

INTERNATIONAL COMPETITIVE BIDDING No. 001 / 2026

INTERNATIONAL COMPETITIVE BIDDING NO. 001 / 2026 FOR THE CONCESSION OF VEHICLE IMPOUNDMENT, CUSTODY, RETURN AND AUCTION PREPARATION SERVICES FOR VEHICLES IMPOUNDED BY TRAFFIC AUTHORITIES OF THE STATE OF SÃO PAULO.

TENDER NOTICE

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INTRODUCTION

The STATE of São Paulo, as GRANTING AUTHORITY, through the Secretariat of Partnerships in Investments – SPI, with the intervening consent of the DEPARTMENT OF TRAFFIC OF THE STATE OF SÃO PAULO, the DEPARTMENT OF HIGHWAYS – DER/SP and the REGULATORY AGENCY FOR PUBLIC SERVICES OF THE STATE OF SÃO PAULO – ARSESP, makes public, through this INTERNATIONAL COMPETITIVE BIDDING No. 001/2026, the criteria and conditions for the selection and concession of SERVICES for collection, custody, return and auction preparation of vehicles impounded by order of traffic authorities of the State of São Paulo, with operation, maintenance and management of YARDS, to a private legal entity, which will be responsible for the operation of YARDS and provision of SERVICES, subject to the conditions established in the NOTICE and CONTRACT.

The TENDER is open to national or foreign BIDDERS, alone or in a CONSORTIUM, and the judgment criterion will be the highest value of the FIXED GRANT, to be paid by the ADJUDICATOR of the LOT to the Granting Authority, according TO the rules established in this NOTICE and ANNEXES.

The TENDER will be carried out in 7 (seven) different LOTS, in the form of this NOTICE. The Municipalities covered by each of the LOTS are listed in ANNEX G.

The INTERNATIONAL COMPETITIVE BIDDING will begin by delivering the ENVELOPES for each of the LOTS, which may be presented digitally, through the B3 AUCTION PLATFORM, or in physical media, at B3's headquarters, located at Rua XV de Novembro, 275, Centro Histórico de São Paulo, São Paulo/SP. Regardless of the form of delivery, the physical ENVELOPES must be submitted by 11:00 am on the ENVELOPE DELIVERY DATE. The PUBLIC BIDDING SESSION will take place at the same address on 05/07/2026, at 14h.

The NOTICE, together with the CONTRACT and ANNEXES, will be available electronically and free of charge, from 01/19/2026 until the ENVELOPE DELIVERY DATE, on the project page of the Investment Partnerships Secretariat website (website address: <https://www.parceriaseminvestimentos.sp.gov.br/>). The documents may also be obtained at the address Iaiá Street, 126, Itaim Bibi, São Paulo/SP, Post Code 04542-906 in the period between 01/19/2026 until the day immediately prior to the date of delivery of the ENVELOPES, from Monday to Friday, from 9h to 17h, upon presentation of recordable media or equivalent device, necessary to copy the file, with sufficient capacity so that all files can be digitally copied.

The GRANTING AUTHORITY is not responsible for the text or content of notices, contracts and annexes or documents obtained or known in a manner and place other than those indicated above.

A – AUTHORIZATION FOR CONTRACTING

The inclusion of the CONCESSION in the scope of the São Paulo State Investment Partnership Program (PPI-SP), established by State Decree No. 67.443, of 01/11/2023, was carried out by the Public-Private Partnership Management Council – CGPPP and

the Board of Directors of the State Privatization Program – CDPED, which make up the PPI-SP Committee, at the 6th Meeting of the São Paulo State Investment Partnership Program (PPI-SP), held on 05/19/2024, referring to the 42nd Ordinary Joint Meeting, concerning the 278th Ordinary Meeting of the Board of Directors of the State Privatization Program, established pursuant to State Law No. 9.361, of 07/05/1996, and the 125th Ordinary Meeting of the Board of Directors of the State Public-Private Partnership Program, established pursuant to State Law 11.688, of 05/19/2004.

After analyzing all the contributions received at the PUBLIC HEARING and PUBLIC CONSULTATION, the necessary adjustments were made and those pertinent were inserted in the final documents, and the publication of this NOTICE was authorized by the PPI-SP Committee within the scope of the 19th Ordinary Meeting of the PPI-SP, held on 12.10.2025.

By means of Decree No. 70.337, of January 12th of 2026, this proposal for the CONCESSION of the SERVICES was authorized, as well as the Regulation of the CONCESSION contained in ANNEX A, containing the minimum parameters for the bidding process and the delegation of the public services object of this NOTICE.

B – PRIOR NOTICE

The notice of opening of this INTERNATIONAL COMPETITIVE BIDDING was published in the Official Gazette of the State of São Paulo – DOE/SP, edition of 01/19/2026, and in newspapers of great national and international circulation. All the contents of the NOTICE were also translated into English and made available for unrestricted public access at <https://www.parceriaseminvestimentos.sp.gov.br/> and in a data room whose access will be granted after a request sent to the electronic address remocaoeguarda@sp.gov.br with the title "Concession of Vehicle Yards – access to the data room".

C – PUBLIC HEARING AND CONSULTATION

The Granting Authority held PUBLIC HEARINGS between 07/22/2025 and 08/07/2025, in hybrid format, 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, guaranteeing the right of manifestation. The PUBLIC HEARING notice was published in the DOE/SP, edition of 07/07/2025, as well as electronically, on the project page of the Investment Partnerships Secretariat website (website address <https://www.parceriaseminvestimentos.sp.gov.br/>). The video recording of the PUBLIC HEARING is available at the following email address: <https://www.youtube.com/@governosp>

The drafts of the NOTICE, the CONTRACT and other ANNEXES were also submitted for PUBLIC CONSULTATION, as provided for in article 21, sole paragraph, of Federal

Law No. 14.133/2021, as well as article 28, of State Law No. 10.177/1998, and were available during the period from 07/08/2025 to 08/08/2025 in the *data room* of the CONCESSION, whose access guidelines were available at <https://www.parceriaseminvestimentos.sp.gov.br/>. The PUBLIC CONSULTATION was published in the DOE/SP, edition of 07/07/2025, as well as electronically, on the project page of the Investment Partnerships Secretariat website (website address <https://www.parceriaseminvestimentos.sp.gov.br/>) In the PUBLIC CONSULTATION, contributions, questions and suggestions were received to the minutes made available. All contributions were analyzed, and the relevant ones were incorporated into the NOTICE, CONTRACT and ANNEXES published, and the performance report is available on the project page of the Investment Partnerships Secretariat website (website address <https://www.parceriaseminvestimentos.sp.gov.br/>)

D – APPLICABLE LAW

This TENDER is governed by the rules contained in this NOTICE, CONTRACT and ANNEXES, as well as by Federal Law No. 8.987/1995, State Law No. 7.835/1992, State Law No. 9.361/1996, State Decree No. 67.443/2023 and, alternatively, Federal Law No. 14.133/2021.

E – ANNEXES

The following documents are attached as ANNEXES:

ANNEXES		DESCRIPTION
1		Bid Templates
2		B3 Procedures Manual
3		Draft Concession Contract
	A	Concession Regulation
	B	Terms of Reference
	C	Performance Indicators
	D	Guidelines for hiring the Independent Verifier
	E	Technology Platform Requirements
	F	Inspection and Penalties Booklet
	G	Area of Coverage of Lots
	H	Tripartite Agreement
	I	Glossary

F – DEFINITIONS

For the purposes of this NOTICE, the CONTRACT and ANNEXES, unless expressly provided otherwise, terms, phrases and expressions written in capital letters or with capital letters shall be understood and interpreted in accordance with ANNEX I.

G – SCHEDULE

Events	Description of Events	Date
1	Publication of the NOTICE	01/19/2026
2	Deadline for requesting clarifications to the NOTICE	04/02/2026
3	Deadline for disclosure of responses to requests for clarification	04/15/2026
4	Deadline for contesting the NOTICE	04/26/2026
5	Deadline for decision on objections filed	04/28/2026
6	Delivery of Envelopes	04/29/2026 , up to the maximum time of 11h, Brasília time
7	Disclosure of the decision of the PROCUREMENT COMMITTEE on the analysis of the documents contained in ENVELOPES A and B	05/06/2026
8	PUBLIC BIDDING SESSION	05/07/2026 , at 14h, Brasília time
9	Publication of the preliminary result of the TENDER and beginning of the appeal period	To be defined
10	Closing of the appeal period	3 (three) business days from the event 9
11	Deadline for filing counterarguments to any appeal	Three (3) business days from the communication of the appeal
12	Publication of the final result of the TENDER	To be defined

13	Publication of the act of approval of the TENDER and award of the OBJECT to the winning BIDDER	To be defined
14	Convocation of the AWARDEE to fulfill pre-contractual requirements	To be defined
15	Proof, by the AWARDEE, of the pre-contractual conditions provided for in Item 16 of the NOTICE	Prior to the CONTRACT SIGNATURE DATE

H – NOTICE INFORMATION

Purpose	CONCESSION of the IMPOUNDMENT SERVICE, CUSTODY SERVICE and vehicle AUCTION PREPARATION service impounded by determination of the traffic authorities of the State of São Paulo.
Duration and TERM OF THE CONCESSION	26 (twenty-six) years, counted from the CONTRACT SIGNATURE DATE.
ESTIMATED CONTRACT VALUE	<p>LOT 1: R\$ 35,929,000.00 (thirty-five million, nine hundred and twenty-nine thousand reais)</p> <p>LOT 2: R\$ 53,961,000.00 (fifty-three million, nine hundred and sixty-one thousand reais)</p> <p>LOT 3: R\$ 44,949,000.00 (forty-four million, nine hundred and forty-nine thousand reais)</p> <p>LOT 4: R\$ 40,113,000.00 (forty million, one hundred and thirteen thousand reais)</p> <p>LOT 5: R\$ 53,977,000.00 (fifty-three million, nine hundred and seventy-seven thousand reais)</p> <p>LOT 6: R\$ 91,630,000.00 (ninety-one million, six hundred and thirty thousand reais)</p> <p>LOT 7: R\$ 43,537,000.00 (forty-three million, five hundred and thirty-seven thousand reais)</p>
BASE DATE	August/2025, except when the NOTICE or CONTRACT establishes otherwise.
Official website of the GRANTING AUTHORITY	https://www.parceriaseminvestimentos.sp.gov.br/projeto-qualificado/remocao-e-guarda-de-veiculos/
Address of the GRANTING AUTHORITY	Rua Iaiá, 126, Itaim Bibi, São Paulo/SP, CEP 04542-906

Invitation to BID EMAIL	remocaoeguarda@sp.gov.br
Judgment Criteria	Higher FIXED GRANT amount to be paid as a condition for signing the CONTRACT.
Value of the BID GUARANTEE	<p>1% (one percent) of the ESTIMATED CONTRACT VALUE, corresponding to</p> <p>LOT 1: R\$ 359,290.00 (three hundred and fifty-nine thousand, two hundred and ninety reais)</p> <p>LOT 2: R\$ 539,610.00 (five hundred and thirty-nine thousand, six hundred and ten reais)</p> <p>LOT 3: R\$ 449,490.00 (four hundred and forty-nine thousand, four hundred and ninety reais)</p> <p>LOT 4: R\$ 401,130.00 (four hundred and one thousand, one hundred and thirty reais)</p> <p>LOT 5: R\$ 539,770.00 (five hundred and thirty-nine thousand, seven hundred and seventy reais)</p> <p>LOT 6: R\$ 916,300.00 (nine hundred and sixteen thousand, three hundred reais)</p> <p>LOT 7: R\$ 435,370.00 (four hundred and thirty-five thousand, three hundred and seventy reais)</p>
Payment amount to B3 * Base date of November/2024. See item IV of item 16.5	<p>LOT 1: R\$ 40,462.89 (forty thousand four hundred sixty-two reais and eighty-nine cents) LOT 2: R\$ 60,769.42 (sixty thousand seven hundred sixty-nine reais and forty-two cents) LOT 3: R\$ 50,618.05 (fifty thousand six hundred eighteen reais and five cents)</p> <p>LOT 4: R\$ 45,109.70 (forty-five thousand one hundred nine reais and seventy cents)</p> <p>LOT 5: R\$ 60,774.51 (sixty thousand seven hundred seventy-four reais and fifty-one cents)</p> <p>LOT 6: R\$ 102,990.15 (one hundred two thousand nine hundred ninety reais and fifteen cents)</p> <p>LOT 7: R\$ 48,980.18 (forty-eight thousand nine hundred eighty reais and eighteen cents)</p>
Payment amount to BRDE	LOT 1: R\$ 489,610.52 (four hundred and eighty-nine thousand, six hundred and ten reais and fifty-two cents)

	<p>LOT 2: R\$ 735,324.22 (seven hundred and thirty-five thousand, three hundred and twenty-four reais and twenty-two cents)</p> <p>LOT 3: R\$ 612,490.26 (six hundred and twelve thousand, four hundred and ninety reais and twenty-six cents)</p> <p>LOT 4: R\$ 545,837.94 (five hundred and forty-five thousand, eight hundred and thirty-seven reais and ninety-four cents)</p> <p>LOT 5: R\$ 735,385.88 (seven hundred and thirty-five thousand, three hundred and eighty-five reais and eighty-eight cents)</p> <p>LOT 6: R\$ 1,246,205.01 (one million, two hundred and forty-six thousand, two hundred and five reais and one cent)</p> <p>LOT 7: R\$ 592,671.65 (five hundred and ninety-two thousand, six hundred and seventy-one reais and sixty-five cents)</p>
<p>MINIMUM FIXED GRANT</p>	<p>LOT 1: R\$ 90,000.00 (ninety thousand reais)</p> <p>LOT 2: R\$ 200,000.00 (two hundred thousand reais)</p> <p>LOT 3: R\$ 1,525,000.00 (one million, five hundred and twenty-five thousand reais)</p> <p>LOT 4: R\$ 37,500,000.00 (thirty-seven million, five hundred thousand reais)</p> <p>LOT 5: R\$ 7,700,000.00 (seven million, seven hundred thousand reais)</p> <p>LOT 6: R\$ 116,000,000.00 (one hundred and sixteen million reais)</p> <p>LOT 7: R\$ 29,200,000.00 (twenty-nine million, two hundred thousand reais)</p>
<p>Subscription value and payment of the share capital of the SPE</p>	<p>LOT 1: R\$ 3,592,900.00 (three million, five hundred and ninety-two thousand, nine hundred reais)</p> <p>LOT 2: R\$ 5,396,100.00 (five million, three hundred and ninety-six thousand, one hundred reais)</p> <p>LOT 3: R\$ 4,494,900.00 (four million, four hundred and ninety-four thousand, nine hundred reais)</p>

	<p>LOT 4: R\$ 4,011,300.00 (four million, eleven thousand, three hundred reais)</p> <p>LOT 5: R\$ 5,397,700.00 (five million, three hundred and ninety-seven thousand, seven hundred reais)</p> <p>LOT 6: R\$ 9,163,000.00 (nine million, one hundred and sixty-three thousand reais)</p> <p>LOT 7: R\$ 4,353,700.00 (four million, three hundred and fifty-three thousand, seven hundred reais)</p>
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CHAPTER I – GENERAL PROVISIONS

1. PURPOSE

- 1.1. The object of this TENDER is the selection of the most advantageous proposal for the CONCESSION of the SERVICES, in each of the LOTS, comprising the activities and charges detailed in the CONTRACT and ANNEX B, including:
 - 1.1.1. the operation in the territory of the State of São Paulo of the services of: (a) management of the impoundment and control operations of vehicles impounded by determination of the traffic authorities; (b) custody, with the identification of the vehicle, safekeeping, monitoring and security of the vehicles impounded to the YARDS; (c) return of vehicles to the owners who settle their debts with the authorities of DETRAN/SP and/or DER/SP; (d) preparation for auction of the vehicles impounded; (e) release of the vehicles auctioned; (f) operation, maintenance and management of the YARDS.
 - 1.1.2. obtaining the approvals, authorizations and certifications necessary for the execution of the object of the CONTRACT;
 - 1.1.3. the obtaining, application and management of all financial resources necessary for the execution of the obligations object of the CONCESSION;
 - 1.1.4. the hiring of an INDEPENDENT VERIFIER to evaluate the quality and performance of the services provided by the CONCESSIONAIRE, under the terms of the CONTRACT and ANNEX D; and
 - 1.1.5. the supply of the goods and services necessary to fulfill the obligations object of the CONTRACT, in addition to the other obligations provided for in the NOTICE, CONTRACT and ANNEXES.
- 1.2. The TENDER will be carried out in 7 (seven) LOTS, being:
 - 1.2.1. LOT 1;

1.2.2. LOT 2;

1.2.3. LOT 3;

1.2.4. LOT 4;

1.2.5. LOT 5;

1.2.6. LOT 6; and

1.2.7. LOT 7.

1.3. The specification of the aforementioned objects for each LOT is detailed in ANNEX G.

2. TERM AND TERM

2.1. The CONCESSION TERM, provided for in item H – NOTICE INFORMATION, starts from the CONTRACT SIGNATURE DATE, as specified in the CONTRACT.

3. ESTIMATED CONTRACT VALUE

3.1. The ESTIMATED CONTRACT VALUE, provided for in item H – NOTICE INFORMATION, corresponds to the estimated value of the sum of the investments borne by the CONCESSIONAIRE, and is merely referential in nature. It may not be invoked by the BIDDER for any purpose, nor taken by either PARTY as a basis for carrying out recompositions of the economic and financial balance of the CONTRACT or for any other purpose that implies its use as a parameter for indemnities, reimbursements and the like.

4. CLARIFICATIONS AND CHALLENGE OF THE NOTICE

4.1. Interested parties may submit, up to the period provided for in item G – SCHEDULE of this NOTICE, requests for clarification and information about the TENDER, also noting that:

- I. requests for clarification must be sent to the PROCUREMENT COMMITTEE in the official email of this NOTICE, with the title "Request for Clarification", written in the Portuguese Language of Brazil, with the requests arranged in accordance with the template provided for in ANNEX 1, of this NOTICE, in Excel and/or Word format and in PDF.
- II. Responses to requests for clarification will be disclosed to all interested parties on the GRANTING AUTHORITY'S website, provided for in item H – NOTICE INFORMATION, without identification of the person responsible for the request for clarification, in accordance with the

applicable legislation and limited to the last business day before the ENVELOPE DELIVERY DATE.

- III. Clarifications, addenda or communications will become part of this NOTICE, provided that the requirement set forth in item 4.1.2, binding the GRANTING AUTHORITY, the BIDDERS and the CONCESSIONAIRE, for all purposes.
- IV. If there are no requests for clarification, it will be assumed that the information and elements made available in this NOTICE, CONTRACT and ANNEXES are sufficient to allow the preparation of the PRICE PROPOSAL and the presentation of the QUALIFICATION DOCUMENTS and, consequently, for participation in the TENDER, with no subsequent questions being allowed.
 - 4.1.1. At the discretion of the PROCUREMENT COMMITTEE, periodic responses may be published, following the same formalities described in item 4.1, for requests for clarification that are submitted by the interested parties throughout the period from the publication of this NOTICE to the date specified in said item 4.1.
 - 4.1.2. Only clarifications, addenda or communications that are published on the GRANTING AUTHORITY'S website, provided for in item H – NOTICE INFORMATION, in PDF format, containing the signature of the majority of the members of the PROCUREMENT COMMITTEE, will be considered valid for the purposes of this TENDER.
- 4.2. Any person is a legitimate party to challenge this NOTICE, and the challenge must be presented to the PROCUREMENT COMMITTEE following the same form of presentation of requests for clarification described in item 4.1, within three (3) business days before the date scheduled for the ENVELOPE DELIVERY DATE, provided for in item G – SCHEDULE of this NOTICE, and the PROCUREMENT COMMITTEE must judge and respond to the challenge within three (3) business days, limited to the business day prior to the date designated for the delivery of the ENVELOPES, provided for in item G – SCHEDULE of this NOTICE.
 - 4.2.1. In order to comply with the form of presentation indicated in item 4.2, compliance with any template will not be required.
 - 4.2.2. Only the responses to the challenges published in the form of item 4.1.2.
- 4.3. All correspondence, requests for clarification, objections or any other documents related to the TENDER will preferably be presented electronically in the email of the NOTICE referred to in item H – NOTICE INFORMATION. Such documents will be considered delivered on the date of submission by the sender until 11:59 pm (four hours and three hours and fifty-nine minutes) on the same day, Brasília time.

- 4.3.1. Correspondence, requests for clarification, objections or any other documents related to the TENDER may also be filed in physical media at the address of the GRANTING AUTHORITY referred to in item H – NOTICE INFORMATION. Such documents will be considered delivered on the date of their receipt by the recipient, unless delivery takes place after 5:30 pm (seventeen hours and thirty minutes), Brasília time.
- 4.3.2. Except as provided in items 4.3 and 4.3.1 of this NOTICE for the procedures set forth in item 8.
- 4.4. Mail delivered after the times indicated in items 4.3 and 4.3.1 will be considered delivered, for all purposes, including for the verification of timeliness, on the immediately following business day.
- 4.5. Questions that do not concern this TENDER, or that have been formulated differently from that established in item 4.1 this NOTICE, will not be answered.
- 4.6. The PROCUREMENT COMMITTEE may, on its own initiative or as a consequence of responses made to requests for clarification or objections, modify this NOTICE, at any time, by means of an errata, to be published in the State Official GAZETTE/SP.
- 4.7. If the change in the NOTICE affects the formulation of the PRICE PROPOSAL, pursuant to article 55, paragraph1, of Federal Law No. 14.133/2021, the PROCUREMENT COMMITTEE will modify the ENVELOPE DELIVERY DATE, provided for in item G – SCHEDULE of this NOTICE, informing the BIDDERS, by means of publication in the DOE/SP. In this case, the deadlines for challenging and requesting clarification will also be extended.
- 4.8. The information, studies, research, investigations, surveys, projects, spreadsheets and other documents or data that are not included as ANNEXES, and have been made available by the GRANTING AUTHORITY, related to the SERVICES and their exploitation, made available by the GRANTING AUTHORITY, were carried out and obtained for the exclusive purpose of serving as a reference for the feasibility studies, not presenting, before the potential BIDDERS or future CONCESSIONAIRE, any binding character or any effect from the point of view of the responsibility of the GRANTING AUTHORITY.

5. JUDGMENT CRITERIA

- 5.1. For the preparation of the PRICE PROPOSAL and for the eventual formulation of bids, the BIDDERS must consider that, for the delegation of the public service object of the CONCESSION, the CONCESSIONAIRE must pay the Granting Authority the amount offered as a FIXED GRANT.
- 5.2. The criterion for judging this TENDER is the highest FIXED GRANT value, with the winner being the BIDDER who, after the bidding phase, if applicable, offers the highest amount as FIXED GRANT for the respective LOT, to be paid by the

AWARDEE as a condition for signing the CONTRACT, considering as MINIMUM FIXED GRANT the amounts provided in item H – INFORMATION of this NOTICE, on the BASE DATE.

- 5.2.1. Any PRICE PROPOSAL that presents a FIXED GRANT amount lower than the MINIMUM FIXED GRANT value for any of the LOTS shall be disqualified.
 - 5.2.2. Payment of the FIXED GRANT, the amount of which shall be that offered by the AWARDEE of the LOT, is a condition for signing the CONTRACT.
 - 5.2.3. Payment of the FIXED GRANT must be made by the AWARDEE or through the already established SPECIAL PURPOSE COMPANY, duly adjusted by the variation of the IPCA/IBGE index, between the base date and the most current index available on the date of actual payment, into an account to be designated by the GRANTING AUTHORITY.
- 5.3. The amounts as VARIABLE GRANT and enforcement CHARGES will be paid according to the discipline provided for in the CONTRACT, and should not be included in the PRICE PROPOSAL.

6. CONCESSIONAIRE'S REMUNERATION

- 6.1. For the preparation of the PRICE PROPOSAL and for any bidding phase, the BIDDERS must consider that, in return for the delegation of the contractual object of the CONCESSION, the CONCESSIONAIRE will be entitled to receive amounts from the CITIZEN-USERS, in the form of a TARIFF as payment for the services of impoundment, custody and return of impounded vehicles, and in the form AUCTION PREPARATION SERVICES REMUNERATION, subject to what is defined in the draft of the CONTRACT and its respective ANNEXES.
- 6.2. In addition to the revenue from the TARIFFS and the AUCTION PREPARATION SERVICES REMUNERATION, the CONCESSIONAIRE'S remuneration may include the ANCILLARY REVENUES, exploited in accordance with the relevant legislation and in the form and limits established in the CONTRACT.

7. CONDITIONS FOR PARTICIPATION

- 7.1. Companies and other legal entities, Brazilian or foreign entities, individually or in a CONSORTIUM, whose nature and object are compatible with their participation in the TENDER, may participate in the TENDER, provided that they fully comply with all the terms and conditions of this NOTICE.
- 7.2. Each BIDDER may submit only one PRICE PROPOSAL per LOT.
 - 7.2.1. It is allowed that the same BIDDER may submit a PRICE PROPOSAL for more than one LOT, provided that it individually and fully complies with all the requirements set forth in this NOTICE and its respective ANNEXES for each LOT for which it is bidding.

- 7.2.2. The award of multiple LOTS to the same BIDDER will be subject to proof of technical and economic-financial capacity compatible with the simultaneous execution of the obligations assumed, under the terms of this NOTICE.
- 7.3. BIDDERS may, at their discretion, enter into an intermediation agreement with and ACCREDITED BROKER, and such contracting, if it is the option of the BIDDERS, must be made under the terms of the B3 PROCEDURES MANUAL.
- 7.3.1. If the BIDDER does not choose to hire an ACCREDITED BROKER, the representation of the BIDDER with B3 will be carried out through the ACCREDITED REPRESENTATIVES constituted by the BIDDER or the CONSORTIUM.
- 7.4. The following interested parties may not participate in the TENDER, alone or in a CONSORTIUM:
- I. Who is in compliance with a penalty of impediment to bid and contract with the Direct or Indirect Administration of the State of São Paulo, resulting from article 156, item III, of Federal Law No. 14.133/2021;
 - II. That has been declared unfit to bid or contract with the PUBLIC ADMINISTRATION of any federative entity, as provided for in article 156, item IV, of Federal Law No. 14.133/2021;
 - III. That they have been sentenced, by a final and unappealable judgment, to the penalty of interdiction of rights due to the practice of environmental crimes, as disciplined in article 10, of Federal Law No. 9.605/1998;
 - IV. Whose bankruptcy has been decreed;
 - V. That has a record of sanction, with the effect of preventing participation in this TENDER or contracting, in the records referred to in article 22 of Federal Law No. 12.846/2013 and article 5 of State Decree No. 60.106/2014;
 - VI. That it has been prohibited by the Plenary Session of the Administrative Council for Economic Defense – CADE from participating in bids promoted by the PUBLIC ADMINISTRATION, due to the practice of violation of the economic order, pursuant to article 38, item II, of Federal Law No. 12.529/2011;
 - VII. That is prohibited from contracting with the PUBLIC ADMINISTRATION due to a restrictive sanction of law arising from an environmental administrative infraction, pursuant to article 72, § 8, item V, of Federal Law No. 9.605/1998, as amended by Law No. 14.230/2021;
 - VIII. That has been prohibited from contracting with the PUBLIC ADMINISTRATION due to conviction for an act of administrative impropriety, pursuant to article 12, of Federal Law No. 8.429/1992;

- IX. That it has been declared unfit to contract with the PUBLIC ADMINISTRATION by the Plenary Session of the Court of Auditors of the State of São Paulo, pursuant to article 108 of State Complementary Law No. 709/1993;
- X. That has been prevented or declared unfit to bid or contract with the PUBLIC ADMINISTRATION, for disobedience to Federal Law No. 12.527/2011, pursuant to its article 33, items IV and V, and article 62, items IV and V, of State Decree No. 68.155/2023;
- XI. Parenting companies, controlled companies, or affiliated companies, pursuant to Law No. 6,404, dated December 15, 1976, competing with each other; or
- XII. That, in the 5 (five) years prior to publication of the NOTICE, has been judicially convicted, with final judgment, for exploitation of child labor, for subjecting workers to conditions analogous to slavery, or for hiring adolescents in cases prohibited by labor legislation.
- 7.5. A person who has been, in the last six (6) months from the date of publication of the NOTICE, a public agent of the contracting agency/entity/responsible for the TENDER, and may not participate, directly or indirectly, in the execution of the CONTRACT, by the CONCESSIONAIRE, a servant or officer of the agency/entity responsible for the management or monitoring of the CONTRACT, who has, in the previous six (6) months, acted in any way in acts of management, execution or decision-making in the CONTRACT, pursuant to article 9, paragraphs 1 and 2, of Federal Law No. 14.133/2021, may not participate, directly or indirectly, in the tender process.
- 7.5.1. The prohibitions referred to in item 7.5 extend to a third party who assists in the conduct of the contracting as a member of a support team, specialized professional or employee or representative of a company that provides technical advice, pursuant to article 9, paragraph 2, of Law no. 14.133/2021.
- 7.5.2. For the purposes of item 7.5, indirect participation is considered to be the existence of any documents that demonstrate that the person mentioned in them appears as a legal representative, manager, manager, partner, controller or technical responsible, or that has any legal, technical, commercial, economic, financial, labor or business ties with the BIDDER or any company in the BIDDER'S ECONOMIC GROUP;
- 7.5.3. For the purposes of item 7.5, the GRANTING AUTHORITY, the Public Services Regulatory Agency of the State of São Paulo – ARSESP, DETRAN/SP, DER/SP, the Secretariat of Partnerships in Investments – SPI and individuals or legal entities that have acted directly in the formulation of the TENDER documents are considered contracting bodies/entities/responsible for the TENDER, management and monitoring of the CONTRACT.
- 7.6. BIDDERS are responsible for analyzing the conditions of the respective object of the TENDER and all data and information about the CONCESSION, as well

as for examining all instructions, conditions, requirements, laws, decrees, standards, specifications and regulations applicable to the TENDER and the CONCESSION, and must bear their respective costs and expenses.

- 7.7. Companies and/or entities will not be allowed to participate in more than one CONSORTIUM, either individually or as part of a CONSORTIUM, in the same LOT.
 - 7.7.1. The restriction set forth in item 7.7 also applies to legal entities that are part of the same ECONOMIC GROUP as the BIDDER.
- 7.8. In the case of a CONSORTIUM, the following rules must be observed, without prejudice to others existing in the NOTICE and in the relevant legislation:
 - 7.8.1. The disqualification of any consortium member will result in the automatic disqualification of the CONSORTIUM;
 - 7.8.2. There is no maximum limit on the number of participants to form the CONSORTIUM;
 - 7.8.3. The inclusion, replacement, withdrawal or exclusion of any consortium member will not be allowed, nor will the change in the proportion of participation of the consortium members, or even the replacement of the leading company, until the CONTRACT SIGNATURE DATE, at which time the contractual rules for any change in the corporate composition of the CONCESSIONAIRE must be observed;
 - 7.8.4. The consortium members shall be jointly and severally liable for the acts performed by the CONSORTIUM in this TENDER until the signing of the CONTRACT;
 - 7.8.5. The CONSORTIUM may be formed exclusively by foreign companies and entities, without the participation of national entities.
- 7.9. Participation in this TENDER will imply the full and unconditional acceptance of all terms, conditions and provisions of this NOTICE, as well as the draft of the CONTRACT, the ANNEXES, and other provisions applicable to the TENDER, and may not invoke any ignorance as an impediment to the correct formulation of the PRICE PROPOSAL or full compliance with the CONTRACT.
- 7.10. The BIDDERS shall bear all costs related to the preparation and presentation of the PRICE PROPOSALS and participation in the TENDER, and the Granting Authority shall not be responsible, in any event, for such costs, whatever the procedures followed in the TENDER or its results.

CHAPTER II – TENDER DOCUMENTS

8. FORM OF PRESENTATION OF ACCREDITATION DOCUMENTS, BID GUARANTEE, PRICE PROPOSAL AND QUALIFICATION DOCUMENTS

- 8.1. The documents of the ENVELOPES must, subject to the procedure provided for in this NOTICE, be delivered alternatively:
 - i. In digital version on the B3 AUCTION PLATFORM; or
 - ii. Physically at the headquarters of B3, observing the procedure provided for in this NOTICE.
- 8.1.1. Partial delivery of the documents in the ways provided for in this NOTICE will not be allowed. Thus, the BIDDER who chooses to submit through the B3 AUCTION PLATFORM must submit all ENVELOPES in this system; likewise, if the physical medium is chosen, all ENVELOPES must be delivered to B3's headquarters. For all purposes, ENVELOPES that have been partially submitted, regardless of the modality, will be considered as undelivered, and only complete deliveries of ENVELOPES by a single means of delivery will be valid, according to item 13.14.
- 8.2. After the end of the ENVELOPE DELIVERY DATE, provided for in item G – SCHEDULE, no other ENVELOPE and/or document will be received, with no right to claim.
- 8.3. Only ENVELOPES delivered in one of the two forms indicated in item 8.1 above will be accepted, according to the procedure provided, not being allowed to be sent by mail or by any other form of delivery other than that provided for in this NOTICE.
- 8.4. All documents and certificates that are presented in this TENDER must be presented within their respective validity periods.
 - 8.4.1. Any document submitted after the expiration date will be considered not delivered, and the BIDDER will bear the consequences of the absence of documentation.
 - 8.4.2. Except in the case of documents that are not subject to periodic renewal, when applicable, documents that do not have a term defined in their own body, by law or in this NOTICE, will be considered valid if issued up to 180 (one hundred and eighty) days in advance of the date of effective delivery of the documents.
- 8.5. Only ACCREDITED REPRESENTATIVES OR ACCREDITED BROKERS, under the terms of this NOTICE, may perform any acts related to PUBLIC SESSIONS, and the interference of assistants or any other persons is prohibited.
- 8.6. In the event of divergence between numbers and their expression in full, the form in full shall prevail.

- 8.7. All documents containing amounts expressed in foreign currency, when not prohibited by the NOTICE, will have the amounts converted into national currency (R\$), by applying the exchange rate (PTAX) for sale published by the Central Bank of Brazil, on the day immediately prior to the date of publication of the NOTICE.
- 8.8. It is recommended to use the templates in ANNEX 1 for standardization purposes.
- 8.9. The absence of any of the declarations required of the BIDDER in this NOTICE may be supplied by a formal and written declaration of the BIDDER, of equal content, delivered at the PUBLIC SESSIONS themselves, being expressly recorded in the minutes, or in a diligence carried out by the PROCUREMENT COMMITTEE, according to item 13.5.
- 8.10. The PRICE PROPOSAL, the BID GUARANTEE, the QUALIFICATION DOCUMENTS and other documents required and presented in this TENDER must be presented in clear language, without amendments, erasures or between the lines.
- 8.11. In the case of documents consisting of copies of the Official Gazette or newspaper, a copy that allows for reading and identification of the date, section, and page of the edition in which it was published must be attached.

DOCUMENTATION TO BE SUBMITTED BY FOREIGN BIDDERS

- 8.12. Foreign BIDDERS, who do not have authorization to operate in Brazil, to participate in the TENDER, under the terms of the applicable legislation, must be represented by a person legally accredited and domiciled in Brazil – with express powers, granted by power of attorney by public or private instrument, with a signature recognized as true by a notary or other entity, in accordance with the legislation applicable to the documents – to receive service of process and respond administratively and judicially in Brazil, as well as to represent it at all stages of the process, conditions that must be expressly indicated in the documents presented at the time of accreditation.
- 8.13. Foreign companies or entities that do not operate in Brazil must meet, as much as possible, the conditions of qualification, through equivalent documents, authenticated by the Consulate General of Brazil of the country of origin and translated by a sworn translator, and must have legal representation in Brazil, with express powers to receive service of process and respond administratively and judicially.
 - 8.13.1. Foreign companies from Signatory States of the Convention on the Elimination of the Requirement of Legalization of Foreign Public Documents, promulgated in Brazil through Federal Decree No. 8.660/2016, may replace the need for authentication by the respective consulate, referred to in item 8.13 above, by affixing the apostille referred to in articles

3 and 4 of said Convention. The documentation and the respective apostille must be translated.

- 8.13.1.1. The qualification documents equivalent to those requested in this NOTICE must be presented in order to enable the clear identification of their validity, enforceability and effectiveness, and the BIDDER must indicate to which item of the NOTICE the corresponding document.
 - 8.13.1.2. In the event of the inexistence of documents equivalent to those requested in this NOTICE, the BIDDER must submit a statement informing such fact, in accordance with the template in ANNEX 1.
 - 8.13.1.3. BIDDERS will be exempt from submitting a translation of the documentation in cases where the documents, even if written abroad, have been produced in Portuguese, even if in a bicolonn format, with another language on the side.
 - 8.13.1.4. In the event of item 8.13.1, the apostille can only be waived if it is an original document, being necessary in the event of affixing the credentials of the notary or agent responsible for notarizing the signature.
 - 8.13.1.5. Foreign companies or entities that do not operate in Brazil must submit a declaration that, in order to participate in this TENDER, they will submit to the legislation of the Federative Republic of Brazil, including the provisions of article 70, sole paragraph, of Federal Law No. 14.133/2021, in accordance with the template in ANNEX 1.
- 8.14. The documents of the foreign BIDDERS will be presented as follows:
- I. The PRICE PROPOSALS, as well as all correspondence, information and communications related to the TENDER procedures, must be written in the Portuguese Language of Brazil, the official language of this TENDER, and have the amounts expressed in national currency (Real);
 - a) All documentation submitted by foreign BIDDERS must be understood and interpreted in accordance with said language.
 - II. Documents of foreign origin presented in other languages must be certified by the notary public of the country of origin, authenticated by the Consulate General of Brazil of the country of origin or, in the case of sub-item 8.13.1, duly apostilled, and accompanied by the respective translation into Portuguese, except in the case of catalogues, publications, manuals, technical reports and the like.
- 8.15. Once a material divergence between a document in the original language and its translation has been raised by any of the BIDDERS, the PROCUREMENT COMMITTEE may take the necessary steps to assess the effective content of the document, and the BIDDER who has proven to have submitted a divergent translation in order to benefit, without prejudice to the execution of the BID

GUARANTEE and the application of the applicable civil, criminal and administrative sanctions, is disqualified.

8.15.1.If there is a divergence between the document in the original language and the translation, identified by the PROCUREMENT COMMITTEE through due diligence, or upon consideration of any appeal, the original text shall prevail.

9. ENVELOPE 1– ACCREDITATION

9.1. For the accreditation of the ACCREDITED REPRESENTATIVES of the BIDDERS by the PROCUREMENT COMMITTEE, the following documents must be presented within ENVELOPE1:

9.1.1. Letter of accreditation or power of attorney, according to ANNEX 1;

9.1.2. Copy of the identification document and proof of their status as legal representative, which will be made by presenting:

I. Articles of Association in force, duly registered with the Board of Trade, in the case of simple and limited companies;

II. Bylaws in force, duly registered with the Board of Trade, in the case of corporations, accompanied by: (a) the minutes of the meeting of members that elected the executive board in office, duly registered with the Board of Trade, in the case of companies that do not have a board of directors; or (b) the minutes of the meeting of the board of directors that elected the executive board in office, duly registered with the Board of Trade, in the case of companies that have a board of directors, together with the minutes of the meeting of members elected by the board of directors that elected the executive board in office, duly registered with the Board of Trade;

III. In the case of investment funds, the documents indicated in item 12.6.4, items I to VI;

IV. In the case of a CONSORTIUM, the representation will be by the leading company, and must accompany the articles of incorporation, bylaws or equivalent document of the consortium members and the powers of attorney granted by them to the leading company, or the consortium instrument, if the granting of powers is made through said instrument;

V. In the case of representation by an attorney-in-fact, a power of attorney that proves the granting of powers to perform all acts related to the tender process, including filing and waiver of appeal, accompanied by the document(s) proving the powers of the grantor (s) to: (i) perform, on behalf of the BIDDER, all acts related to the TENDER; (ii) receive service of process and represent the BIDDER

administratively and judicially; and (iii) make agreements and waive rights. In the case of a CONSORTIUM, the power of attorney must be granted by the leading company and will be accompanied by powers of attorney of the consortium members to the leading company or by the consortium instrument, if the granting of powers is made through said instrument; and

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

- 9.2. Each BIDDER may have up to two (2) ACCREDITED REPRESENTATIVES, who are responsible for representing, manifesting and monitoring all acts of PUBLIC SESSIONS that occur in the course of the tender process.
- 9.3. Each ACCREDITED BROKER may only represent a single BIDDER and each BIDDER may only be represented and participate in the TENDER through a single ACCREDITED BROKER.
- 9.4. Each ACCREDITED REPRESENTATIVE may only represent a single BIDDER.
- 9.5. The accreditation will serve for the representation of the BIDDERS in the PUBLIC SESSIONS and in all other acts of this TENDER, including the signature of the documents and declarations required in this NOTICE.
- 9.6. The BIDDER that does not comply with the requirements for the accreditation of its representative will be prevented from manifesting during the PUBLIC SESSIONS that occur in the course of the tender process, however, there is no impediment to the participation of the BIDDER in the TENDER process.
 - 9.6.1. BIDDERS may accredit new representatives, subject to the quantitative limitation and the other documents indicated above, as well as replace or revoke accreditation already carried out in another session.
 - 9.6.2. The procedure for replacing and/or accrediting new representatives will consist of a manifestation, directed to the PROCUREMENT COMMITTEE, of the intention to revoke and/or replace accreditation carried out and/or appointment of new representatives.
 - 9.6.2.1. The statement referred to in item 9.6.2 may be made in the PUBLIC SESSION or electronically by an ACCREDITED BROKER, by an ACCREDITED REPRESENTATIVE of the BIDDER, or by a legal representative of the BIDDER, and the documentation required in item 9.1 must be presented in a PUBLIC SESSION or electronically, subject to the requirements contained in this NOTICE

- 9.6.3. Both the accreditation of a new representative and the replacement or revocation of representatives will be recorded in the respective minutes of the PUBLIC SESSION in which they occurred or, if the change occurs electronically, by means of a communication from the PROCUREMENT COMMITTEE.
- 9.7. The accreditation of the BIDDER'S representative is not a condition for the delivery of the ENVELOPES.
- 9.8. Inside ENVELOPE A must also include the documents associated with the contracting of the ACCREDITED BROKER, if the BIDDER has contracted.
- 9.8.1. In the event of item 9.8, the ACCREDITED BROKER shall represent the BIDDER with B3.
- 9.8.2. The documents of the ACCREDITED BROKER must be presented as provided in the B3 PROCEDURES MANUAL.
- 9.9. All communication between, on the one hand, the GRANTING AUTHORITY or the PROCUREMENT COMMITTEE, and, on the other hand, the BIDDERS, will take place via their ACCREDITED REPRESENTATIVES or ACCREDITED BROKER, if their contracting is chosen.
- 9.10. Each BIDDER may submit a single ENVELOPE A, whose documentation will be used for all LOTS for which the BIDDER has submitted a bid.

10. ENVELOPE 2– BID GUARANTEE

- 10.1. In order to guarantee the fulfillment of the obligation to sign a future contractual instrument and the other obligations assumed due to its participation in the TENDER, the BIDDER must provide a BID GUARANTEE, for each LOT, in the minimum amount referred to in item H – NOTICE INFORMATION, on the BASE DATE, with a minimum validity period of 180 (one hundred and eighty) days, counted from the ENVELOPE DELIVERY DATE, subject to item 10.6.
- 10.1.1. If the same BIDDER submits PRICE PROPOSALS for more than one LOT, a single BID BOND may be provided that covers all PRICE PROPOSALS submitted, covering the sum of the minimum amounts provided for in Item H – NOTICE INFORMATION for each LOT contested, whose supporting documents must be included in ENVELOPE 2– BID BOND linked to each of the PRICE PROPOSALS submitted.
- 10.1.2. In the event that the option provided for in item 10.1.1, above, is exercised, the BID BOND shall be enforceable in the event of non-compliance with the conditions set forth in any of the PRICE PROPOSALS considered.
- 10.2. The BID GUARANTEE shall also ensure the payment of (i) fines, (ii) penalties and (iii) indemnities due by the BIDDER to the GRANTING AUTHORITY, due to

the total or partial default, by the BIDDER, of the obligations assumed by virtue of its participation in the TENDER.

- 10.2.1. In the case of applicable fines and penalties, the amount and conduct typified are determined in item 10.7 of this NOTICE.
- 10.2.2. In the case of indemnities, the amount must be arbitrated in due course according to the damages caused and the severity of the BIDDER'S conduct.
- 10.2.3. In any case, any foreclosure of the BID 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 observing the maximum amount referred to in item H – NOTICE INFORMATION for the BID GUARANTEE.
- 10.2.4. The BID GUARANTEE must be provided for the benefit of the GRANTING AUTHORITY.
- 10.2.5. The PROPOSAL GUARANTEE, except for any unavoidable determination to the contrary contained in law or regulation, when applicable, shall cover all events occurring during its term, 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, or any rule that may replace it.
- 10.2.6. Any modification to the terms and conditions of the BID GUARANTEE presented is prohibited, except with the express and prior consent of the GRANTING AUTHORITY at the time of its renewal, or to recompose its economic value and conditions of feasibility.
- 10.2.7. In the modalities in which the BID GUARANTEE is formalized through documents, such instruments should not include exclusions of liability, in addition to those provided for in the legislation in force, including the regulation of the Superintendence of Private Insurance – SUSEP in the case of performance guarantee, which prevent the execution by the GRANTING AUTHORITY in the cases described in this NOTICE as giving rise to its execution, and the rules established in the PROCEDURES MANUAL must also be complied with.
- 10.3. In the case of a CONSORTIUM, the BID GUARANTEE may be provided by a single legal entity that composes it or divided, in any proportion, by the consortium members, and must guarantee the obligations assumed by all consortium members due to their participation in the TENDER.
- 10.4. The BID GUARANTEE may, at the BIDDER'S option, be made through the following modalities:
 - I. Performance Guarantee;
 - II. Cash Security;

III. Federal Government Bonds

IV. Bank Surety Bond; or

V. Capitalization Securities.

10.5. The BID GUARANTEE of the AWARDEE of the LOT shall be returned after signing of the CONTRACT and submission of the CONTRACT PERFORMANCE GUARANTEE.

10.5.1. The BID GUARANTEE OF the other BIDDERS will be returned within 10 (ten) business days from the CONTRACT SIGNATURE DATE, or from the date on which the TENDER is declared unsuccessful.

10.6. In the event that the TENDER exceeds the validity period of 180 (one hundred and eighty) days of the BID GUARANTEE provided for in item 10.1, the BIDDERS who remain interested in continuing in the TENDER of the respective LOT must, spontaneously or when requested to do so, submit documents proving its renewal, at the BIDDER'S expense, being excluded from the TENDER the BIDDER who does not prove the renewal of the BID GUARANTEE, when requested to do so, and the penalties provided for in item 10.7.

10.6.1. The maintenance of the BIDDER'S qualification conditions is subject to the regular renewal of the respective BID GUARANTEE, under the terms provided for in item 10.6.

10.6.2. The value of the BID GUARANTEE, in the event of renewal, must be adjusted annually by the variation of the IPCA/IBGE, for the period between the date of delivery of the ENVELOPES, provided for in item G – SCHEDULE, and the last index officially disclosed before the renewal of the BID GUARANTEE.

10.7. The practice of any of the conducts listed below by any BIDDER will result, in addition to any other penalties provided for by law, in the application of a fine in the amount equivalent to the BID GUARANTEE, as indicated in the minimum amount referred to in item H – NOTICE INFORMATION:

I. Withdraw its PRICE PROPOSAL for the LOT during the period of its validity;

II. Submit a document or information known to be false, or omit relevant information for the purposes of this TENDER, thus considering those related to the qualification documents, the conditions for participation in the TENDER, and the conditions for submitting the PRICE PROPOSAL, under the terms set forth in this NOTICE;

III. If AWARDEE of the LOT, failure to fulfill the conditions or to submit the required documents for contracting within the stipulated deadlines, including the obligation to pay the FIXED GRANT provided for in item 16.5, item II;

- IV. If AWARDEE of the LOT, failure to make payment of the B3 remuneration, in accordance with the terms and deadlines provided for in this NOTICE and in the B3 PROCEDURES MANUAL;
 - V. If AWARDEE of the LOT, failure to make payment of the BRDE remuneration, in accordance with the terms and deadlines provided for in this NOTICE.
 - VI. Failure to maintain the BID GUARANTEE under the conditions defined in this NOTICE;
 - VII. If AWARDEE of the LOT, failure to sign the CONTRACT within the deadline provided in the notice of convocation, either due to failure to comply with the pre-contractual provisions or due to withdrawal, unless the call for bids was communicated after the expiration of the validity period of the PRICE PROPOSALS;
 - VIII. Practice act(s) in order to frustrate the objectives of the event, or give rise to its delay; and
 - IX. Practice an act that gives rise to a declaration of incapacity to contract with the GRANTING AUTHORITY.
- 10.7.1. If the BIDDER chooses to exercise the option provided for in item 10.1.1, the fine will be based on the minimum BID BOND amount corresponding to the LOT to which the conduct referred to in item 10.7 refers, as provided for in item H – BID NOTICE INFORMATION, and in the case of conduct referring to more than one LOT, by the sum of the respective amounts.
- 10.8. The BIDDER who fails to submit or does not have the BID GUARANTEE accepted by the PROCUREMENT COMMITTEE will be declared unqualified for the respective LOT.

BID GUARANTEE in the form of performance guarantee

- 10.9. The BID GUARANTEE presented in the form of performance bond must be issued by an insurance company authorized to operate in Brazil, under the terms of the legislation in force at the time of its presentation, and will be proven by the presentation of the Performance Guarantee policy.
- 10.10. The documents included in ENVELOPE 2 must include the following certificates issued by SUSEP, on behalf of the insurer that issues the policy: (i) Certificate of Notes; (ii) Licensing Certificate; and (iii). Certificate of Managers.
- 10.11. In addition to the conditions referred to in item 10.1, the BID GUARANTEE presented in the form of performance bond shall contain the following additional provisions:
- 10.11.1. Assure the GRANTING AUTHORITY as insured, with the following data:
Secretariat of Investment Partnerships of the Government of the State of São Paulo, CNPJ nº 96.480.850/0001-03, address: Rua Iaiá, 126, Itaim Bibi, São Paulo/SP, CEP 04542-906;

- 10.11.2. Contain an express statement that the insurer knows and accepts the terms and conditions of the NOTICE;
- 10.11.3. Contain an express statement that the insurer recognizes the right of the Granting Authority TO demand from the insurer the indemnity due for non-compliance by the BIDDER with the obligations covered by the policy, in the cases provided for in this NOTICE;
- 10.11.4. Contain an express provision that the insurer, in the event of execution of the BID GUARANTEE, will pay the amounts due within a maximum period of 30 (thirty) days, counted from the date of delivery of all documents necessary for the characterization and regulation of the claim, under the terms of the policy;
- 10.11.5. Contain an express provision prohibiting the cancellation of the performance bond policy due to non-payment of all or part of the premium by the BIDDER;
- 10.11.6. Contain an express provision that all facts that occurred during the term of the policy will be covered by the insurance, even if the claim is reported by the GRANTING AUTHORITY after the expiration of the final term of the policy, respecting the applicable statute of limitations;
- 10.11.7. Not contain any exemption clause from liability of the BIDDER or the insurer, or clause of loss of rights of the GRANTING AUTHORITY, not even in special or particular conditions, other than those arising from legal or regulatory requirement, except, exclusively, the list of excluded risks provided for in the B3 PROCEDURES MANUAL; and
- 10.11.8. Observe the requirements in ANNEX 1 and ANNEX 2.
 - 10.11.8.1. Failure to comply with ANNEX 1 will not be considered if the provisions set out in the template in ANNEX 2 are reproduced only in the particular or special conditions of the policy.
- 10.12. If the BID GUARANTEE presented in the form of guarantee insurance contemplates any clause or provision incompatible with the provisions of this NOTICE, including limiting clauses or exemption from liability, the BIDDER must submit a statement, signed by the insurance company, informing (i) the inapplicability of such clauses to this TENDER, and (ii) the validity of the guarantee insurance in all cases provided for in this NOTICE.

BID GUARANTEE in the form of cash collateral

- 10.13. The BID GUARANTEE provided in national currency must be (i) deposited at Bank [●], Branch [●], current account No. [●], held by the Granting Authority, CNPJ/MF No. [●], within 24 hours (twenty-four hours) before the date scheduled for receipt of documents and proposals, provided for in item G – SCHEDULE, presenting, inside the corresponding ENVELOPE B, the deposit slip, or (ii) presented in an administrative check from a FINANCIAL INSTITUTION.

- 10.14. In the case of submission of the BID GUARANTEE by administrative check, it must be issued through a financial institution, ensuring the validity and enforceability of the title.
- 10.15. Prior to the PUBLIC BIDDING SESSION, the PROCUREMENT COMMITTEE shall clear the administrative check and transfer the amount of the BID GUARANTEE to the bank account indicated in item 10.13, i, of this NOTICE.
- 10.16. In the event of submission of the BID GUARANTEE on behalf of the BIDDER'S legal representative or attorney-in-fact, the provisions of the final part of art. 663 of the Civil Code of 2002, according to which the agent is personally obliged to act on their own behalf, even if the business is the account of the principal.

BID GUARANTEE in the form of public debt securities

- 10.17. If presented in the form of federal government bonds, the BID GUARANTEE must be provided at the nominal value of the bonds, and may not be encumbered with an unenforceability, inalienability, non-transferability or compulsory acquisition clause.
- 10.17.1. Only Federal Government Bonds will be admitted among those listed in the B3 PROCEDURES MANUAL, issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil, accompanied by proof of their current validity regarding liquidity and value.

MODALITY RULES APPLICABLE TO BANK SURETY BOND LETTER MODALITY

- 10.18. The BID GUARANTEE submitted in the form of a bank surety bond must be issued by a commercial, investment and/or multiple bank, authorized to operate in Brazil, according to Brazilian law and the specific regulations of the financial sector, in compliance with ANNEX 2, and must be presented in its original version, accompanied by proof of representation powers of the person responsible for signing the document.
- 10.18.1. Submission of documents proving representation powers of signatories of bank surety bonds and surety insurance shall not be necessary when the institutions mentioned above have updated registration as guarantee issuers with B3.
- 10.18.2. Banking institutions issuing bank surety bonds must have Embratel's EMVIA system so that B3 can verify the authenticity of the instrument.

BID GUARANTEE in the form of capitalization bond

- 10.19. The BID GUARANTEE presented in the form of a capitalization bond must comply with the following requirements:
- 10.19.1. The issuing Capitalization Company must be duly incorporated and authorized to operate by SUSEP and cannot be under tax management, intervention or extrajudicial liquidation;

- 10.19.2. The title(s) must indicate the BIDDER as the holder, subject to the rules of this NOTICE applicable to consortia;
- 10.19.3. The title(s) must indicate the GRANTING AUTHORITY as assignee, be funded by a single payment already made, as well as have a total redemption value in the minimum amount corresponding to that indicated in item H – NOTICE INFORMATION;
- 10.19.4. The digitally certified electronically issued security(s) must be verifiable on the website of the issuing Capitalization Company and/or SUSEP; and
- 10.19.5. The nominal value of the bond(s) must be considered, and they cannot be encumbered with an unenforceability, inalienability, non-transferability or compulsory acquisition clause.
- 10.20. The physically issued capitalization bond(s) must bear signatures of the legal representatives of the issuing Capitalization Company with notarized signature.

11. ENVELOPE 3– PRICE PROPOSAL

- 11.1. The PRICE PROPOSAL of each LOT will be presented in the form of item 8.1, within the respective ENVELOPE 3, and will observe the conditions described below.
- 11.2. The PRICE PROPOSAL shall be formalized by the amount of the FIXED GRANT to be paid by the AWARDEE as a condition for signing the CONTRACT, being presented in Reais (R\$) with a maximum of two decimal places, in accordance with the template set forth in ANNEX 1 of this NOTICE.
- 11.2.1. Each BIDDER shall be responsible for conducting surveys and studies, as well as developing projects to support the presentation of PRICE PROPOSALS, at their own expense and risk.
- 11.2.2. In the event of a discrepancy between the numerical value and its respective extended form, the latter shall prevail.
- 11.2.3. Only PRICE proposals, including those submitted during any bidding phase, covering the entire object of the respective LOT, will be considered.
- 11.3. The BIDDER must be aware that the PRICE PROPOSAL offered for the LOT:
- I. It is irrevocable, irreversible and unconditional;
 - II. It may not present an amount lower than the amount provided for the MINIMUM FIXED GRANT indicated in this NOTICE, under penalty of its disqualification;
 - III. It will be valid for 180 (one hundred and eighty) days, counted from the DATE OF DELIVERY OF the ENVELOPES, provided for in item G –

SCHEDULE, and may be extended if so agreed with the PROCUREMENT COMMITTEE, subject to the provisions of item 10.6;

- IV. It shall consider all investments, costs, expenses and taxes necessary for the execution of the object of the CONCESSION, subject to the conditions and rules established in the CONTRACT and ANNEXES to the respective LOT;
- V. It shall take into account all risks assumed by the CONCESSIONAIRE during the CONCESSION TERM, according to the discipline provided for in the CONTRACT;
- VI. It shall consider the CONCESSION TERM, provided for in item H – NOTICE INFORMATION, subject to the rules of the CONTRACT;
- VII. It must consider the amounts necessary to bear the payment of the VARIABLE GRANT and the INSPECTION BURDEN to ARSESP;
- VIII. It should consider the contracting, by the CONCESSIONAIRE, of the INDEPENDENT VERIFIER, and the incidence of the PERFORMANCE INDICATORS;
- IX. It must consider its own resources to be contributed to the SPECIAL PURPOSE COMPANY by the BIDDER;
- X. It shall consider the financing(s) to be contracted by the CONCESSIONAIRE, short and/or 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;
- XI. It must consider the limits available for the issuance of bonds, when applicable, taking into account their main characteristics, such as the modality, amounts, grace and amortization periods, maturities, interest rates, currency and placement area, commissions and guarantees;
- XII. It shall consider, for the purposes of equalization of the PROPOSALS, the assumptions of tax incidence established in the CONTRACT, ensuring the economic and financial rebalancing, as provided for in the CONTRACT, in the cases in which they do not materialize;
- XIII. Shall consider the schedule of payment of the share capital of the SPE, under the terms of the CONTRACT;
- XIV. May, at its own account and risk, consider the incidence of any tax benefits already instituted at the time of BID PROPOSAL submission, including application of the Special Incentive Regime for Infrastructure Development – REIDI, regulated by Federal Law No. 11.488/2007, and in the latter case, consideration of REIDI must be expressed in its proposal and any failure to obtain the benefit shall not result in economic-financial rebalancing of the CONTRACT;

XV. It shall consider as a premise that the effects of Constitutional Amendment No. 132, of December 20, 2023 were not considered in the CONTRACT.

11.4. PRICE PROPOSALS must be submitted according to the BASE DATE.

12. ENVELOPE 4 - QUALIFICATION CONDITIONS

- 12.1. The BIDDER must submit documentation proving its LEGAL QUALIFICATION, TAX AND LABOR REGULARITY, ECONOMIC AND FINANCIAL QUALIFICATION and TECHNICAL QUALIFICATION for each LOT, under the terms of this NOTICE, in the form of item 8.1, within ENVELOPE 4.
- 12.2. In the case of a CONSORTIUM, each consortium member must individually meet the requirements related to LEGAL QUALIFICATION, TAX AND LABOR REGULARITY and economic and FINANCIAL QUALIFICATION of each LOT.
- 12.3. The TECHNICAL QUALIFICATION requirements of each LOT may be met, in the case of a CONSORTIUM, through any of the consortium members, alone or through the sum of certificates, when applicable.
- 12.4. The BIDDER will be disqualified who, on the date of delivery of the qualification documents:
 - I. Failure to meet the conditions established in this NOTICE, in particular the conditions for participation provided for in item 7; or
 - II. Present a false or invalid document at the time of the session of receipt of the ENVELOPES, without prejudice to the application of the applicable administrative, civil and criminal sanctions.
- 12.5. If the BIDDER decides to participate in the TENDER in more than one LOT, the requirements established for the BID GUARANTEE and for the qualification documents must be sufficient to meet the minimum requirements for participation of the LOTS jointly.

A. LEGAL QUALIFICATION

- 12.6. The following documents must be submitted by the individual BIDDER or, in the case of a CONSORTIUM, by each of the companies participating in the CONSORTIUM:
 - 12.6.1. Memorandum, articles of association or consolidated articles of association in force, according to the last amendment filed with the Board of Trade, or with a competent registry office, as well as documents proving the authorization to participate in the TENDER, when required by the memorandum, articles of association or articles of association.
 - 12.6.1.1. If the last amendment to the bylaws/articles of association does not consolidate the provisions of the bylaws/articles of association in force,

the previous amendments containing such provisions must also be submitted.

- 12.6.1.2. The publication of the documents proving the authorization to participate in the TENDER will not be required, and the presentation of a document proving the execution of the corporate act required for the authorization is sufficient.
- 12.6.2. In the case of a joint-stock company and limited liability companies, proof of election/appointment of the directors of the acting BIDDER, filed with the Board of Trade or with a competent notary, in accordance with the law;
- 12.6.3. Authorization of the Federal Executive Branch, in accordance with current legislation, in the case of a foreign company or corporation operating in the country, and act of registration or authorization for operation issued by the competent body, when the activity so requires;
- 12.6.4. If the BIDDER is an investment fund, it must submit the following documents:
 - I. Proof of registration of the investment fund with the Brazilian Securities and Exchange Commission – CVM, created by Federal Law No. 6.385/1976;
 - II. Memorandum of Association with last amendment filed with the competent body;
 - III. Regulation and amendments, if any, duly registered with the Registry of Deeds and Documents or the Securities and Exchange Commission, pursuant to Circular Letter No. 12/2019/CVM/SIN;
 - IV. Proof of registration of the administrator and, if any, of the investment fund manager, by presenting the consultation of the registration data for the provision of portfolio management services with the Brazilian Securities and Exchange Commission – CVM;
 - V. Proof of election of the administrator's representatives;
 - VI. Proof of compatibility of the object of the investment fund with the TENDER, through the fund's investment policy described in its regulations, and proof that its administrator or manager, as disciplined in its regulations, in each case, can represent it in all acts and for all purposes of the TENDER, assuming, on behalf of the investment fund, all obligations and rights arising therefrom;
 - VII. Proof that the Fund and its administrator and/or manager are not in the process of judicial liquidation, bankruptcy or other bankruptcy procedure, by means of a certificate issued by the notary(s) of distribution of its headquarters, or extrajudicial liquidation, upon presentation of a certificate issued by the Central Bank of Brazil.
- 12.6.5. If the BIDDER is an open or closed supplementary pension entity, it must submit the minutes that elected the administration in office, the regulation in

force, proof of express and specific authorization regarding its constitution and operation, granted by the competent supervisory body, and a declaration/certificate that the plans and benefits administered by it are not under liquidation or intervention by the regulatory entity.

- 12.6.6. If the BIDDER is a financial institution, it must also present 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.
- 12.7. The consortium companies must present a public or private commitment to form a CONSORTIUM, subscribed by all consortium members, including at least the following information:
 - I. Name of the CONSORTIUM;
 - II. Qualification of consortium members;
 - III. Organization and objectives of the CONSORTIUM, namely, the participation of the consortium companies in this TENDER and, as the winner, constitute a SPECIAL PURPOSE COMPANY, under Brazilian law, in the form of a joint-stock company, headquartered and managed in Brazil, in the State of São Paulo;
 - IV. Composition of the CONSORTIUM, indicating the percentage of participation of each of the consortium members;
 - V. Indication of the leading company of the CONSORTIUM;
 - VI. Commitment that the consortium members will be jointly and severally liable for all the requirements of the invitation to tender and for the acts performed by the CONSORTIUM, within the scope of the TENDER, until the signing of the CONTRACT;
 - VII. Term of the CONSORTIUM, which must be at least compatible with the duration of the TENDER and, if the CONSORTIUM is the winner, until the date of incorporation of the SPECIAL PURPOSE COMPANY; and
 - VIII. Power of attorney granting the leading company express, irreversible and irrevocable powers to appear as the sole legal representative of the CONSORTIUM before the PROCUREMENT COMMITTEE and the Granting Authority, with full powers to receive notifications, subpoenas and citations regarding the matters related to the TENDER or the CONTRACT, as well as to agree with conditions, compromise, appeal and desist from appeal, undertake to sign, on behalf of the CONSORTIUM, any papers and documents related to the object of the TENDER, until the constitution of the SPECIAL PURPOSE COMPANY, according to the template in ANNEX 1.
- 12.7.1. In the case of a CONSORTIUM, the declarations required in the NOTICE may be signed by the leading company, on behalf of the CONSORTIUM, subject to the provisions of item VIII, item 12.7, and in item 12.28.

- 12.7.2. The power of attorney referred to in item 12.7, item VIII, may be conferred in the consortium's own commitment to constitute the CONSORTIUM, through an express clause granting irrevocable and irreversible powers to the lead company to act as sole legal representative, or presented in a separate document.
- 12.8. BIDDERS, as well as each CONSORTIUM participant, must submit an organizational chart indicating their control structure, demonstrating situations that characterize CONTROL power, covering the entire chain of corporate control up to the natural person level, observing, where relevant, Federal Revenue Service Normative Instruction No. 2.119/2022, and except only in cases where, due to applicable legal or regulatory restriction or impediment, it is not possible to submit the required information.
- 12.9. For BIDDERS constituted in the form of investment funds, compliance with the provisions of item 12.8 shall consider the existence of majority shareholders, or a body and respective members, with power of influence to change the Fund's bylaws, holding powers similar to those referred to in Federal Law No. 6.404/1976, for the purpose of identifying the controlling shareholder.

B. TAX AND LABOR REGULARITY

- 12.10. The following documents must be submitted by the individual BIDDER or, in the case of a CONSORTIUM, by each of the members of the CONSORTIUM:
- I. Proof of registration in the National Register of Legal Entities of the Ministry of Finance – CNPJ/MF;
 - II. Proof of registration in the Municipal Register of Taxpayers, if any, related to the domicile or headquarters of the BIDDER, or, in the case of a CONSORTIUM, to the domicile or headquarters of each consortium member, pertinent to its branch of activity and compatible with the contractual object, or declaration signed by the BIDDER that the activity performed does not make municipal registration required, according to the template available in ANNEX 1;
 - III. Clearance certificate, or certificate with clearance effects, of debts related to Federal Tax Credits and the Overdue Federal Tax Liability;
 - IV. Proof of compliance with the provisions of Federal Complementary Law No. 214, of January 16, 2025, as applicable, and certificate of regularity regarding tax debts registered as outstanding debt related to the Tax on Services of Any Nature – ISS before the Municipal Treasury, related to the domicile or headquarters of the BIDDER, or, in the case of a CONSORTIUM, to the domicile or headquarters of

each consortium member, pertinent to its branch of activity and compatible with the contractual object;

- V. Certificate of good standing before the Severance Indemnity Fund – FGTS; and
- VI. Proof of non-existence of defaulted debts before the Labor Court, upon presentation of a Negative or Positive Certificate with Negative Effects of Labor Debts – CNDT, pursuant to Title VII-A of the Consolidation of Labor Laws.

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

12.12. If any certificate presented in accordance with item 0 is positive, or the updated status of the debt(s) is not recorded, proof of discharge and/or certificates must be presented that indicate the updated status of the lawsuits and/or administrative procedures listed, dated no later than 90 (ninety) days prior to the final date for receipt of the ENVELOPES.

12.12.1. The documents provided for in item 12.12 not replace, under any circumstances, the presentation of the certificates listed in item 0, and are intended to allow the investigation, by the PROCUREMENT COMMITTEE, of a possible situation of fiscal regularity of the BIDDER, or of a member of the CONSORTIUM, regardless of what is indicated in the certificate, if the discharge of the tax or the suspension of its enforceability is proven.

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

C. ECONOMIC AND FINANCIAL QUALIFICATION

12.14. The following documents must be submitted by the individual BIDDER or, in the case of a CONSORTIUM, by each of the participants in the CONSORTIUM:

- I. In the case of a Business Company, Bankruptcy and Concordat Request Certificate issued by the Judicial Distributor of the Judicial District (Civil Courts) of the city where the company is headquartered, dated no later than 180 (one hundred and eighty) days prior to the date of its delivery;
- II. In the case of a Simple Company, a certificate issued by the Judicial Distributor of the Civil Courts of the District where the company is headquartered, related to the Asset Execution, dated no later than 180 (one hundred and eighty) days prior to the date of its delivery;

- III. COMMITMENT TO SUBSCRIBE AND PAY IN THE SHARE CAPITAL, in the form of the template in Annex 1, in the amount equal to or greater than:
- a. LOT 1: R\$ 3,592,900.00 (three million, five hundred and ninety-two thousand, nine hundred reais) and R\$ 3,526,300.00 (three million, five hundred and twenty-six thousand, three hundred reais).
 - b. LOT 2: R\$ 5,396,100.00 (five million, three hundred and ninety-six thousand, one hundred reais) and R\$ 5,319,400.00 (five million, three hundred and nineteen thousand, four hundred reais).
 - c. LOT 3: R\$ 4,494,900.00 (four million, four hundred and ninety-four thousand, nine hundred reais) and R\$ 4,568,500.00 (four million, five hundred and sixty-eight thousand, five hundred reais).
 - d. LOT 4: R\$ 7,780,500.00 (seven million, seven hundred and eighty thousand, five hundred reais) and R\$ 4,011,300.00 (four million, eleven thousand, three hundred reais).
 - e. LOT 5: R\$ 6,106,400.00 (six million, one hundred and six thousand, four hundred reais) and R\$ 5,397,700.00 (five million, three hundred and ninety-seven thousand, seven hundred reais).
 - f. LOT 6: R\$ 20,956,100.00 (twenty million, nine hundred and fifty-six thousand, one hundred reais) and R\$ 9,163,000.00 (nine million, one hundred and sixty-three thousand reais).
 - g. LOT 7: R\$ 7,242,900.00 (seven million, two hundred and forty-two thousand, nine hundred reais) and R\$ 4,353,700.00 (four million, three hundred and fifty-three thousand, seven hundred reais).

12.14.1. In order to comply with item 12.14, subsection III, foreign companies must submit the required documents accompanied by an analysis from independent auditors. Companies must submit their financial statements (balance sheet and income statement) certified by an accountant registered with the relevant professional body, if auditing is not mandatory under the laws of their countries of origin.

12.14.2. In situations where the BIDDER is subject to the Public Accounting Bookkeeping System (SPED), in order to comply with item 12.14, subsection III, above, the balance sheet and financial statements must be submitted together with: (i) a delivery receipt issued by SPED for the Digital Accounting Bookkeeping – ECD with valid authentication on the date of its presentation to the CONTRACTING COMMISSION, as well as, if applicable, presented together with the Verification Term for Replacement Purposes, required by RFB Normative Instruction No. 2,003, of January 18, 2021; and (ii) proof of the digital signature of the accounting book by the responsible director and by a qualified accounting professional duly

registered with the Regional Accounting Council – CRC, proving their good standing with the respective council.

- 12.15. Bidders must submit, together with the required clearance certificates, a statement issued by the jurisdiction of their headquarters, indicating which Notary Offices or Registry Offices control the distribution of bankruptcies and judicial recoveries.
- 12.15.1. The presentation of the certificate indicated in the item above is waived in cases where the certificate itself states that all the competent notary offices have been consulted for its issuance or if the district of the BIDDER'S headquarters does not issue an official document with such content, and the BIDDER must present, in this case, a declaration signed by the ACCREDITED REPRESENTATIVE informing the impossibility of presenting said document, preserving the right of the PROCUREMENT COMMITTEE to carry out diligence to ascertain the veracity of the declared
- 12.16. If there is any legal action distributed in the modalities referred to in items I and II of item 12.14, the BIDDER must present the updated certificate that indicates the situation of the process.
- 12.17. If the BIDDER is under judicial or extrajudicial reorganization, the acceptance of the judicial reorganization plan or the approval of the extrajudicial reorganization plan, as the case may be, must be proven.

D. TECHNICAL QUALIFICATION

- 12.18. For the purpose of proving its TECHNICAL QUALIFICATION, the individual BIDDER or the consortium must prove aptitude for the performance of a relevant and compatible activity in characteristics, quantities and deadlines with the object of the TENDER, by submitting a certificate(s) of technical capacity, on behalf of the BIDDER, or even a professional linked to it, issued by a legal entity(ies) governed by public or private law, or by a regulatory and/or supervisory body, proving previous experience, over at least 12 (twelve) months, as responsible for the management/administration of infrastructure assets and/or vehicle impoundment and custody services that have generated annual operating revenue of at least:
- a. R\$4,813,250.00 (four million, eight hundred and thirteen thousand, two hundred and fifty Reais), for LOT 1;
 - b. R\$7,651,750.00 (seven million, six hundred and fifty-one thousand, seven hundred and fifty Reais), for LOT 2;
 - c. R\$6,407,250.00 (six million, four hundred and seven thousand, two hundred and fifty Reais), for LOT 3;

- d. R\$8,744,500.00 (eight million, seven hundred and forty-four thousand and five hundred Reais), for LOT 4;
- e. R\$8,584,250.00 (eight million, five hundred and eighty-four thousand, two hundred and fifty Reais), for LOT 5;
- f. R\$29,396,750.00 (twenty-nine million, three hundred and ninety-six thousand, seven hundred and fifty Reais), for LOT 6; and
- g. R\$8,293,000.00 (eight million, two hundred and ninety-three thousand Reais), for LOT 7.

12.18.1. If the BIDDER submits a bid for more than one LOT, it must submit document(s) proving compliance with the requirement in item 12.18 for each of the LOTS, and the use of the same quantities for more than one LOT is prohibited. If the quantity stated in the certificate submitted exceeds the minimum quantity required for qualification for the LOT in which the BIDDER's certificate is considered, the excess quantity may be used in the BIDDER's participation in a consortium or separately in another LOT.

12.18.2. To prove what is required in item 12.18, a sum of certificates will be admitted, provided that a certificate demonstrates, in isolation, the participation of the BIDDER as responsible for the management/administration of infrastructure assets and/or vehicle impoundment and custody services that have generated annual operating revenue of at least:

- a. R\$962,650.00 (nine hundred and sixty-two thousand, six hundred and fifty Reais), for LOT 1;
- b. R\$1,530,350.00 (one million, five hundred and thirty thousand, three hundred and fifty Reais), for LOT 2;
- c. R\$1,281,450.00 (one million, two hundred and eighty-one thousand, four hundred and fifty Reais), for LOT 3;
- d. R\$1,748,900.00 (one million, seven hundred and forty-eight thousand and nine hundred Reais), for LOT 4;
- e. R\$1,716,850.00 (one million, seven hundred and sixteen thousand, eight hundred and fifty Reais), for LOT 5;
- f. R\$5,879,350.00 (five million, eight hundred and seventy-nine thousand, three hundred and fifty Reais), for LOT 6; and
- g. R\$1,658,600.00 (one million, six hundred and fifty-eight thousand and six hundred Reais), for LOT 7.

12.18.3. In the case of a CONSORTIUM, for the purposes of TECHNICAL QUALIFICATION, the sum of the certificates of one or more members of the CONSORTIUM will be accepted, subject to Item 12.18.1.

12.18.4. For the purposes of Item 12.18, the following shall be considered responsible:

- I. the person directly responsible, individually, for the management/administration of the infrastructure asset and/or vehicle collection and custody services, including, in the case of an investment fund, its manager;
 - II. the consortium member, with a minimum participation of 10% (ten percent) in the consortium responsible for the management/administration of the infrastructure assets and/or vehicle collection and custody services;
 - III. the shareholder of the responsible company, with a minimum shareholding of 10% (ten percent); or
 - IV. in any other way, a participant in the management/administration of infrastructure assets and/or vehicle collection and custody services, with a position that grants them decision-making powers in management/administration.
- 12.18.5. Infrastructure assets shall be considered to be public assets or sets of public assets that are part of, among others, the following systems: (i) social infrastructure, such as schools, housing, hospitals, and prisons; (ii) administrative infrastructure, such as administrative centers; (iii) event infrastructure, such as exhibition centers; (iv) communications; (v) logistics, including highways, airports, and transportation, both freight and passenger; (vi) energy; (vii) basic sanitation; (viii) public service provision; or (ix) other infrastructure assets of equivalent or greater complexity.
- 12.18.6. In order to meet the technical qualification requirements set forth in Item 12.18, the BIDDER will not be required to have participated in the management of the infrastructure asset during its implementation phase.
- For the purposes indicated in item 12.18 and 12.18.1, the historical values of annual operating revenue generated by the infrastructure or enterprise asset must be updated, applying the variation of the IPCA/IBGE that occurred between the month prior to the base date indicated in the certificate (inclusive) and the month prior to the base date. If the certificate does not indicate the base date, the month prior to the date of issuance of the certificate will be considered.
- 12.18.7. Certificates of technical responsibility, when presented in the name of an individual professional and/or legal entity, will only be accepted if the professional and/or qualified legal entity has a relationship with the BIDDER at the end of the date for delivery of the ENVELOPES.
- 12.18.7.1. Proof of the relationship may be provided by social contract, registration in the professional card, employee card, employment contract, technical assistance contract or service contract, depending on whether it is an individual professional or a legal entity.
 - 12.18.7.2. Proof of the relationship may also be made by letter or contract of intent signed between the BIDDER and the individual professional or qualified legal entity, indicating that, in the event that the BIDDER is the winner, it will assume the obligation to participate in the

CONCESSION through one of the forms of relationship indicated in item 12.18.7.17.

- 12.18.7.3. The BIDDER's relationship with the qualified individual(s) or legal entity(ies) must remain in place at least until the CONTRACT SIGNING DATE, in accordance with the provisions of the CONTRACT regarding the replacement of the technical manager(s) by another (others) who meet the technical qualification requirement.
- 12.18.7.4. The individual professional or the qualified legal entity is not prohibited from having a relationship with more than one BIDDER.
- 12.19. For the purposes of proving the qualification required in item 12.18, letters or statements from a financial institution, regulatory agencies or granting authority, as the case may be, as well as audited financial statements of the projects carried out or other document demonstrating the required experience, will be admitted as equivalent to the certificates, provided that, in any case, such documents are able to effectively prove compliance with the technical experience requirements defined in item 12.18.
- 12.20. The experience required in this NOTICE may also be proven by means of certificates issued on behalf of a controlled company, parent company, affiliate and/or companies under common CONTROL of the BIDDER, directly or indirectly, and of a foreign parent company of a Brazilian subsidiary, provided that the situation (of a controlled company, parent company, affiliate and/or companies under common CONTROL, directly or indirectly, and of a foreign parent company of a Brazilian subsidiary) is duly proven and has been in force since the date prior to the publication of this NOTICE.
- 12.20.1. The relationship between the BIDDER and the company holding the proof of experience documents must be proven by submitting (i) an organization chart of the ECONOMIC GROUP that demonstrates the corporate relationship(s) between the BIDDER and the company holding said proof documents; and (ii) corporate documents, under the terms of the applicable legislation, which support the corporate relationships indicated in that organization chart, such as articles of incorporation, bylaws, share registration books (including book-entry shares), share transfer registration books (including book-entry shares) and quota holders' or shareholders' agreements.
- 12.20.2. In the event of item 12.20, the BIDDER must prove that the company holding the certificate does not incur any of the restrictions on participation in the TENDER provided for in item 7 of this NOTICE, and consultations must be carried out in the records indicated in item 13.47 and the clearance certificate referred to in item 12.14, items I and II, as the case may be, must be presented.
- 12.20.3. In the case of investment funds, certificates issued on behalf of companies controlled by investment funds under the same administrator and/or manager as the BIDDER will be admitted, provided that the administrator

and/or manager has acted as a manager during the period of verification of the experience intended to be proven.

12.21. In the case of corporate changes and merger, incorporation or spin-off of companies, the certificates will only be considered if accompanied by documentary and unequivocal evidence of the definitive transfer of technical assets, except if the case also falls under the case of item 12.20, when it must then comply with the requirements set forth in that item.

12.21.1. Any other certificates that are not due to the corporate events highlighted above will not be considered valid.

12.22. Without prejudice to the provisions of items 12.19 and 12.26, the documents and certificates must be issued by public or private bodies or entities contracting the attested object, on the declarant's letterhead, with identification of its legal representative and information for eventual contact by the PROCUREMENT COMMITTEE.

12.23. The compliance of the attestations and their information can be confirmed through diligence. If the veracity of the information on the TECHNICAL QUALIFICATION cannot be proven, the BIDDER will be disqualified, being subject to the penalties provided for in this NOTICE.

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

- I. Purpose;
- II. Characteristics of the activities and services developed;
- III. Total value of the enterprise and percentage of participation of the BIDDER or consortium member;
- IV. Start and end dates for the performance of activities and services;
- V. Start and end dates of the company's participation in the consortium, when the certificate has been issued on behalf of the consortium;
- VI. Description of the activities carried out in the consortium, when the certificate has been issued on behalf of the consortium, observing the provisions of art. 67, § 10, of Federal Law No. 14.133/2021, in the event that the certificate or the contract for the constitution of the consortium does not identify the activity performed by each individual consortium member, subject to the provisions of item 12.18.6 for the purposes of determining the person responsible for the management/administration of the infrastructure asset;
- VII. Location of the activities and services;
- VIII. Corporate name of the issuer; and
- IX. Name and identification of signatory.

- 12.25. The certificates may refer to contracts in progress, provided that the quantities and technical characteristics of the object already carried out are compatible with the object of this TENDER, and provided that the minimum execution period of 12 (twelve) months established in item 12.18 is observed.
- 12.26. If the recommended content provided for in item 12.24 not in the respective certificates provided for in item 12.18, the missing information, if necessary for the PROCUREMENT COMMITTEE'S judgment, may be proven by other documents, including, if applicable, the BIDDER'S own statement, and the PROCUREMENT COMMITTEE, if deemed pertinent and necessary for the analysis of the TECHNICAL QUALIFICATION, shall take steps to ensure the correctness of the information.
- 12.26.1. The proof required for the TECHNICAL QUALIFICATION may be made by means of certificates issued in the name of the BIDDER or statements of the BIDDER, in the case of their own projects, which must be accompanied by the documents necessary to prove their veracity.
- 12.26.2. The BIDDER must clearly and unequivocally present the relevant data of the certificates presented, and must also, for possible complementation of the required information, attach other supporting documents, such as: copies of the contract to which the certificate refers; service orders and/or other pertinent ones.
- 12.27. In the case of BIDDERS constituted in the form of an investment fund, proof of TECHNICAL QUALIFICATION held by its manager will be accepted.
- 12.27.1. The BIDDER must clearly and unequivocally present the relevant data of the certificates presented, and must also, for possible complementation of the required information, attach other supporting documents, such as: copies of the contract to which the certificate refers; service orders and/or other pertinent ones.
- 12.27.1.1. Under no circumstances will the documents listed in item 12.27.1 above replace the certificate.

E. STATEMENTS

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

- I. Declaration of regularity before the Ministry of Labor and Social Security, in compliance with the provisions of article 7, item XXXIII, of the Federal Constitution, according to the template in ANNEX 1;

II. Declaration that the BIDDER is not in the process of (a) bankruptcy; (b) judicial or extrajudicial liquidation; (c) insolvency; (d) temporary special administration or (e) intervention, according to the template in ANNEX 1;

III. Declaration of non-existence of fact preventing participation in the TENDER, according to the template in ANNEX 1, attesting that:

a. It was not declared disreputable by any federative sphere, and is not prohibited from any tender process or contracting with the PUBLIC ADMINISTRATION because it is included in the National Register of Punished Companies – CNEP and in the National Register of Disreputable and Suspended Companies – CEIS, both from the Federal Government and in the State Register of Punished Companies – CEEP of the State of São Paulo;

b. It is not in compliance with a penalty of impediment to bid and contract with the Direct or Indirect Public Administration of the State of São Paulo;

c. Undertakes to report the occurrence of any supervening facts related to the object of this statement; and

d. It is not condemned, by a final and unappealable judgment, to the penalty of interdiction of rights due to the practice of environmental crimes, as disciplined in article 10, of Federal Law nº 9.605/1998.

IV. Declaration of regularity regarding the rules related to health and safety at work, pursuant to article 117, sole paragraph, of the Constitution of the State of São Paulo, according to the template in ANNEX 1;

V. Declaration of compliance with the economic proposals to the full costs for compliance with the labor rights guaranteed in the Federal Constitution, labor laws, infra-legal rules, collective bargaining agreements and the terms of adjustment of conduct in force on the date of submission of the proposals, in accordance with §1 of article 63 of Federal Law No. 14.133, of April 1, 2021;

VI. Declaration that it complies with the requirements for reserving positions for people with disabilities and for those rehabilitated from Social Security, provided for by law and other specific rules, according to the template in ANNEX 1;

VII. Declaration, according to the template in ANNEX 1, acknowledging that:

a. Prevents the contracting with the GRANTING AUTHORITY, as well as the receipt of any public resources, registration(s) in the Informative Register of Unpaid Credits of State Bodies and Entities – STATE CADIN (State Law nº 12.799/2008);

b. Prevents the contracting with the GRANTING AUTHORITY registration(s) of sanctions described:

1. In item 7.4, items I or II in the Electronic System for the Application and Registration of Administrative Sanctions – e-Sanctions (State Decree No. 61.751/2015);
2. In item 7.4, item II in the National Registry of Disreputable and Suspended Companies – CEIS (Federal Law No. 12.846/2013);
3. In item 7.4, item V in the National Register of Punished Companies – CNEP and in the State Register of Punished Companies – CEEP of the State of São Paulo; or
4. In item 7.4, item VIII in the National Registry of Civil Convictions for Acts of Administrative Misconduct and Ineligibility – CNIA of the National Council of Justice;

VIII. Declaration, according to the template ANNEX 1, that the BIDDER:

- a. It is subject to all the conditions of the NOTICE;
- b. Is fully aware of the services object of the CONCESSION;
- c. It is responsible for the veracity of all information contained in the documentation and PRICE PROPOSAL presented; and
- d. It received all the component elements of this NOTICE, became aware of all the information and conditions for the fulfillment of the obligations object of the TENDER, as well as considered sufficient the information received for the preparation of its PRICE PROPOSAL.

IX. Declaration of commitment to contract the PERFORMANCE GUARANTEE, respecting the minimum values presented in the CONTRACT, whereby the BIDDER, in the event of winning the tender process, undertakes to contract, without clauses that allow the exclusion of liabilities, the mentioned guarantee as a condition for signing the CONTRACT;

X. Declaration, according to the template in ANNEX 1 that undertakes, in the event of being awarded the object of the TENDER of the respective LOT, to make payment to B3 as provided for in the B3 PROCEDURES MANUAL, according to item 16.5, item IV;

XI. Statement of financial capacity contained in ANNEX 1, through which the BIDDER must declare that it has or has the capacity to obtain sufficient financial resources to fulfill the obligations to contribute its own resources and obtain resources from third parties necessary to achieve the object of the CONCESSION, including the obligation to pay in the share capital of the SPE, until the CONTRACT SIGNATURE DATE, if it is the winner of this TENDER.

12.29. All declarations contained in the previous item must be submitted individually, by each BIDDER or CONSORTIUM member, or may be issued by the CONSORTIUM itself, through its leading company, proving its powers to do so.

CHAPTER III – BID PROCESSING

13. TENDER PROCEDURE

13.1. Any divergences that may exist regarding the application of the NOTICE, for the purpose of interpreting rules relevant to the TENDER procedure, will be resolved in accordance with the following criteria, in the following order:

13.1.1. THE BIDDING NOTICE;

13.1.2. The CONTRACT; and

13.1.3. The ANNEXES.

13.1.3.1. In case of divergences between the Portuguese and English versions, the Portuguese version shall prevail.

13.2. The TENDER will be conducted in 7 (seven) LOTS and will be divided into the following stages:

13.2.1. DELIVERY OF the BIDDERS' ENVELOPES in digital version, through the B3 AUCTION PLATFORM, or in physical version, at B3's headquarters;

13.2.2. Verification of the regularity of the accreditation and the BID GUARANTEES for each LOT;

13.2.3. PUBLIC BIDDING SESSION of each LOT;

13.2.4. Consultation of registers and systems;

13.2.5. Verification of the QUALIFICATION DOCUMENTS of the HIGHEST RANKED BIDDER in each LOT;

13.2.6. Publication of the preliminary result of the TENDER for each LOT;

13.2.7. Single appeal phase, if filed;

13.2.8. Publication of the final result of the tender process for each LOT; and

13.2.9. APPROVAL and AWARD, according to the procedure for each LOT.

- 13.3. In the event of the postponement or suspension of the TENDER of a LOT, the PROCUREMENT COMMITTEE may continue the analysis and judgment of the other LOT(s), since they will be analyzed and judged differently.
- 13.4. The TENDER will be processed and judged by the duly established PROCUREMENT COMMITTEE, in accordance with the rules, procedures, and deadlines set forth in this NOTICE, in the act that established it, with operational support from B3 to assist in conducting the TENDER and performing related activities.
- 13.5. The PROCUREMENT COMMITTEE may, at any stage of the TENDER, take steps to clarify or complement the instruction of the process, and may also:
 - 13.5.1. Request from the BIDDERS, at any time, clarifications on the BID GUARANTEE, the PRICE PROPOSAL, the bids and the qualification documents presented, admitting the correction of formal and material failures, or the complementation of insufficiencies, which must be remedied within the period established by the PROCUREMENT COMMITTEE, under penalty of disqualification of the PRICE PROPOSAL or disqualification of the BIDDER.
 - 13.5.2. Extend the deadlines referred to in the NOTICE in case of public interest, unforeseeable circumstances or force majeure, without the BIDDERS being entitled to indemnification or reimbursement of costs and expenses in any capacity.
- 13.6. The diligences promoted by the PROCUREMENT COMMITTEE may not result in the creation of a requirement that is not provided for in the NOTICE, pursuant to article 64 of Law no. 14.133/2021.
- 13.7. In prestige to the principle of instrumentality of the forms and in order to expand the competition in the event, material errors or non-conformities will not prejudice the classification or qualification of any BIDDER, if they can be effectively overcome by the measures provided for in item 13.5.
 - 13.7.1. Pursuant to article 64, paragraph 1, of Law no. 14.133/2021, irrelevant material errors may be remedied by a motivated act of the PROCUREMENT COMMITTEE itself, when it is not necessary to promote the measures referred to in item 13.5.

PUBLIC SESSIONS

- 13.8. At the end of each of the PUBLIC SESSIONS, detailed minutes will be drawn up, as provided for in this NOTICE, to be signed by the members of the PROCUREMENT COMMITTEE, with the signature provided by the ACCREDITED REPRESENTATIVES of the BIDDERS.
 - 13.8.1. The PROCUREMENT COMMITTEE will always take its decisions in a reasoned and written manner, attaching to the records of the tender process the respective decision and grounds.

- 13.9. The PUBLIC SESSIONS must be recorded in audio and video, and the recordings will be added to the records of the tender process after its closure, pursuant to §5 of article 17 of Law no. 14.133/2021.
- 13.9.1. The PROCUREMENT COMMITTEE may, at its sole discretion, close the PUBLIC SESSIONS.
- 13.9.2. Unopened ENVELOPES may be removed by the interested parties within 30 (thirty) days after signing the CONTRACT. If they are not withdrawn within this thirty (30) day period, they will be rendered unusable regardless of any notice or notification.
- 13.10. The correction of formal defects in the documents submitted by the BIDDERS will be allowed, within a period to be indicated by the PROCUREMENT COMMITTEE, pursuant to item 13.5.1, without prejudice to the conduct of the tender process, in compliance with the principle of instrumentality of the forms.
- 13.11. The exchange of the contents of any of the ENVELOPES will imply the disqualification of the BIDDER.
- 13.12. Except for the case dealt with in item 8.13, the signature of the signatories of the documents required in this TENDER is waived, pursuant to article 12, V, of Law No. 14.133/2021.

A. DELIVERY OF ENVELOPES

- 13.13. The TENDER will start with the submission of ENVELOPES 1- ACCREDITATION, 2- BID GUARANTEE, 3- PRICE PROPOSAL and 4- QUALIFICATION DOCUMENTS, referred to in this NOTICE, alternatively, digitally, through the B3 AUCTION PLATFORM, or physically, at B3's headquarters, located at Rua XV de Novembro nº 275, Centro, São Paulo/SP, according to the guidelines contained in this NOTICE and in ANNEX 2 – B3 PROCEDURES MANUAL.
- 13.13.1. The ENVELOPES must be delivered by the deadline for delivery of the ENVELOPES, provided for in item G – SCHEDULE of this NOTICE.
- 13.13.2. In the case of physical delivery, BIDDERS may access the location of the PROCUREMENT COMMITTEE from 30 (thirty) minutes before the maximum time for the delivery of the ENVELOPES, provided for in item G – SCHEDULE, delivered directly and personally, by any holder, or through the ACCREDITED BROKER, for BIDDERS who have opted for their contracting.
- 13.13.3. In the case of delivery in digital form, BIDDERS may submit the documents on the B3 AUCTION PLATFORM from 10:00 am on the date of delivery of the ENVELOPES until the maximum delivery time of the ENVELOPES, both provided for in item G – SCHEDULE of this NOTICE.

- 13.14. After the maximum delivery time of the ENVELOPES, provided for in item G – SCHEDULE of this notice and before the opening of the physical ENVELOPES, the PROCUREMENT COMMITTEE will verify, with the B3 AUCTION PLATFORM, if the BIDDER that submitted documents in physical media also performed the digital delivery. Once the double presentation is verified, will prevail the digital version, observing the case under item 8.1.1 and provided that it is timely, remaining the physical ENVELOPES, in this case, under the custody of B3 until the closing of the TENDER.
- 13.15. Upon receipt of the ENVELOPES, the accredited REPRESENTATIVES and the ACCREDITED BROKERS, if any, of the BIDDERS will be accredited by the PROCUREMENT COMMITTEE, subject to the requirements of item 9.

Presentation OF the ENVELOPES BY the B3 AUCTION PLATFORM

- 13.16. BIDDERS who choose to submit the ENVELOPES through the B3 AUCTION PLATFORM must, by the ENVELOPE DELIVERY DATE, be registered on the B3 AUCTION PLATFORM, to be carried out in accordance with ANNEX 2 – B3 PROCEDURES MANUAL.
- 13.16.1. The registration for access to the B3 AUCTION PLATFORM by any interested party does not imply its decision to participate in this TENDER, being only a step to access the virtual environment in which the ENVELOPES will be delivered.
- 13.16.2. The registration may be made at any time by the interested parties, recommending their request with B3 at least 48 (forty-eight) hours in advance of the deadline for delivery of the ENVELOPES, provided for in item G – SCHEDULE of this NOTICE.
- 13.16.3. B3 will keep confidential, until the maximum delivery time of the ENVELOPES provided for in item G - SCHEDULE, all interested parties who have registered or submitted the ENVELOPES on the B3 AUCTION PLATFORM.
- 13.16.4. Interested parties may request specific training from B3 for the handling of the B3 AUCTION PLATFORM, through the email leiloes@b3.com.br, which may be given until the business day prior to the ENVELOPE DELIVERY DATE, provided for in item G – SCHEDULE of this NOTICE.
- 13.16.4.1. Interested parties may not claim ignorance of the operation of the B3 AUCTION PLATFORM due to errors in the contribution of files in the system.
- 13.17. It is the sole responsibility of the BIDDERS to make all necessary arrangements for their registration and access to the B3 AUCTION PLATFORM, as well as to contribute the documentation required in this NOTICE, subject to the provisions of this NOTICE.
- 13.17.1. The users assigned to the BIDDERS in the registration stage in the B3 AUCTION PLATFORM must prove that they have powers to represent it in

the manipulation of information in the system, according to the instructions in ANNEX 2.

- 13.17.2. The user of the B3 AUCTION PLATFORM is not to be confused with the ACCREDITED REPRESENTATIVE, although there is no restriction for the person qualified as a user of the BIDDER on the B3 AUCTION PLATFORM to also act as an ACCREDITED REPRESENTATIVE, provided that the requirements set forth in this NOTICE are met.
- 13.18. Any questions about the use of the B3 AUCTION PLATFORM must be sent to B3, through the same procedure indicated in item 13.16.4.
- 13.18.1. The clarifications provided by B3 on the use of the B3 AUCTION PLATFORM are not to be confused with the clarifications provided for in item 4.1, and will be answered exclusively by B3, without any action by the PROCUREMENT COMMITTEE.
- 13.19. BIDDERS are solely responsible for the integrity and authenticity of the documents submitted by electronic protocol on the B3 AUCTION PLATFORM.
- 13.20. The documentation delivered via the B3 AUCTION PLATFORM must be presented in its digital format or scanned clearly in PDF standard without access restrictions and with Optical Character Recognition (OCR), when possible.
- 13.21. The original documents issued in physical media must comply with the guidelines established in Federal Decree No. 10.278, of March 18, 2020, meeting the requirements in the digitization involving public entities.
- 13.22. The PROCUREMENT COMMITTEE may, at its discretion and at any time during the TENDER, request the presentation of original documents in physical form if necessary to convince it of the veracity of the documentation scanned and contributed to the B3 AUCTION PLATFORM.
- 13.23. BIDDERS are responsible for the health of the connection to the B3 AUCTION PLATFORM during the acts that must be performed on it, and there is no responsibility of the PROCUREMENT COMMITTEE or B3 regarding access, except in cases of instability of the B3 AUCTION PLATFORM.
- 13.24. Bidders must observe the navigation instructions on the B3 AUCTION PLATFORM contained in ANNEX 2 – B3 PROCEDURES MANUAL, without prejudice to any clarifications provided in the form of item 4.1 this NOTICE.

Presentation of ENVELOPES in physical form

- 13.25. BIDDERS who choose to present the ENVELOPES in physical form at the B3 headquarters must, on the ENVELOPE DELIVERY DATE, provided for in item G – SCHEDULE, present the documents provided for in item 8.1 in 04 (four) different, opaque, sealed and inviolate ENVELOPES, with identification as follows:

ENVELOPE 1 – ACCREDITATION

ENVELOPE 1 – ACCREDITATION

INTERNATIONAL COMPETITIVE BIDDING NO. 001/2026 FOR THE CONCESSION OF PUBLIC VEHICLE IMPOUNDMENT, CUSTODY, RETURN AND AUCTION PREPARATION SERVICES FOR VEHICLES IMPOUNDED BY TRAFFIC AUTHORITIES OF THE STATE OF SÃO PAULO.

[CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEADING COMPANY WITH ADDRESS, TELEPHONE AND EMAIL]

[CORPORATE NAME OF THE ACCREDITED BROKER, IF CONTRACTED]

ENVELOPE 2 – BID GUARANTEE

ENVELOPE 2 – BID GUARANTEE

INTERNATIONAL COMPETITIVE BIDDING NO. 001/2026 FOR THE CONCESSION OF PUBLIC VEHICLE IMPOUNDMENT, CUSTODY, RETURN AND AUCTION PREPARATION SERVICES FOR VEHICLES IMPOUNDED BY TRAFFIC AUTHORITIES OF THE STATE OF SÃO PAULO.

[CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEADING COMPANY WITH ADDRESS, TELEPHONE AND EMAIL]

[CORPORATE NAME OF THE ACCREDITED BROKER, IF CONTRACTED]

ENVELOPE 3 – PRICE PROPOSAL

ENVELOPE 3 – PRICE PROPOSAL

INTERNATIONAL COMPETITIVE BIDDING NO. 001/2026 FOR THE CONCESSION OF PUBLIC VEHICLE IMPOUNDMENT, CUSTODY, RETURN AND AUCTION PREPARATION SERVICES FOR VEHICLES IMPOUNDED BY TRAFFIC AUTHORITIES OF THE STATE OF SÃO PAULO.

[CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEADING COMPANY WITH ADDRESS, TELEPHONE AND EMAIL]

[CORPORATE NAME OF THE ACCREDITED BROKER, IF CONTRACTED]

ENVELOPE 4 – QUALIFICATION DOCUMENTS**ENVELOPE 4 – QUALIFICATION DOCUMENTS**

INTERNATIONAL COMPETITIVE BIDDING NO. 001/2026 FOR THE CONCESSION OF PUBLIC VEHICLE IMPOUNDMENT, CUSTODY, RETURN AND AUCTION PREPARATION SERVICES FOR VEHICLES IMPOUNDED BY TRAFFIC AUTHORITIES OF THE STATE OF SÃO PAULO.

[CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEADING COMPANY WITH ADDRESS, TELEPHONE AND EMAIL]

[CORPORATE NAME OF THE ACCREDITED BROKER, IF CONTRACTED]

- 13.25.1. The BIDDER must submit the ENVELOPES separately for each LOT, containing the respective documents, under the terms of this NOTICE, in accordance with the provisions of items 9.10 and 10.1.1.
- 13.26. The content of each of the 4 (four) ENVELOPES must be presented in 1 (one) physical copy, with an opening term, index and closing term for the complete documentation of each ENVELOPE, accompanied by 1 (one) digital copy that represents an identical reproduction to the physical copy presented.
- 13.26.1. All documentation presented in printed form must be accompanied by a true copy, in magnetic or electronic media, in standard PDF files (Adobe Acrobat) and with Optical Character Recognition (OCR), when possible.
- 13.26.1.1. The presentation in magnetic or electronic media indicated in the previous item must correspond to a specific flash drive for the documentation of each ENVELOPE, contemplating all possible volumes that it contains, and will integrate the contents of the respective ENVELOPE.
- 13.26.1.2. The flash drives must be labeled with the identification of the BIDDER and clarification of their content.
- 13.26.1.3. In case of divergence between the printed documents and those recorded in magnetic media, the printed versions shall prevail.
- 13.26.1.4. Any recording errors, or failures in the content of the electronic files, do not constitute causes for the disqualification of the PRICE PROPOSAL or disqualification of the BIDDER, if they are sent during the diligences provided for in item 13.5 this NOTICE.
- 13.27. The sheets of the ENVELOPES will be numbered sequentially, including the separation sheets, catalogs, drawings or the like, if any, regardless of more than one volume per ENVELOPE, from the opening term to the closing term, so that

the numbering of the last sheet of the last volume reflects the number of sheets of each ENVELOPE.

- 13.28. The back of the pages should not be numbered under any circumstances, and the inscription "blank" should appear if there is no content. Pages whose back is not blank must be numbered with the same number as the obverse of the page, plus the particle "back".
- 13.29. The documents must be presented in their original form or in the form of a copy certified by a Notary Public, or by a simple copy accompanied by the original for authentication by a member of the PROCUREMENT COMMITTEE or a declaration of authenticity by a lawyer, under their personal responsibility.
- 13.29.1. The BID GUARANTEE must be presented in its original copy, except in the cases of Performance Guarantees, capitalization bonds and public debt securities issued digitally, for which a printed copy of the digital copy must be presented, subject to the specific rules contained in the B3 PROCEDURES MANUAL.
- 13.29.2. Exceptions to the rule provided for in item 13.29 documents obtained through the Internet, which may be presented without any authentication, provided that, when relevant, accompanied by a verification code that allows the verification of their authenticity before the issuing entity of the document.
- 13.29.3. The documents may be signed electronically, provided that through digital certification, pursuant to art. 12, §2, of Federal Law no. 14.133/2021, of art. 10, § 1, of Provisional Presidential Decree No. 2.200-2/2001 and Article 7 of Decree No. 67.641/2023.

B. VERIFICATION OF REGULARITY OF BID GUARANTEES AND ACCREDITATION OF BIDDERS

- 13.30. After the deadline for the delivery of the ENVELOPES and the accreditation, the PROCUREMENT COMMITTEE will analyze the BID GUARANTEES of all BIDDERS, submitted by digital or physical means.
- 13.31. Once the analysis in item 13.30 above has been completed, the PROCUREMENT COMMITTEE will disclose, by the date established in item G – SCHEDULE of this NOTICE, a decision on: (i) acceptance or eventual non-acceptance of the documents contained in ENVELOPE 2 (BID GUARANTEE); and (ii) accreditation of the BIDDERS.
- 13.32. In its analysis, the PROCUREMENT COMMITTEE will certify the regularity of the BID GUARANTEES, in accordance with item 10 of this NOTICE.
- 13.32.1. Only BID GUARANTEES that are in compliance with the conditions of this NOTICE and the relevant legislation should be considered regular.

C. PUBLIC BIDDING SESSION - VERIFICATION AND CLASSIFICATION OF PRICE PROPOSALS WITH ACCEPTED BID GUARANTEES

- 13.33. The PUBLIC BIDDING SESSION will begin on the date provided for in item G – SCHEDULE of this NOTICE, also at the headquarters of B3. On this occasion, ENVELOPE 3 – PRICE PROPOSAL OF the BIDDERS WHOSE BID GUARANTEES have been declared regular by the PROCUREMENT COMMITTEE for each LOT will be opened, classifying the PRICE PROPOSALS in ascending order, according to the FIXED GRANT value presented for each LOT.
- 13.34. The PRICE PROPOSALS of each LOT of all BIDDERS WHOSE BID GUARANTEES have been declared regular will be verified by the PROCUREMENT COMMITTEE as to the form and conditions established in this NOTICE.
- 13.34.1. The opening, reading, and classification of PRICE PROPOSALS will follow the following order of LOTS: 6, 4, 5, 7, 2, 3, 1.
- 13.34.2. The opening of ENVELOPES 3 – PRICE PROPOSAL and the processing of the verification and classification stages of the bidding phase will be carried out individually for each LOT, observing the order established in item 13.34.1 of this NOTICE.
- 13.34.3. Once all stages relating to a given LOT have been completed, the corresponding result will be announced and the selection process for that LOT will be closed, followed by the opening of the subsequent LOT.
- 13.35. Any BIDDER that does not meet the minimum requirements for submitting a PRICE PROPOSAL for the LOT, under the terms of this NOTICE, will be disqualified.
- 13.36. From the list of PRICE PROPOSALS that have been classified for each LOT, an ordering grid will be disclosed, in descending order, considering the value of the highest FIXED GRANT offered by the BIDDERS of that LOT.
- 13.37. The PRICE PROPOSAL classified as best for the LOT shall be the one presenting the highest FIXED GRANT amount for the LOT, which must be paid by the AWARDEE as a condition for signing the CONTRACT.
- 13.38. The bidding phase will be processed between BIDDERS who have offered a PRICE PROPOSAL in an amount equivalent to, or up to 10% (ten percent) lower than, the highest PRICE PROPOSAL for the LOT.
- 13.38.1. If the minimum number of 2 (two) BIDDERS for the bidding phase is not reached using the criteria provided for in this item, the BIDDER who has until then submitted the highest PRICE PROPOSAL will be declared as best classified in the LOT.
- 13.39. If the case provided for in item 13.388 above is configured, the bidding phase will begin, with the offer of successive bids, as provided for in the PROCEDURES MANUAL, contained in ANNEX 2.

- 13.39.1. Only BIDDERS qualified for the bidding phase will be able to offer them.
- 13.40. The SESSION DIRECTOR may set a maximum time between bids.
- 13.41. Each bid must exceed the amount already offered by the BIDDER itself, also considering that it must:
- I. Respect the minimum interval of value between bids, to be set by the SESSION DIRECTOR;
 - II. Respect the maximum interval of time between bids, to be informed by the SESSION DIRECTOR, after hearing the PROCUREMENT COMMITTEE;
 - III. Change the classification of the BIDDER(S) in the TENDER in the LOT, allowing intermediate bids; and
 - IV. Obey the reverse order to the classification of the written PRICE PROPOSALS, that is, in each round of the dispute, the last bid will always be offered by the best classified BIDDER in the stage of the written PRICE PROPOSALS.
- 13.42. If no BIDDER manifests within the period indicated by the SESSION DIRECTOR for the offer of new bids, the BIDDER who has offered the best bid so far for the respective LOT will be declared as best classified.
- 13.43. If the bidding stage is opened and there is no offer of any bid, the BIDDER holding the PRICE PROPOSAL that presents the highest FIXED GRANT value will be declared as best classified in the LOT.
- 13.44. If there is a tie between the BIDDERS' proposals that is not considered in the hands-off phase, in case of bids, those established in article 60 of Federal Law no. 14.133/2021 will be used as a tiebreaker.
- 13.45. If the bidding phase is processed, the BIDDERS who have bid must ratify their respective proposals, according to the template in ANNEX 1, which may be signed by the ACCREDITED REPRESENTATIVE or by another person with sufficient powers to do so.
- 13.46. The BIDDER that has submitted the best PRICE PROPOSAL, considering, if applicable, the bidding phase, will have analyzed its QUALIFICATION DOCUMENTS.

D. CONSULTATION OF REGISTRATIONS AND SYSTEMS

- 13.47. The PROCUREMENT COMMITTEE shall consult the National Register of Punished Companies – CNEP and the National Register of Ineligible and Suspended Companies – CEIS, both of the Federal Government, established pursuant to articles 22 and 23, of Federal Law No. 12.846/2013, the National Register of Civil Convictions for Acts of Administrative Misconduct and Ineligibility – CNIA of the National Council of Justice and the State Register of

Punished Companies – CEEP of the State of São Paulo, with regard to the BIDDER holding the best PRICE PROPOSAL of each of the LOTS, being prohibited the participation of companies punished with the penalty of ineligibility to bid or contract with the PUBLIC ADMINISTRATION, resulting from article 156, item IV, and § 4 of Federal Law No. 14.133/2021, as well as other sanctions that make it impossible to contract with the PUBLIC ADMINISTRATION.

- 13.48. Subsequently, with regard to the BIDDER with the best PRICE PROPOSAL for each LOT, the CONTRACTING COMMISSION shall also consult the website www.esancoes.sp.gov.br, prohibiting the participation of companies punished with temporary suspension from participating in bids and prevented from contracting with the Public Administration of the State of São Paulo or deemed unfit to bid or contract with the PUBLIC ADMINISTRATION, pursuant to articles 156, items III and IV, and §4, of Federal Law No. 14,133/2021.
- 13.49. If the BIDDER that has submitted the best PRICE PROPOSAL is not regular in the consultations provided for in the items above, a regularity consultation of the BIDDER that has its PRICE PROPOSAL classified in second place will be carried out and, in case of non-compliance, its PRICE PROPOSAL will be disqualified, and this procedure will be successively repeated for the other BIDDERS, respecting the order of classification of the PRICE PROPOSALS.

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

- 13.50. After the classification of the PRICE PROPOSALS of all LOTS and eventual processing of the bidding phase, as well as the registration consultation, the verification of the qualification documents of the BIDDER that has submitted the best PRICE PROPOSAL for each LOT will be carried out.
- 13.51. The PROCUREMENT COMMITTEE will open ENVELOPE 4 of the BIDDER that has submitted the best PRICE PROPOSAL in its respective LOT, preserving intact ENVELOPE 4 of the other BIDDERS.
- 13.52. The qualification of BIDDERS will comply with the objective criteria established in this NOTICE, and BIDDERS who present the qualification documents in disagreement with the provisions of this NOTICE and current legislation are considered disqualified.
- 13.53. At the end of the analysis of ENVELOPE 4 of the BIDDER that has submitted the best PRICE PROPOSAL for the LOT, considering, if applicable, the bidding phase, and if the QUALIFICATION DOCUMENTS of the BIDDER best classified in the LOT have met all the qualification conditions established in this NOTICE and in the legislation in force, the BIDDER will be declared the winner of the LOT, publishing the provisional result of the TENDER, opening the single appeal phase, pursuant to item 14.

- 13.54. If the BIDDER that has submitted the best PRICE PROPOSAL for the LOT does not fully and satisfactorily meet all the conditions for qualification of this NOTICE, the ENVELOPE D of the BIDDER that has its PRICE PROPOSAL classified in second place for the LOT will be analyzed and, in case of non-compliance, this procedure will be successively repeated for the other BIDDERS, respecting the order of classification of the PRICE PROPOSAL and/or bids of the LOT.
- 13.55. The disqualification of any consortium member will result in the disqualification of the CONSORTIUM.

F. PUBLICATION OF THE PRELIMINARY RESULT OF THE TENDER

- 13.56. The preliminary result of the TENDER will be decided by the PROCUREMENT COMMITTEE, published in the DOE/SP and disclosed on the GRANTING AUTHORITY'S website, provided for in item H – NOTICE INFORMATION.
- 13.56.1. From the date of publication of the decision in the DOE/SP, the appeal phase of all stages of the TENDER will be opened, pursuant to item 14 this NOTICE.
- 13.56.2. If no appeals are filed or the appeals eventually filed are not accepted, the final result of the TENDER will be published, pursuant to item 13.566.

14. ADMINISTRATIVE APPEAL

- 14.1. Bidders may appeal, in a single appeal phase, the final classification of the PUBLIC BIDDING SESSION, the analysis and judgment of the BID GUARANTEE, the QUALIFICATION DOCUMENTS of the best classified BIDDER, the preliminary result of the TENDER and the eventual annulment or revocation of the TENDER.
- 14.1.1. If the preliminary result of the TENDER is disclosed in the PUBLIC SESSION, the intention to appeal must be expressed immediately, under penalty of preclusion, and the deadline for submitting the appeal reasons will start from the date of publication of the decision in the DOE/SP, pursuant to item 13.56.1 13.56.1 this NOTICE.
- 14.2. The appeal must be filed in a reasoned petition, addressed to the PROCUREMENT COMMITTEE, in a single appeal phase, within 03 (three) business days from the publication of the preliminary result of the TENDER in the DOE/SP.
- 14.3. The appeals will preferably be sent to the official email of this NOTICE, referred to in item H – NOTICE INFORMATION, with the title "Appeal" until 11:59 pm (twenty-three hours and fifty-nine minutes), Brasília time, of the deadline established in item G – SCHEDULE of this NOTICE.

- 14.3.1. The appeals may also be filed in physical media at the address of the GRANTING AUTHORITY, referred to in item H – NOTICE INFORMATION, subject to the deadline established in item G – SCHEDULE of this NOTICE. Such documents will be considered delivered on the date of their receipt by the recipient, unless delivery takes place after 5.30 pm (5.30 pm), Brasília time.
- 14.4. The PROCUREMENT COMMITTEE will inform the other BIDDERS of the appeal, which may submit counterarguments within 03 (three) business days, counted from the communication of the PROCUREMENT COMMITTEE.
- 14.5. Appeals and counterarguments to appeals must be addressed to the PROCUREMENT COMMITTEE.
- 14.6. The acceptance of the administrative appeal, or the official reconsideration of the act by the PROCUREMENT COMMITTEE, which results in a harmful situation to any of the BIDDERS, will reopen the appeal phase only with regard to the new issue raised.
- 14.7. The PROCUREMENT COMMITTEE will receive only the administrative appeals that have been filed with due justification and in compliance with the requirements set forth in this item.
- 14.8. Appeals filed against decisions of the PROCUREMENT COMMITTEE will be received by it, and it may reconsider the act or decision appealed.
 - 14.8.1. If there is no reconsideration of the decision, the PROCUREMENT COMMITTEE will forward the appeal, duly instructed with its motivation, to the Secretary of Investment Partnerships, the competent higher authority for the final and unappealable decision at the administrative level.

15. FINAL RESULT, APPROVAL AND AWARD

- 15.1. At the end of the appeal phase, the PROCUREMENT COMMITTEE will publish, on the GRANTING AUTHORITY'S website and in the DOE/SP, the final result of the TENDER, with the final classification of the BIDDERS for each LOT.
- 15.2. The final result will be accompanied by a recommendation from the PROCUREMENT COMMITTEE TO the Granting Authority, pursuant to article 71 of Federal Law No. 14.133/2021, indicating one of the following measures for consideration and decision by the Secretary of Investment Partnerships:
 - i. determine the return of the records to remedy irregularities;
 - ii. revoke the tender for reasons of convenience and opportunity;

- iii. proceed with the annulment of the tender, ex officio or upon provocation of third parties, whenever this irreparable illegality is present; or
- iv. award the object and approve the tender.

15.2.1. The decision to approve the TENDER, the award of the object and the call of the SUCCESSFUL BIDDER to comply with the pre-contractual requirements may be carried out in a single act, to be published on the GRANTING AUTHORITY'S website and in the DOE/SP.

16. CONTRACTING

16.1. The CONTRACT resulting from this TENDER will be entered into between the GRANTING AUTHORITY and the SPECIAL PURPOSE COMPANY constituted by the SUCCESSFUL BIDDER of each LOT.

16.2. The AWARDEE of each LOT shall be convoked, by publication in the DOE/SP, to adopt the necessary measures for signing the CONTRACT within 30 (thirty) days, extendable for an equal period at the discretion of the GRANTING AUTHORITY.

16.2.1. Any extension of the deadline for adopting the measures necessary for signing the CONTRACT shall be conditional, if applicable, on the renewal of the validity of the PRICE PROPOSAL and the respective PROPOSAL GUARANTEE for a period compatible with the extension.

16.3. In compliance with the provisions of Normative Instruction No. 01/of the Court of Auditors of the State of São Paulo – TCE/SP, the SPE must sign, together with the CONTRACT, the Term of Acknowledgment and Notification, according to the template in ANNEX 1.

16.4. The signing of the CONTRACT is contingent upon the absence of registration in the name of the SPECIAL PURPOSE COMPANY, the AWARDEE, or, in the case of a CONSORTIUM, any of its members, in sanction records provided for in this NOTICE, as well as in the STATE CADIN, in compliance with Article 6 of State Law No. 12,799/2008, with the condition being considered fulfilled if the debtor proves that the respective registrations are suspended, pursuant to Article 8, §§ 1 and 2, of State Law No. 12,799/2008.

16.5. Within 30 (thirty) days after convocation to adopt the necessary measures for signing the CONTRACT, the AWARDEE of each LOT must:

- I. To have constituted the SPC, subject to the provisions of item 17 of this NOTICE, presenting the following documents:
 - a. instrument of incorporation with the corresponding certificate of the Board of Trade of the State of São Paulo – JUCESP;
 - b. proof of registration with the CNPJ/MF;
 - c. Bylaws;
 - d. description of the types of shares;

- e. identification of shareholders and their respective interests by type of share;
 - f. indication of the corporate composition of the CONCESSIONAIRE, as applicable, and its Controlling Companies, up to the level of individuals. If the SPE'S Parent Company is an investment participation fund, compliance with this item must consider the existence of majority shareholders, or a body and respective members, with power of influence to change the fund's bylaws, holding powers similar to those referred to in Law No. 6.404/76, for the purpose of identifying the parent company;
 - g. copy of the shareholders' agreements of the SPE, when applicable;
 - h. identification of the main administrators, including their respective curricula;
 - i. commitment to corporate governance principles in the management of the SPE, according to specific regulations;
 - j. declaration of knowledge and commitment to federal and sectoral standards, as well as best practices, relating to integrity, compliance, ethics, governance, risk management, internal and external controls (monitoring, evaluation, audit and investigation), transparency in the conduct of the Contract; and
 - k. identification of Related Parties, except for investment funds.
- II. Make, through itself or the SPECIAL PURPOSE COMPANY already constituted, the payment of the gross amount of the FIXED GRANT provided for in its PRICE PROPOSAL or AT the end of the bidding phase, if applicable, duly updated by the variation of the IPCA/IBGE index, in an account to be indicated by the GRANTING AUTHORITY;
- III. Prove that it provided the PERFORMANCE GUARANTEE, under the terms, amounts and form required in the CONTRACT;
- IV. Prove having made the payment due to B3, in the manner provided and considering any applicable discounts set forth in the B3 PROCEDURES MANUAL, updated annually by the IPCA/IBGE, with base date of August/2025, in the amount indicated in item H – NOTICE INFORMATION;
- V. Prove having made the payment due to BRDE, in the amount indicated in item H – NOTICE INFORMATION;
- VI. Submit a list containing at least 03 (three) companies or consortia of companies to act as an INDEPENDENT VERIFIER, subject to the requirements of ANNEX D;
- VII. Indicate the agent who will represent it during the CONCESSION TERM;
- VIII. Present the translation of the documents written in a foreign language offered in the course of the event, if applicable;

- IX. Prove, before the GRANTING AUTHORITY, if the option of item 12.18.7, the link with the individual professional or the legal entity holding the certificate presented, observing items 12.18.7.1, 12.18.7.2, **Erro! Fonte de referência não encontrada.** and 12.18.7.4;
- X. Submit a declaration signed by the AWARDEE indicating the full name, qualifications, personal data and contact details of the professional(s) who will be designated as technical manager(s) for the operation, accompanied by proof of the relationship between the professional(s) and the SPE, subject to the following:
- a. the professional(s) may be linked to the SPC, by employment relationship, as an administrator or by a service agreement, and must hold a senior executive position equivalent to an Operational Director or Operational Superintendent;
 - b. if the relationship is through employment, the AWARDEE must submit the Employee Registration Form (FRE) and the Employment Record Book, duly updated
 - c. to prove appointment to a management position, the AWARDEE must submit proof of election of the administrators in office duly filed with the business registry or competent notary office;
 - d. the professional(s) must submit certificate(s) issued by a legal entity under public or private law, proving prior experience, over any continuous 12 (twelve) month period of operation, as manager of transport, storage and handling services for vehicles (moped, scooter, motorcycle, tricycle, quadricycle, automobile, utility vehicle, pickup truck or light truck), of at least:
 - i. For LOT 1, 2,425 (two thousand, four hundred and twenty-five) vehicles;
 - ii. For LOT 2, 3,751 (three thousand, seven hundred and fifty-one) vehicles;
 - iii. For LOT 3, 3,027 (three thousand and twenty-seven) vehicles;
 - iv. For LOT 4, 3,518 (three thousand, five hundred and eighteen vehicles) vehicles;
 - v. For LOT 5, 3,731 (three thousand, seven hundred and thirty-one vehicles) vehicles;
 - vi. For LOT 6, 10,895 (ten thousand, eight hundred and ninety-five vehicles) vehicles; and
 - vii. For LOT 7, 3,595 (three thousand, five hundred and ninety-five vehicles) vehicles; and
- XI. Contribute share capital in the amount of at minimum the equivalent of 10% (ten percent) of that provided in item H – NOTICE INFORMATION.
- 16.6. The expiration of the validity period of the PRICE PROPOSAL or the validity period of the BID GUARANTEE does not prevent the signing of the CONTRACT, if the AWARDEE remains interested in doing so.

- 16.7. Failure by the AWARDEE to comply with the convocation provided for in item 16.2 and/or the conditions established in item 16.5 for signing the CONTRACT within the stipulated deadline, as well as refusal to sign it within the stipulated deadline, shall subject the AWARDEE to the penalties provided for in this NOTICE, and may result in its disqualification, at the discretion of the PROCUREMENT COMMITTEE, without prejudice to other legal consequences.
- 16.8. The PROCUREMENT COMMITTEE, in view of the cases provided for in item 16.7, may call the remaining BIDDERS of the LOT, in the order of classification, to verify their interest in signing the CONTRACT, within the same period and under the same conditions as the winning bid, considering, if applicable, the bidding phase.
- 16.8.1. For the purposes of item 16.8, the PROCUREMENT COMMITTEE shall publish the decision disqualifying the AWARDEE in the DOE/SP and shall summon the BIDDERS in order of ranking, to verify their interest in signing the CONTRACT, provided that their PRICE PROPOSAL and respective BID GUARANTEE are valid, or are renewed, if expired.
- 16.8.1.1. Exceeding the term of validity of the PRICE PROPOSAL and the respective BID GUARANTEE of the BIDDERS classified after the first place will not prevent the application of the provisions of item 16.8.1, if the BIDDER, provoked by the PROCUREMENT COMMITTEE, expresses interest in continuing the TENDER and promotes the renewal of the PRICE PROPOSAL and the BID GUARANTEE, within the period then indicated.
- 16.8.1.2. The PROCUREMENT COMMITTEE shall grant a maximum interval of five (5) business days for expression of interest by the BIDDER called under the terms of item 16.8.
- 16.8.2. The provisions of item 16.8 will be successively repeated for the other BIDDERS, subject to the renewal of the price PROPOSALS and the respective BID GUARANTEES, if expired, respecting the order of classification of the price PROPOSALS, if the BIDDER called under the terms of item 16.8 does not express interest in signing the contract under the terms of the winning bid.
- 16.8.3. In the event that none of the remaining BIDDERS of the LOT accept the contract under the terms of item 16.8, the PROCUREMENT COMMITTEE, pursuant to art. 90, § 4, of Federal Law No. 14.133/2021, may:
- I. call the remaining BIDDERS of the LOT for negotiation, in the order of classification, with a view to obtaining the best PRICE PROPOSAL, even if lower than the winning PRICE PROPOSAL;
 - II. Recommend to the GRANTING AUTHORITY the award and execution of the CONTRACT under the conditions offered by the remaining BIDDERS

for the LOT, in compliance with the classification order, when the negotiation of a better condition is frustrated; or

III. Recommend to the GRANTING AUTHORITY the revocation of the TENDER.

16.8.4. After observing the disciplined procedure in this item, the PROCUREMENT COMMITTEE shall publish in the DOE/SP the new provisional result or the revocation of the TENDER, and, as the case may be, call the new winning BIDDER to open ENVELOPE 4 – QUALIFICATION DOCUMENTS, following the procedure described in item 13, D.

16.8.5. From the decision on the QUALIFICATION of the new winning BIDDER, the single appeal phase of the TENDER will be reinstated, and the BIDDERS may, within 03 (three) business days from this call publication in the DOE/SP, file an appeal against: (i) the decision referred to in item 16.7; (ii) the judgment of the QUALIFICATION DOCUMENTS analyzed after such decision; and (iii) any annulment or revocation of the TENDER, subject to the provisions of item 14 this NOTICE

16.9. After signing the CONTRACT, the CONCESSIONAIRE undertakes to maintain, throughout its execution, the conditions of qualification required in this TENDER, which are necessary for the assumption and continuity of the provision of the service, pursuant to article 27 of Federal Law no. 8.987/1995.

17. INCORPORATION OF THE SPECIAL PURPOSE COMPANY

17.1. The AWARDEE of each LOT must prove to the PROCUREMENT COMMITTEE that it has established a SPECIAL PURPOSE COMPANY, in accordance with the rules set forth in this NOTICE and in the CONTRACT, in the form of a corporation, incorporated under Brazilian law, with the exclusive purpose of providing services for the impoundment, custody, return and auction preparation of vehicles impounded by order of the traffic authorities of the State of São Paulo and other activities permitted under the CONTRACT.

17.1.1. The SPECIAL PURPOSE COMPANY will be responsible for the execution of all contractual obligations attributed to it in the CONCESSION, and may subcontract third parties, under its responsibility.

17.1.2. The SPECIAL PURPOSE COMPANY must have its headquarters and jurisdiction in the State of São Paulo, in a city that is part of the CONCESSION area in the respective LOT.

17.1.3. If the SUCCESSFUL BIDDER is an individual BIDDER, before the execution of the CONTRACT, in order to comply with the provisions of item 17.1, it must create a wholly-owned subsidiary to appear as a CONCESSIONAIRE, maintaining the shareholding control pre-existing to the constitution of the company.

- 17.1.3.1. The AWARDEE may also establish a special purpose company, which shall be its wholly-owned subsidiary, with the objective of being the sole controlling entity of the SPECIAL PURPOSE COMPANY to be contracted.
- 17.2. The SPECIAL PURPOSE COMPANY shall adopt corporate governance standards and adopt standardized accounting and financial statements, in accordance with the accounting practices adopted in Brazil, based on Federal Law No. 6.404/1976, the standards issued by the Federal Accounting Council – CFC and the Interpretations, Guidelines and Pronouncements of the Accounting Pronouncements Committee – CPC, in particular, of Technical Interpretation ICPC 01 – concession contracts (correlation to International Accounting Standard – IFRIC 12).
- 17.3. If the AWARDEE is a CONSORTIUM, the participation of each consortium member in the share capital of the SPECIAL PURPOSE COMPANY must, at the time of execution of the CONTRACT, be identical to its respective participation in the CONSORTIUM.
- 17.4. The constitution of intermediate companies between the consortium members and the SPE will be allowed, provided that they are composed exclusively of the consortium members, and that the indirect participation of each consortium member in the share capital of the SPE reflects the percentage of its participation in the CONSORTIUM during the TENDER.
- 17.5. The participation of non-national capital in the SPE will comply with the Brazilian legislation in force.
- 17.6. Prior to registration with the Commercial Registry, the AWARDEE must submit to the PROCUREMENT COMMITTEE the draft documents relating to the establishment of the SPECIAL PURPOSE COMPANY, which must comply with, at minimum, the following:
 - i. Draft of the bylaws;
 - ii. Composition of management bodies;
 - iii. Organizational structure of the CONCESSIONAIRE up to the first hierarchical level below the board of directors, including the function of ombudsman and the function of service to users; and
 - iv. Composition of the share capital.
- 17.7. The PROCUREMENT COMMITTEE may request adjustments to any irregularities, incompatibilities or any other necessary corrections to the drafts referred to in the item above.
- 17.8. The submission of the drafts referred to in item 17.6 and the analysis of the PROCUREMENT COMMITTEE, under the terms provided for in this item, will

occur after the call for adoption of the measures necessary for the signing of the CONTRACT, pursuant to item 16.2.

18. THE PENALTIES

- 18.1. To THE BIDDER who fails to deliver the documentation required for the tender process, causes the delay of the tender process or does not maintain the PRICE PROPOSAL, one of the following penalties will be applied:
- I. Impediment to bid and contract with the direct and indirect Public Administration of the State for a maximum period of three (3) years;
 - II. Declaration of inability to bid and contract with the direct and indirect Government 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 provided for in item 18.1 does not justify the application of the milder penalty provided for in item I above.
- 18.2. The BIDDER who makes a false statement or presents false documentation, defrauds the bidding, behaves in a disreputable manner or commits fraud of any nature, performs unlawful acts aimed at frustrating the object of the tender or performs any harmful acts provided for in art. 5 of Law no. 12.846/2013, the penalty of declaration of unsuitability will be applied to bid 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.
- 18.3. The penalties provided for in items 18.1 and 18.2 may be combined with the application of a fine in the amount of up to 1% (one percent) of the ESTIMATED CONTRACT VALUE, and the BID GUARANTEE may be executed for this purpose and observing the following criteria for applying the fine:
- I. if any events of item 18.1 and decided by the application of the penalty under the terms of item 18.1, item I, the application of a fine must be carried out in the amount of 0.5% (zero point five percent) of the ESTIMATED CONTRACT VALUE, depending on the relevance of the defaulted obligation;
 - II. if any events of item 18.1 and decided by the application of the penalty under the terms of item 18.1, item II, the application of a fine must be carried out in the amount of 1% (one percent) of the ESTIMATED CONTRACT VALUE, depending on the relevance of the defaulted obligation; or
 - III. if any events of item 18.2, the application of a fine must be carried out in the amount of 0.5% (zero point five percent) up to 1% (one percent) of the ESTIMATED CONTRACT VALUE, depending on the relevance of the defaulted obligation.

- 18.4. Refusal to sign the CONTRACT, without justification accepted by the PROCUREMENT COMMITTEE, within the established deadline, shall result in the AWARDEE as an individual company, or, in the case of a CONSORTIUM, all consortium member companies, being subject to the penalty of declaration of ineligibility to bid or contract with the Public Administration for a minimum period of 3 (three) years and maximum of 6 (six) years, without prejudice to the application of a fine of 1% (one percent) of the ESTIMATED CONTRACT VALUE, with the BID GUARANTEE being subject to execution for this purpose.
- 18.5. The practice of any acts aimed at frustrating and/or disturbing this bidding process, subject to the provisions of this NOTICE, will also result, at the discretion of the PROCUREMENT COMMITTEE, in a fine in the same amount set forth in item 18.4, and the BID GUARANTEE may be executed to ensure receipt of the amount of the penalty.
- 18.6. The application of the sanctions of warning, fine and impediment to bid and contract, will be appealed within 15 (fifteen) business days, counted from the date of the subpoena.
- 18.6.1. The appeal referred to in item 18.6 will be addressed to the authority that issued the appealed decision, which, if not reconsidered within 5 (five) business days, will forward the appeal with its motivation to the higher authority, which must issue its decision within a maximum period of 20 (twenty) business days, counted from the receipt of the records.
- 18.6.2. From the sanction of declaration of ineligibility to bid or contract, only a motion for reconsideration may be filed, 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.

19. FINAL PROVISIONS

- 19.1. The disciplinary rules of this TENDER will be interpreted in favor of expanding the dispute, respecting the equality of opportunity between the BIDDERS, provided that they do not compromise the public interest, the purpose and the security of the contract.
- 19.2. All documentation provided by the GRANTING AUTHORITY TO the BIDDERS may only be used by them to submit their PRICE PROPOSALS, and their reproduction, disclosure and use, in whole or in part, for any purpose other than those expressed in this TENDER is prohibited, under penalty of being liable for the misuse of these documents.
- 19.3. If an irregularity in the tender process is found, if reorganization is not possible, the decision on the suspension of execution or on the declaration of nullity of the CONTRACT or the TENDER will only be adopted in the event that a measure of public interest, with evaluation, of the aspects provided for in art. 147 of Federal Law no. 14.133/2021.

- 19.3.1. The nullity of the TENDER implies the nullity of the CONTRACT, if it has already been signed, and the eventual right to indemnification of the CONCESSIONAIRE is regulated under the terms of the CONTRACT.
- 19.4. In the interest of the GRANTING AUTHORITY, without the participants having any claim or indemnity, it may be:
- I. Postponed the ENVELOPE DELIVERY DATE, and the PUBLIC BIDDING SESSION; and/or
 - II. Changed the NOTICE, with a new deadline, under the terms of the specific legislation, to carry out the TENDER; and/or
 - III. The ENVELOPE DELIVERY DATE and the PUBLIC BIDDING SESSION are suspended, if the PROCUREMENT COMMITTEE deems it pertinent so that a more detailed and detailed evaluation of all documents received can be carried out, disclosing the result of the analysis in the DOE/SP and on the GRANTING AUTHORITY'S website, provided for in item H – NOTICE INFORMATION, and a new PUBLIC SESSION is held, if pertinent, to continue the bidding process.
- 19.5. At any time, the PROCUREMENT COMMITTEE may, according to the TENDER phase, disqualify or disqualify the BIDDER, without the latter being entitled to indemnity or reimbursement of expenses in any capacity, in the event of becoming aware of a fact or circumstance proven to discredit its suitability, by declaring it unfit, or when the supervening loss of any of the conditions for participation in the TENDER or any QUALIFICATION CONDITION is demonstrated.
- 19.6. The BIDDERS undertake to communicate to the GRANTING AUTHORITY, at any time, any supervening fact or circumstance that is impeding the conditions of qualification or classification, or that represents a violation of the conditions of participation provided for in the NOTICE, immediately after its occurrence.
- 19.7. In order to resolve any issues arising from the TENDER, not resolved at the administrative level, the Court of the Judicial District of the Capital of the State of São Paulo shall have jurisdiction.

São Paulo, [●] of [●] of 202[●].

SECRETARIAT OF PARTNERSHIPS IN INVESTMENTS
GOVERNMENT OF THE STATE OF SÃO PAULO