICE, pursuant to Article 64 of Federal Law No. 14,133/2021.
- 14.6. In the interest of formality and to enhance competition in the TENDER, material errors or nonconformities shall not impair the ranking or qualification of any TENDERER, provided they can be effectively remedied by the measures set forth in item 14.4.
- 14.6.1. Pursuant to Article 64, §1 of Federal Law No. 14,133/2021, irrelevant material errors may be remedied by a reasoned act of the SPECIAL TENDER COMMITTEE itself, when diligences referred to in item 14.6 above are not required.
- 14.7. Throughout the procedure, the International Finance Corporation (IFC) and its consultants, as well as B3, may assist in the process to the extent requested by the SPECIAL TENDER COMMITTEE.

Public Sessions

- 14.8. At the end of each PUBLIC SESSION, a detailed record shall be drafted, as provided in this TENDER NOTICE, to be signed by the members of the SPECIAL TENDER COMMITTEE, with optional signature by the CREDENCIATED REPRESENTATIVES of the TENDERERS.
- 14.8.1. The SPECIAL TENDER COMMITTEE shall always make its decisions in a reasoned written form, attaching the corresponding decision and rationale to the TENDER process records.
- 14.9. PUBLIC SESSIONS shall be audio- and video-recorded, and the recordings shall be added to the TENDER process records after their conclusion, pursuant to §5 of Article 17 of Federal Law No. 14,133/2021.

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- 14.9.1. The envelope submission procedure shall follow the same procedure provided in item 14.9.
 - 14.9.2. The SPECIAL TENDER COMMITTEE may, at its sole discretion, close the PUBLIC SESSIONS.
 - 14.9.3. Unopened ENVELOPES may be collected by interested parties within 30 (thirty) days after the AGREEMENT execution. If not collected within this 30-day period, they will be destroyed without any further notice.
- 14.10. Correction of formal defects in the documents submitted by TENDERERS shall be allowed within a deadline set by the SPECIAL TENDER COMMITTEE, pursuant to item 14.4.1, without prejudice to the conduct of the tender procedure, in observance of the principle of formality instrumentalization.
- 14.11. Substitution of any ENVELOPE content shall result in disqualification of the TENDERER.
- 14.12. Except as provided in item 9.12, notarization of signatures on documents required in this TENDER is waived, pursuant to Article 12, V, of Federal Law No. 14,133/2021.

A. Submission of ENVELOPES

- 14.13. The TENDER shall commence with the submission of ENVELOPES A - ACCREDITATION DOCUMENT, B - PROPOSAL GUARANTEE, C - PRICE PROPOSAL, and D - QUALIFICATION DOCUMENTS, as referred to in this TENDER NOTICE, either digitally through the B3 BID PLATFORM or physically at B3's headquarters, located at Rua XV de Novembro No. 275, Centro, São Paulo/SP, in accordance with the guidelines set forth in this TENDER NOTICE and in Exhibit 19 – B3 Procedures Manual.
- 14.14. The ENVELOPES must be submitted no later than the MAXIMUM TIME on the ENVELOPE SUBMISSION DATE, as provided in Item H – SCHEDULE, either digitally or physically.
- 14.14.1. For physical submission, the TENDERERS may deliver the ENVELOPES at B3's headquarters starting sixty (60) minutes before the MAXIMUM TIME. Delivery may be made by any messenger or by the ACCREDITED PARTICIPANT, in the case of TENDERERS that have opted for its engagement.
 - 14.14.2. For digital submission, TENDERERS may begin uploading the ENVELOPES on the B3 BID PLATFORM from 9:00 a.m. on the ENVELOPE SUBMISSION DATE and must complete and confirm the submission before the MAXIMUM TIME.
- 14.15. After the MAXIMUM TIME for submission of ENVELOPES, as provided in Item H – SCHEDULE of this TENDER NOTICE, and before the opening of the physical ENVELOPES,

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the SPECIAL TENDER COMMITTEE shall verify, through the B3 BID PLATFORM, whether the TENDERER that submitted the ENVELOPES physically also submitted them digitally. In the event of dual submission, the first complete submission recorded shall prevail, based on the official delivery timestamp, subject to the provisions of Item 9.1.1.

14.15.1. In the event of dual submission and where the first complete submission was made digitally, pursuant to the above item, the physical ENVELOPES shall be immediately returned to the ACCREDITED REPRESENTATIVES or ACCREDITED PARTICIPANTS, and neither the SPECIAL TENDER COMMITTEE nor B3 shall be responsible for their safekeeping.

14.15.2. THE SPECIAL TENDER COMMITTEE shall record the exact time of delivery of the physical ENVELOPES in a specific document, a copy of which shall be signed by the Committee's representatives and by the messenger of the TENDERER.

14.15.2.1. The record of the digital ENVELOPE submission time shall be made according to the timestamp tools available on the B3 BID PLATFORM.

14.16. After the ENVELOPES have been received, the ACCREDITATION of the TENDERERS' ACCREDITED REPRESENTATIVES and ACCREDITED PARTICIPANTS, if any, shall be carried out before the SPECIAL TENDER COMMITTEE, in accordance with the requirements set forth in Item 11.

Submission of ENVELOPES via the B3 BID PLATFORM

14.17. TENDERERS opting to submit the ENVELOPES through the B3 BID PLATFORM must, by the ENVELOPE SUBMISSION DATE specified in Item H – SCHEDULE of this TENDER NOTICE, be duly registered on the B3 BID PLATFORM, pursuant to Exhibit 19 – B3 PROCEDURES MANUAL.

14.18. Registration for access to the B3 BID PLATFORM by any interested party does not imply its decision to participate in this TENDER but merely constitutes a step to access the virtual environment for ENVELOPE submission.

14.19. Registration may be completed at any time by interested parties, and it is recommended that such registration be requested from B3 at least forty-eight (48) hours before the ENVELOPE SUBMISSION deadline provided in Item H – SCHEDULE of this TENDER NOTICE.

14.20. B3 shall maintain confidentiality, until the MAXIMUM TIME referred to in Item H – SCHEDULE of this TENDER NOTICE, regarding all interested parties that have registered or submitted ENVELOPES through the B3 BID PLATFORM.

14.21. Interested parties may request specific training from B3 regarding the use of the B3 BID PLATFORM, by e-mail to leiloes@b3.com.br, which may be provided up to the business day preceding the ENVELOPE SUBMISSION DATE, as stated in Item H – SCHEDULE of this TENDER NOTICE.

14.22. Interested parties may not claim ignorance of the operation of the B3 BID PLATFORM

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due to errors in file upload.

14.23. TENDERERS are exclusively responsible for completing all necessary steps for registration and access to the B3 BID PLATFORM, as well as for uploading all documentation required under this TENDER NOTICE.

14.23.1. Users registered by TENDERERS on the B3 BID PLATFORM must demonstrate that they are duly authorized to represent the TENDERER in the management of information within the system, pursuant to Exhibit 19 – B3 PROCEDURES MANUAL.

14.23.2. The B3 BID PLATFORM user is not to be confused with the ACCREDITED REPRESENTATIVE, although there is no restriction preventing the same individual from performing both roles, provided all requirements of this TENDER NOTICE are met.

14.24. Any questions regarding the use of the B3 BID PLATFORM must be submitted directly to B3, as provided in Item 14.21.

14.24.1. Clarifications provided by B3 regarding the use of the B3 BID PLATFORM shall not be confused with the clarifications referred to in Item 4.1, and shall be answered exclusively by B3, without any involvement of the SPECIAL TENDER COMMITTEE.

14.25. TENDERERS are solely responsible for the integrity and authenticity of the documents submitted electronically through the B3 BID PLATFORM.

14.26. Documentation submitted via the B3 BID PLATFORM must be presented in its native digital format or in clearly scanned PDF files, unrestricted and with Optical Character Recognition (OCR).

14.27. Original documents issued in physical form must comply with the provisions of Federal Decree No. 10,278, of March 18, 2020, meeting all digitization requirements applicable to public entities.

14.28. THE SPECIAL TENDER COMMITTEE may, at its sole discretion and at any time during the TENDER, request the submission of original physical documents if deemed necessary to verify the authenticity of digitalized documents submitted through the B3 BID PLATFORM.

14.29. TENDERERS are responsible for maintaining a stable connection with the B3 BID PLATFORM during all required acts, and the SPECIAL TENDER COMMITTEE and B3 shall bear no responsibility for access issues, except in cases of instability of the B3 BID PLATFORM itself.

14.30. TENDERERS must comply with the navigation and submission instructions for the B3 BID PLATFORM set forth in Exhibit 19 – B3 PROCEDURES MANUAL, without prejudice to additional clarifications as provided in Item 14.21 of this TENDER NOTICE.

Submission of ENVELOPES in Physical Form

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14.31. TENDERERS opting to submit their ENVELOPES physically at B3's headquarters shall, on the ENVELOPE SUBMISSION DATE provided in Item H – SCHEDULE of this TENDER NOTICE, submit the documents required under Item 9.1 in four (4) separate, opaque, sealed, and tamper-proof ENVELOPES, identified as follows:

i. ENVELOPE A - ACCREDITATION DOCUMENTS:

ENVELOPE A - ACCREDITATION DOCUMENTS

International Tender Notice No. 010/2025 - Concession of the public services of expansion, operation, conservation, maintenance, and making the necessary investments for the exploration of the Highway System called Rota Mogiana Lot.

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

[CORPORATE NAME OF THE ACCREDITED PARTICIPANT, IF HIRED]

ii. ENVELOPE B – PROPOSAL GUARANTEE:

ENVELOPE B - PROPOSAL GUARANTEE

International Tender Notice No. 010/2025 - Concession of the public services of expansion, operation, conservation, maintenance, and making the necessary investments for the exploration of the Highway System called Rota Mogiana Lot.

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

[CORPORATE NAME OF THE ACCREDITED PARTICIPANT, IF HIRED]

iii. ENVELOPE C - PRICE PROPOSAL:

ENVELOPE C - PRICE PROPOSAL

International Tender Notice No. 010/2025 - Concession of the public services of expansion, operation, conservation, maintenance, and making the necessary investments for the exploration of the Highway System called Rota Mogiana Lot.

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

[CORPORATE NAME OF THE ACCREDITED PARTICIPANT, IF HIRED]

iv. ENVELOPE D - QUALIFICATION DOCUMENTS:

ENVELOPE D - QUALIFICATION DOCUMENTS

International Tender Notice No. 010/2025 - Concession of the public services of expansion, operation, conservation, maintenance, and making the necessary investments for the exploration of the Highway System called Rota Mogiana Lot.

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

[CORPORATE NAME OF THE ACCREDITED PARTICIPANT, IF HIRED]

- 14.32. The contents of each of the four (4) ENVELOPES must 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.
- 14.32.1. All documentation submitted in printed form must be accompanied by a true copy on magnetic media, in PDF (Adobe Acrobat) format, with Optical Character Recognition (OCR).
- 14.32.1.1. The submission on magnetic media referred to in the previous item must correspond to a specific pen drive for the documentation of each ENVELOPE, including all possible volumes contained therein, and shall form part of the contents of the respective ENVELOPE.
- 14.32.1.2. The pen drives must be labeled with the identification of the TENDERER and a description of their contents.
- 14.32.1.3. In the event of any discrepancy between the printed documents and those recorded on magnetic media, the printed versions shall prevail.
- 14.32.1.4. Possible recording errors or failures in the content of the electronic files shall not constitute grounds for disqualification or ineligibility of the TENDERER, provided that the corrected versions are submitted during the clarification procedures referred to in Item 14.4 of this TENDER NOTICE.
- 14.33. 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.
- 14.34. 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".
- 14.35. The documents must be presented in their original form or in the form of a copy certified by a Notary Public, or a simple copy accompanied by the original for authentication by a member of the SPECIAL TENDER COMMITTEE, or a declaration of authenticity by a lawyer,

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under their personal responsibility.

- 14.35.1. The PROPOSAL GUARANTEE must be presented in its original form, except in cases of performance bond and public debt securities issued digitally, for which a printed copy of the digital form must be presented, observing the specific rules on the contribution of public securities, contained in the B3's PROCEDURES MANUAL.
- 14.35.2. Exception to the rule provided for in item 14.5.1 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.
- 14.35.3. The documents may be signed electronically, provided a digital certificate is used, in accordance with article 12, §2º, of Federal Law No. 14,133/2021, article 10, §1º, of Executive Order No. 2,2002/2001, and article 7 of State Decree No. 64,641/2023.

B. Verification of the Regularity of the PROPOSAL GUARANTEES and the ACCREDITATION of the TENDERERS

- 14.36. Once the deadline for submission of the ENVELOPES has elapsed and the ACCREDITATION has been carried out, the SPECIAL TENDER COMMITTEE shall proceed with the analysis of the PROPOSAL GUARANTEES submitted by all TENDERERS, whether in digital or physical form.
- 14.37. After completing the analysis referred to in Item 14.36 above, the SPECIAL TENDER COMMITTEE shall publish, by the date set forth in Item H – SCHEDULE of this TENDER NOTICE, its decision regarding: (i) the acceptance or non-acceptance of the documents contained in ENVELOPE B (PROPOSAL GUARANTEE); and (ii) the ACCREDITATION of the TENDERERS.
- 14.38. In its analysis, the SPECIAL TENDER COMMITTEE shall attest to the regularity of the PROPOSAL GUARANTEES, in accordance with Item 11 of this TENDER NOTICE.
 - 14.38.1. Only PROPOSAL GUARANTEES that comply with the conditions of this TENDER NOTICE and the applicable legislation shall be considered regular.

C. Public Session for the Opening of the PRICE PROPOSALS – Verification and Ranking of PRICE PROPOSALS

- 14.39. The PUBLIC SESSION FOR THE OPENING OF THE PRICE PROPOSALS shall begin on the date and time specified in Item H – SCHEDULE of this TENDER NOTICE, also at B3's headquarters. On this occasion, ENVELOPE C – PRICE PROPOSAL of the TENDERERS whose PROPOSAL GUARANTEES have been declared regular by the SPECIAL TENDER COMMITTEE shall be opened, and the PRICE PROPOSALS shall be ranked according to the criterion of the highest value for the FIXED GRANT.

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- 14.40. The PRICE PROPOSALS of all TENDERERS whose PROPOSAL GUARANTEES have been declared regular shall be verified by the SPECIAL TENDER COMMITTEE as to their form and compliance with the conditions set forth in this TENDER NOTICE.
- 14.41. Any TENDERER that fails to meet the minimum requirements for submission of the PRICE PROPOSAL, in accordance with this TENDER NOTICE, shall be disqualified.
- 14.42. Based on the list of PRICE PROPOSALS that have been classified, a ranking table shall be published in descending order, taking into account the FIXED GRANT value offered by the TENDERERS.
- 14.43. The winning TENDERER shall be the one that offers the highest value for the FIXED GRANT.
- 14.44. The TENDERER with the best PRICE PROPOSAL, as well as those whose PRICE PROPOSALS are equivalent to or up to five percent (5%) lower than the highest PRICE PROPOSAL, shall be qualified for the bidding phase.
- 14.44.1. If the requirement set forth in Item 14.44 is not met for the bidding round to proceed, the TENDERER that submitted the highest FIXED GRANT shall be declared the winner.
- 14.45. If there are TENDERERS qualified for the bidding round, the TENDER shall continue with the submission of successive bids, as set forth in the PROCEDURES MANUAL, attached hereto as Exhibit 19.
- 14.45.1. Only TENDERERS qualified for the bidding round may submit bids.
- 14.46. The SESSION DIRECTOR may set a maximum time interval between bids.
- 14.47. Each bid must exceed the value previously offered by the TENDERER and must:
- i. comply with the minimum increment between bids, set at 0.5 percentage points of the bid to be exceeded;
 - ii. comply with the maximum time interval to be informed by the SESSION DIRECTOR, after consultation with the SPECIAL TENDER COMMITTEE;
 - iii. modify the classification of the TENDERER(S) in the TENDER, allowing intermediate bids; and
 - iv. follow the reverse order of classification of the written PRICE PROPOSALS — that is, in each round of bidding, the last bid shall always be made by the TENDERER best ranked in the written PRICE PROPOSAL stage.
- 14.48. If no TENDERER submits a new bid within the time set by the SESSION DIRECTOR, the TENDERER that submitted the highest bid up to that point shall be declared the best ranked.
- 14.49. If the bidding round is opened and no bid is submitted, the TENDERER that presented

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the highest PRICE PROPOSAL shall be declared the best ranked.

- 14.50. In the event of a tie between the PRICE PROPOSALS that is not resolved during the oral bidding phase, the tiebreaking criteria set forth in Article 60 of Federal Law No. 14,133, of April 1, 2021, shall apply.
- 14.51. If a bidding round takes place, the TENDERERS that submitted bids shall confirm their proposals in accordance with the model provided in EXHIBIT 18, which may be signed by the ACCREDITED REPRESENTATIVE or another person duly authorized to do so.
- 14.52. The TENDERER that submitted the best PRICE PROPOSAL, taking into account, where applicable, the bidding round, shall have its QUALIFICATION DOCUMENTS reviewed.

D. Registration Consultation

- 14.53. The SPECIAL TENDER COMMITTEE must consult 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 Improbability and Ineligibility - CNIA of the National Council of Justice and the State Register of Punished Companies - CEEP of the State of São Paulo, in relation to the TENDERER holding the best PRICE PROPOSAL, with the participation of companies punished with the penalty of ineligibility being forbidden from bidding or contracting with the PUBLIC ADMINISTRATION, arising from article 156, subsection IV, and §4º, of Federal Law No. 14,133/2021, as well as other sanctions that bar it from contracting with the PUBLIC ADMINISTRATION.
- 14.54. Thereafter, the CEL must also consult the website <http://www.esancoes.sp.gov.br>, with respect to the TENDERER holding 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 §4º of Federal Law No. 14,133/2021.

14.51.1. If the TENDERER that has presented the best PRICE PROPOSAL is not in good standing after the searches provided for in items above, it will proceed to search the good standing of the TENDERER that has its PRICE PROPOSAL classified in second place and, in the event of noncompliance, its PRICE PROPOSAL will be disqualified, and this procedure will be successively repeated for the other TENDERERS, following the PRICE PROPOSALS in ranking order.

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

- 14.55. After the classification of the PRICE PROPOSALS and any processing of the bidding phase, as well as the registration consultation, verification will be done of the QUALIFICATION DOCUMENTS of the TENDERER that has presented the best PRICE PROPOSAL.

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- 14.56. The SPECIAL TENDER COMMITTEE will open Envelope D of the TENDERER that has presented the best PRICE PROPOSAL, preserving intact Envelope C of the other TENDERERS.
- 14.57. The qualification of the TENDERERS will obey 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.
- 14.58. Upon completion of the review of ENVELOPE D of the TENDERER that has submitted the best PRICE PROPOSAL, considering, if applicable, the bidding phase, if the DOCUMENTS OF QUALIFICATION 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 15.
- 14.59. 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 D of the TENDERER that has its PRICE PROPOSAL classified in second place will be carried out and, in the event of breach, this procedure will be successively repeated for the other TENDERERS, respecting the ranking order of the PRICE PROPOSALS and/or bids.
- 14.60. The ineligibility of any consortium member will lead to the ineligibility of the CONSORTIUM.

F. Publication of the preliminary result of the TENDER

- 14.61. The preliminary results of the TENDER will be published in the DOE/SP and and disclosed on the website of the GRANTING AUTHORITY, as provided in item I – TENDER NOTICE Information.
- 14.61.1. From the date of publication of the decision in the DOE/SP, the appeals phase for all stages of the TENDER will be opened, in accordance with item 15 of this TENDER NOTICE.
- 14.61.2. If no appeals are filed or if the appeals filed are not upheld, the definitive result of the TENDER will be published.

15. ADMINISTRATIVE APPEALS

- 15.1. TENDERERS may file an appeal, in a single appeal phase, against the final classification from the PUBLIC SESSION OF OPENING OF PROPOSALS, the analysis and judgment of the PROPOSAL GUARANTEE and the QUALIFICATION DOCUMENTS of the highest-ranked TENDERER, the preliminary result of the TENDER, and any annulment or revocation of the TENDER.
- 15.1.1. If the preliminary result of the TENDER is disclosed during the PUBLIC SESSION OF OPENING OF PROPOSALS, the intention to appeal must be stated

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immediately, under penalty of preclusion, and the deadline for submitting the grounds of the appeal will start from the date of publication of the decision in the DOE/SP, pursuant to this TENDER.

15.2. The appeal must be filed in a substantiated petition addressed to the SPECIAL TENDER COMMITTEE, during the single appeals phase, within 3 (three) business days from the publication of the result of the TENDER.

15.3. Appeals should preferably be sent to the official e-mail address provided in this TENDER, as referred to in item I – TENDER NOTICE Information, with the subject “Recurso” [Appeal] until 11:59 p.m. Brasília time on the final date of the deadline established in item H – SCHEDULE.

15.3.1. Appeals may also be filed in physical form at the address of the GRANTING AUTHORITY, referred to in item I – TENDER NOTICE Information, observing the deadline established in item H – SCHEDULE. Such documents will be considered delivered on the date they are received by the recipient, except if delivered after 5:30 p.m. Brasília time.

15.4. The SPECIAL TENDER COMMITTEE will notify the appeal to the other TENDERERS, who may submit counter-arguments within 3 (three) business days from the notification by the SPECIAL TENDER COMMITTEE.

15.5. Appeals and counter-arguments must be addressed to the SPECIAL TENDER COMMITTEE.

15.6. The acceptance of an administrative appeal, or the ex officio reconsideration of an act by the SPECIAL TENDER COMMITTEE, which results in a disadvantage to any TENDERER, will reopen the appeal phase only regarding the new issue raised.

15.7. The SPECIAL TENDER COMMITTEE will only accept administrative appeals that have been properly reasoned and meet the requirements set forth in this item.

15.8. Appeals filed against decisions of the SPECIAL TENDER COMMITTEE will be received by it, which may reconsider the contested act or decision.

15.8.1. If there is no reconsideration of the decision, the SPECIAL TENDER COMMITTEE will forward the appeal, duly supported with its reasoning, to the Secretary of Partnerships in Investments, the competent higher authority for the final and unappealable administrative decision.

16. FINAL RESULT, APPROVAL AND ADJUDICATION

16.1. Once the appeal phase is concluded, the SPECIAL TENDER COMMITTEE shall publish the final result of the TENDER, including the final classification of the TENDERERS, on the website of the GRANTING AUTHORITY and in the DOE/SP.

16.2. After the final result of the tender is published, the SPECIAL TENDER COMMITTEE shall submit the tender process to the GRANTING AUTHORITY for its approval and adjudication of the object.

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- 16.2.1. The decision on the approval of the TENDER, the adjudication of the object, and the summons of the WINNER TENDERER to comply with pre-contractual requirements may be made in a single act, to be published on the GRANTING AUTHORITY's website and in the DOE/SP.
- 16.3. After the TENDER has been approved and its object adjudicated, the WINNER TENDERER may carry out new technical visits to the HIGHWAY SYSTEM, subject to prior authorization from the GRANTING AUTHORITY and/or DER/SP.
- 16.3.1. The WINNER TENDERER may request a technical visit covering the entire HIGHWAY SYSTEM or only specific sections, and in any case, must obtain prior authorization.

17. ENGAGEMENT

- 17.1. The AGREEMENT resulting from the present TENDER will be executed between the GRANTING AUTHORITY and the SPECIAL PURPOSE ENTITY created by the WINNER, with the intervention of ARTESP and the DER/SP.
- 17.2. The WINNER TENDERER will be summoned by publication in the DOE/SP to take the necessary steps to sign the CONCESSION AGREEMENT within sixty (60) days, which may be extended by the SPECIAL TENDER COMMITTEE, after consultation with the GRANTING AUTHORITY.
- 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, the SPECIAL PURPOSE ENTITY (SPE) must execute, along with the contractual instrument, the Acknowledgement of Awareness and Notice, as per EXHIBIT 18.
- 17.4. In compliance with article 6, of State Law No. 12,799/2008, the execution of the contractual instrument is linked to the lack of a registration in the STATE CADIN in the name of the SPECIAL PURPOSE ENTITY, of the WINNER 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 summons for adoption of the measures necessary to execute the CONCESSION AGREEMENT, per the terms of item 17.2, the WINNER TENDERER shall:
- i. have created the SPECIAL PURPOSE ENTITY, in compliance with the provisions of item 18, 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 indicated in item I – TENDER NOTICE Information, updated by the IPCA/IBGE, as of the date of effective capitalization;
 - iii. have made, for itself or through the SPE already created, deposit into the GRANT ACCOUNT of the gross amount of the FIXED GRANT, stated in the PRICE

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PROPOSAL or at the end of the bidding phase, if applicable, duly adjusted for inflation by the variation in the IPCA/IBGE index, between the PRICE PROPOSAL base date and the most current index available up to the effective payment date;

- iv. prove that it has provided the EXECUTION GUARANTEE, in the terms, form, and amounts required in the CONCESSION AGREEMENT, and in accordance with the declarations presented during the TENDER;
- v. submit, within up to 20 (twenty) days after the summoning mentioned in item 17.2, for prior approval by ARTESP, with a copy to the GRANTING AUTHORITY, the ORIGINAL INVESTMENT PLAN, according to the guidelines of the CONCESSION AGREEMENT and especially in its EXHIBITS 3, 6, 7, 9, and 21, detailing the works and investments presented therein, which must include a PHYSICAL PERFORMANCE SCHEDULE and PHYSICAL FINANCIAL SCHEDULE, showing the projected percentage of physical progress for each investment on a semiannual basis, regardless of the amount allocated per year of work.
 - v.1. ARTESP shall provide feedback on the content of the ORIGINAL INVESTMENT PLAN within 15 (fifteen) days of receipt, possibly requesting adjustments, which must be addressed within 5 (five) days.
 - v.2. Upon delivery of the adjusted ORIGINAL INVESTMENT PLAN, ARTESP shall formally approve it within 15 (fifteen) days of receipt.
- vi. submit the INSURANCE PLAN that is compatible with the ORIGINAL INVESTMENT PLAN submitted, in accordance with the draft CONCESSION AGREEMENT, including presentation of the coverages and respective insured amounts to be purchased, and the effective purchase must observe the deadlines presented in such PLAN;
- vii. 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;
- viii. submit the insurance policies required to cover risks for the first year of the CONCESSION, according to the schedule in the INSURANCE PLAN;
- ix. prove to GRANTING AUTHORITY technical experience in the activities required in items 1.4 of EXHIBIT 17, by the WINNER 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 17, by presenting an original copy of the signed service agreement, or a certified copy, and the corresponding technical experience certificate, or supporting documentation, per the terms authorized in the aforementioned EXHIBIT;
- x. prove to GRANTING AUTHORITY, if the option in item 14.17.6 is used, the link with the professional holding the attestation submitted, subject to item 13.17.6.1 e 13.17.6.2;
- xi. provide proof of payment to B3, either directly or through the already constituted SPE, as set forth in EXHIBIT 19, in the amount indicated in item I – TENDER NOTICE

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Information, using the April 2025 base date, to be updated annually by IPC/FIPE;

- xii. have hired the DEPOSITARY BANK, procured opening of the GRANT ACCOUNT and signed the Account Management Agreement referring to the GRANT ACCOUNT, observing the provisions of paragraphs 17.6, 17.7, and 17.8 and the provisions in the AGREEMENT; and
- xiii. have indicated the representative that will represent it during the CONCESSION TERM.

17.6. The GRANTING AUTHORITY must adopt the measures necessary to enable the opening of the GRANT ACCOUNT in its name by the CONCESSIONAIRE.

17.7. All costs arising from the contracting of the DEPOSITARY BANK will be the responsibility of the WINNER and, after the AGREEMENT is executed, of the CONCESSIONAIRE.

17.8. If any situation implies a delay or makes the opening of the GRANT ACCOUNT unfeasible, the WINNER TENDERER may, if duly justified and authorized by GRANTING AUTHORITY, open the account under the ownership of the CONCESSIONAIRE, and this condition will be temporary, and the CONCESSIONAIRE must, during the term of the AGREEMENT, procure immediate adaptation of the ownership of the account to the GRANTING AUTHORITY, as soon as possible and as soon as the condition that justified the solution described here has ceased.

17.9. Exceeding the period of validity of the PRICE PROPOSAL or the period of validity of the PROPOSAL GUARANTEE does not impede the execution of the AGREEMENT, if the WINNER remains interested in doing so.

17.10. Failure by the WINNER TENDERER to comply with the call provided for in item 17.2 and/or with the conditions set forth in item 17.5 for signing the CONCESSION AGREEMENT within the stipulated timeframe, as well as refusal to sign it within the stipulated period, shall subject the WINNER TENDERER to the penalties provided for in this TENDER NOTICE, and may result in its disqualification, at the discretion of the SPECIAL TENDER COMMITTEE, without prejudice to other legal consequences.

17.11. In the events provided for in item 17.10, the SPECIAL TENDER COMMITTEE may call the remaining TENDERERS, in order of classification, to verify their interest in signing the CONCESSION AGREEMENT, within the same timeframe and under the same conditions as the winning proposal, considering, if applicable, the bidding phase.

17.11.1. For purposes of item 17.11, the SPECIAL TENDER COMMITTEE shall publish the decision disqualifying the WINNER TENDERER in the DOE/SP and shall call the TENDERERS in order of classification to verify their interest in signing the CONCESSION AGREEMENT, provided that their PRICE PROPOSAL and corresponding BID GUARANTEE are valid, or are renewed if expired.

17.11.1.1. The expiration of the PRICE PROPOSAL and corresponding PROPOSAL GUARANTEE of TENDERERS ranked after the first place shall not prevent the application of item 17.11.1, provided that the TENDERER, when called by

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the SPECIAL TENDER COMMITTEE, expresses interest in proceeding with the TENDER and renews the PRICE PROPOSAL and PROPOSAL GUARANTEE within the timeframe assigned.

17.11.1.2. The SPECIAL TENDER COMMITTEE shall grant a maximum period of 5 (five) business days for the TENDERER called under item 17.11.1 to express its interest.

17.11.2. The procedure described in item 17.11.1 shall be successively repeated for the remaining TENDERERS, subject to the renewal of PRICE PROPOSALS and corresponding PROPOSAL GUARANTEES, if expired, respecting the order of classification of PRICE PROPOSALS, in the event the TENDERER called does not express interest in signing the contract under the winning proposal.

17.11.3. If none of the TENDERER accepts the award under the terms of item 17.11, the SPECIAL TENDER COMMITTEE, pursuant to article 90, § 4, of Federal Law No. 14,133/2021, may:

- i. call the remaining BIDDERS for negotiation, in order of classification, aiming to obtain a better price, even if lower than that of the WINNER TENDERER;
- ii. recommend to the GRANTING AUTHORITY the adjudication and execution of the contract under the conditions offered by the remaining BIDDERS, respecting the order of classification when the negotiation for better terms fails; or
- iii. recommend to the GRANTING AUTHORITY the revocation of the TENDER.

17.12. Following the procedure established in this item, the SPECIAL TENDER COMMITTEE shall publish in the DOE/SP the new provisional result or the revocation of the BIDDING, and, as the case may be, call the new winning TENDER for the Public Session of opening ENVELOPE D – QUALIFICATION DOCUMENTS, following the procedure described in item D of item 14.

17.13. From the decision regarding the qualification of the new winning TENDERER, the single appeal phase of the TENDER shall be reinstated, and TENDERERS may, within 3 (three) business days from this publication in the DOE/SP, file an appeal against: (i) the decision referred to in item 17.11.1; (ii) the judgment of the QUALIFICATION DOCUMENTS analyzed after such decision; and (iii) any annulment or revocation of the TENDER, in accordance with item 15 of this TENDER NOTICE.

17.14. After the signing of the CONCESSION AGREEMENT, CONCESSIONAIRE is obliged to maintain, throughout its execution, the QUALIFICATION CONDITIONS and qualifications required in this TENDER, which are necessary for assuming and continuing the service provision, pursuant to article 27 of Federal Law No. 8,987/1995.

17.14.1. At the WINNER TENDERER's own risk, even before signing the

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CONCESSION AGREEMENT, the GRANTING AUTHORITY may authorize access to the HIGHWAY SYSTEM, as well as related information, for the initiation of planning.

18. THE ORGANIZATION OF THE SPECIAL PURPOSE ENTITY (SPE)

18.1. The WINNER TENDERER shall demonstrate to the SPECIAL TENDER COMMITTEE that it has been incorporated as a SPECIAL PURPOSE ENTITY, in accordance with the rules established in this TENDER NOTICE and in the CONCESSION AGREEMENT, in the form of a corporation under Brazilian law, with the exclusive purpose of providing the SERVICES, executing INVESTMENTS, and carrying out the other activities encompassed by the CONCESSION.

18.2. 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.

18.2.1 The SPECIAL PURPOSE ENTITY must have its headquarters and jurisdiction in the State of São Paulo.

18.2.2 If the WINNER TENDERER is an individual TENDERER, before the execution of the AGREEMENT, to comply with the provisions of item 18.1, it must 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.

18.2.2.1. The WINNER 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 SPECIAL PURPOSE ENTITY to be contracted.

18.2.2.2. In the event that the WINNER TENDERER is an individual TENDERER, it may incorporate more than one wholly-owned subsidiary, provided that such subsidiaries consist solely of the WINNER TENDERER and/or its wholly-owned subsidiaries, without the participation of third parties, ensuring sole control of the SPE, in accordance with item 18.2.2.1.

18.2.2.3. The SPE must 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).

18.3. If the WINNER 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.

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- 18.4. 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.
- 18.5. The participation of non-Brazilian capital in the SPE will comply with the Brazilian legislation in force.
- 18.6. Prior to registration with the Board of Trade, the WINNER TENDERER shall submit to the SPECIAL TENDER COMMITTEE the drafts related to the incorporation of the SPECIAL PURPOSE COMPANY, which shall observe, at a minimum, the following:
- i. Draft of the bylaws;
 - ii. Composition of the management bodies;
 - iii. Organizational structure of the CONCESSIONAIRE up to the first hierarchical level below the board of directors, including the positions of Ombudsman and Customer Service; and
 - iv. Composition of the share capital.
- 18.7. The SPECIAL TENDER COMMITTEE may request adjustments to any irregularities, inconsistencies, or other corrections necessary to the drafts referred to in item 18.6 above.
- 18.8. The submission of the drafts referred to in item 18.6 and their analysis by the SPECIAL TENDER COMMITTEE, as provided in this item 18, shall occur after the call to adopt the measures necessary for the execution of the CONCESSION AGREEMENT, pursuant to item 17.2, observing the maximum deadline established in item 17.5(i) of this TENDER NOTICE.

19. PENALTIES

- 19.1. 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:
- 19.1.1. Prohibition from participating in and contracting with the direct and indirect Public Administration of the State for a maximum period of 3 (three) years;
 - 19.1.2. 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 19.1 does not justify the imposition of the less severe penalty provided for in item 19.1.1.
- 19.2. 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

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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.

19.3. The penalties provided in items 19.1 and 19.2 may be combined with the imposition of a fine of up to 1% (one percent) of the ESTIMATED VALUE OF THE AGREEMENT, with the proposal guarantee being executable for this purpose and observing the following criteria for the application of the fine:

19.3.1. In the event of any occurrences described in item 19.1 and if the penalty is decided as per item 19.1.1, the imposition of a fine shall be up to 0.5% (zero point five percent) of the ESTIMATED VALUE OF THE AGREEMENT, depending on the significance of the breached obligation;

19.3.2. In the event of any occurrences described in item 19.1 and if the penalty is decided as per item 19.1.2, the imposition of a fine shall be up to 1% (one percent) of the ESTIMATED VALUE OF THE AGREEMENT, depending on the significance of the breached obligation;

19.3.3. In the event of any occurrences described in item 19.2, the imposition of a fine shall be between 0.5% (zero point five percent) and 1% (one percent) of the ESTIMATED VALUE OF THE AGREEMENT, depending on the significance of the breached obligation.

19.4. Refusal to sign the AGREEMENT, without justification accepted by CEL, within the established deadline, will result in the imposition of a penalty of declaring the company (whether an individual company or, in the case of a CONSORTIUM, all consortium members) 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 VALUE OF THE AGREEMENT, which may be covered by the proposal guarantee for this purpose.

19.5. The practice of any acts intended to disrupt and/or hinder the present tender process, as outlined in this TENDER NOTICE, will also result, at the discretion of the CEL, in a fine in the same amount as specified in item 19.4, which may be covered by the proposal guarantee to ensure the receipt of the penalty amount.

19.6. 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.

19.6.1. The appeal referred to in item 19.6 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 must render its decision within a maximum period of 20 (twenty) business days from the receipt of the case file.

19.6.2. Only request for reconsideration is allowed for the sanction of declaring ineligibility to bid or contract, which must 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.

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20. FINAL PROVISIONS

- 20.1. 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.
- 20.2. All documentation supplied by the GRANTING 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.
- 20.3. 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 CONTRACT 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.
- 20.4. 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.
- 20.5. In the interest of the GRANTING AUTHORITY, without any claim or indemnity to the participants, it may:
- i. postpone the DELIVERY OF THE ENVELOPES DATE, 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 DELIVERY OF THE ENVELOPES DATE, or the PUBLIC SESSION FOR THE OPENING OF PROPOSALS, in the event that the SPECIAL 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 GRANTING AUTHORITY's website, as provided in item I – TENDER NOTICE Information, and, if applicable, a new date for envelope submission or public session will be scheduled for the continuation of the bidding process.
- 20.6. At any time, the CEL 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.
- 20.7. The TENDERERS are obliged to report to 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

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in the TENDER NOTICE, immediately after its occurrence.

- 20.8. 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, October 31, 2025.

Secretariat for Investment Partnerships