



**MINAS
GERAIS**

GOVERNO
DIFERENTE.
ESTADO
EFICIENTE.

INVITATION TO BID

INTERNATIONAL COMPETITION Nº 002/2025

CONCESSION OF PUBLIC SERVICES TO EXPLOIT THE INFRASTRUCTURE, RECOVERY, OPERATION, MAINTENANCE, MONITORING, CONSERVATION, CAPACITY OF EXPANSION AND MAINTENANCE OF THE SERVICE LEVEL OF THE ROAD SYSTEM OF LOT 07 – OURO PRETO – MARIANA (VIA LIBERDADE).

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PART I – PREAMBLE

The STATE OF MINAS GERAIS, mediated by the MINAS GERAIS STATE OFFICE OF INFRASTRUCTURE AND MOBILITY (SEINFRA, for its acronym in Portuguese), by means of this INVITATION TO BID n° 002/2025, hereby announces the criteria and conditions for the selection and contracting of a CONCESSION of public services for the exploration of infrastructure, recovery, operation, maintenance, monitoring, conservation, expansion of capacity and maintenance of the SERVICE LEVEL of the ROAD SYSTEM of Lot 07 – Ouro Preto – Mariana (Via Liberdade), within the term and under the conditions contained in the CONTRACT and ANNEXES TO THE CONTRACT.

This COMPETITION will be governed by the rules provided for in this INVITATION TO BID and ANNEXES TO THE INVITATION TO BID, as well as by the provisions of Law n° 11.079/2004, and subsidiarily by State Law n° 12.219/1996 and Law n° 8.987/1995, by Law n° 9.074/1995 and Law n° 14.133/2021, and other applicable and current rules on the matter in question.

The CONCESSION subject to the COMPETITION was included in the Policy of Concessions and Public-Private Partnerships of the State of Minas Gerais – PPPMG, according to item I of art. 3° of the Resolution of the Public-Private Partnerships Management Committee - CGPPP n° 02, of November 29th, 2023, and was validated by the CGPPP, pursuant to art. 1° of CGPPP Resolution n° 06, of March 24th, 2025, according to State Decree n° 48.670/2023.

The drafts of the INVITATION TO BID, INVITATION TO BID ANNEXES, CONTRACT and CONTRACT ANNEXES were submitted to public consultation, under the terms of art. 10, VI of Law n° 11.079/2004 and art. 21, sole paragraph of Law n° 14.133/2021, from November 27th, 2024 to January 10th, 2025, through the availability of the INVITATION TO BID and its ANNEXES TO THE INVITATION TO BID, duly disclosed in the DOEMG, editions of November 27th, 2024 and December 24th, 2024, in major newspapers, editions of November 27th, 2024 and December 24th, 2024 of the Estado de Minas and O Globo, and on the WEBSITE, as a way to provide the broad participation of society in the modeling of the CONCESSION.

The COMPETITION was preceded by public hearings, under the terms of art. 21 of Law n° 14.133/2021, held on December 19th, 2024, at 10:00 a.m., and January 10th, 2025, at 5:30 p.m., in person, in the city of Mariana, at the Alphonsus de Guimarães Convention Center (Av. Getúlio Vargas, 110 – Mariana/MG), duly disclosed in DOEMG, editions of

December 6th, 2024 and December 27th, 2024, in newspapers of great circulation, editions of December 6th, 2024 and December 27th, 2024 of the Estado de Minas and Estado de São Paulo, and on the WEBSITE.

The criterion to select the best ECONOMIC PROPOSAL shall be a combination of the criterion of the lowest PUBLIC CONTRIBUTION, in the contribution modality, to be paid by the GRANTING AUTHORITY, with the highest GRANT AMOUNT, under the terms of art. 12, II, caput and item "a", of Law nº 11.079/2004, combined with art. 15, II, of Law nº 8.987/1995.

The envelopes and documents required to participate in the COMPETITION must be delivered by the interested parties on the ENVELOPE SUBMISSION DATE, between 10am and 12pm (midday) of July 7th, 2025, at the headquarters of B3, located at Rua XV de Novembro, 275, Centro, São Paulo/SP, in accordance with the rules of this INVITATION TO BID.

The PUBLIC SESSION to open the ECONOMIC PROPOSALS will be held on July 10th, 2025, starting at 2pm, at the B3 headquarters, located at Rua XV de Novembro, 275, Centro, São Paulo/SP, in accordance with the rules of this INVITATION TO BID.

The INVITATION TO BID of this CONCESSION, the ANNEXES TO THE INVITATION TO BID, as well as all information, studies and projects available on the ROAD SYSTEM may be obtained on the WEBSITE, focusing on the availability of this information and studies the rules provided for in this INVITATION TO BID.

The acts of the COMPETITION, the clarifications provided regarding this INVITATION TO BID, the administrative acts that proceed to the eventual modification of the INVITATION TO BID and other communications with important content that are pertinent to the COMPETITION will be published on the WEBSITE.

For the purposes of this COMPETITION, the official Brasília time is considered the official time.

PART II – DEFINITIONS

1. For the purposes of this INVITATION TO BID, and without prejudice to other definitions set forth herein or unless there is an express provision to the contrary, the terms and expressions used in this INVITATION TO BID and written in capital letters, in singular or plural, shall be understood and interpreted in accordance with the following meanings:

- 1.1. SHAREHOLDER(S): company(ies) participating in the share capital of the SPE;
- 1.2. SUCCESSFUL BIDDER: WINNING BIDDER to whom the OBJECT of this process will be awarded;
- 1.3. PUBLIC ADMINISTRATION: direct and indirect administration of the Union, the States, the Federal District and the Municipalities, including entities with legal personality under private law under the control of the public authorities and the foundations established or maintained by it;
- 1.4. ANNEX(S) TO THE CONTRACT: each of the documents attached to the CONTRACT and which are integral parts of it;
- 1.5. ANNEX(S) TO THE INVITATION TO BID: each of the documents attached to the INVITATION TO BID and which are integral parts thereof;
- 1.6. CUSTODIAN BANK: financial institution contracted and remunerated by the CONCESSIONAIRE for the purpose of maintaining and operating the bank accounts, as provided for in this CONTRACT and in its ANNEX 8 A - DRAFT OF THE ADMINISTRATION CONTRACT OF THE CENTRALIZING ACCOUNT and the CONCESSION ACCOUNT;
- 1.7. B3: B3 S.A. – Brasil, Bolsa, Balcão, located at Rua XV de Novembro, nº 275, Centro, São Paulo - SP, CEP 01010-901, responsible for providing specialized technical advisory and operational support services related to the procedures necessary to carry out the COMPETITION;
- 1.8. BDMG: Banco de Desenvolvimento de Minas Gerais S.A. – BDMG, headquartered in Belo Horizonte/MG, at Rua da Bahia, nº 1.600, Lourdes, Belo Horizonte, CEP 30160-907, registered with CNPJ/ME 38.486.817/0001-94, as responsible for the execution and monitoring of the procedure for modeling and structuring the CONCESSION, as well as in the capacity of contractor of the technical services that subsidized the structuring of the OBJECT of this CONCESSION;
- 1.9. CATEGORY: classification according to the type of vehicle and number of axles, as presented in sub-clause 21.6. of the CONTRACT;
- 1.10. AFFILIATED COMPANY: a company subject to the significant influence of another company, thus understood as the power to participate in the decisions of the financial or operational policies of the investee, without controlling it, assuming

significant influence when there is ownership of 20% (twenty percent) or more of the voting capital of the investee, without controlling it;

1.11. **BIDDING COMMISSION:** commission established by the GRANTING AUTHORITY, which will be responsible for examining and judging all documents and conducting procedures related to the COMPETITION, according to the terms of Law nº 14.133/2021, State Decree nº 48.587/2023 and SEINFRA Resolution nº 001, of January 8th, 2025, through an act of designation of the competent authority, which is composed of the following public agents: I. Jeferson Bruno da Silva Moura – Masp: 1.466.085-6; II. Thatiane Áurea Carvalho de Abreu – Masp: 752.914-2; and III. Luís Filipe Santos Duarte – Masp: 752.880-5, and, substitutes: I. Luciana Mara de Freitas Souza – Masp: 752.465-5; II. Geraldo Eustáquio Gonçalves – Masp: 350.056-8; and III. João Lucas Rodrigues da Rocha – Masp: 1.611.546-1;

1.12. **CONCESSION:** legal relationship through which the CONCESSIONAIRE assumes, by delegation of the GRANTING AUTHORITY, the exploitation of the infrastructure, recovery, operation, maintenance, monitoring, conservation, expansion of capacity and maintenance of the SERVICE LEVEL of the ROAD SYSTEM of Lot 7 - Ouro Preto – Mariana (Via Liberdade), in accordance with the specifications and conditions contained in the CONTRACT and ANNEXES TO THE CONTRACT;

1.13. **CONCESSIONAIRE:** SPE whose sole purpose is to execute the OBJECT of the CONTRACT;

1.14. **COMPETITION:** the bidding procedure related to the INVITATION TO BID nº 002/2025, carried out to grant the public service OBJECT of the CONTRACT;

1.15. **CONSORTIUM:** group of companies jointly and severally liable for the fulfillment of the obligations arising from this COMPETITION and linked by means of a Term of Commitment for the Constitution of a Special Purpose Company, in accordance with sub-item of 10.6 this INVITATION TO BID;

1.16. **CONCESSION ACCOUNT:** bank account held by the CONCESSIONAIRE and of restricted movement, used for the deposit of LINKED RESOURCES, allowing its use for the restoration of the economic-financial balance of the CONTRACT and for the events exclusively provided for in the CONTRACT and its ANNEXES;

1.17. **PUBLIC CONTRIBUTION ACCOUNT:** a bank account held by the REGULATORY ENTITY, to be operated exclusively by a DEPOSITARY AGENT,

strictly for the transfer of the PUBLIC CONTRIBUTION owed by the GRANTING AUTHORITY to the CONCESSIONAIRE, under the terms defined in the CONTRACT and ANNEXES TO THE CONTRACT;

1.18. CONTRACT: the contractual instrument, including all the ANNEXES TO THE CONTRACT, signed between the GRANTING AUTHORITY, through SEINFRA, and the CONCESSIONAIRE, the purpose of which is to formalize the CONCESSION;

1.19. PUBLIC CONTRIBUTION: pecuniary obligation owed by the GRANTING AUTHORITY to the CONCESSIONAIRE, in the form of contribution for the execution of works and acquisition of reversible assets, provided for in ANNEX TO THE CONTRACT 16 – SCHEDULE AND MARKS FOR TRANSFER OF THE PUBLIC CONTRIBUTION, pursuant to art. 6, § 2 of Law nº 11.079/2004;

1.20. CONTROLLED COMPANY: any legal entity or investment fund whose CONTROL is exercised by another legal entity or investment fund, being understood as such the company in which the PARENT COMPANY, directly or through other CONTROLLED COMPANY, is the holder of shareholder rights that ensure it, on a permanent basis, a preponderance in the corporate resolutions and the power to elect the majority of the CONTROLLED COMPANY's directors, under the terms of art. 2 of Decree-Law no. 6 of February. 243, § 2, of Federal Law 6.404/1976;

1.21. PARENT COMPANY: any legal entity or investment fund that exercises CONTROL over another legal entity or investment fund;

1.22. CONTROL: the power, held by a legal entity or group of legal entities bound by a voting agreement or under common control, which, directly or indirectly, individually or jointly allows it to: (i) exercise, permanently, rights that assure a majority of the votes in the resolutions and elect the majority of the administrators or managers of another legal entity or investment fund, as the case may be; and/or (ii) (s) effectively direct the social activities and guide the operation of agencies of another legal entity or investment fund.

1.23. ORIGINAL INVESTMENT SCHEDULE - COI: document presented by the SUCCESSFUL BIDDER as a condition for signing the CONTRACT, in which the physical and executive schedule of the works and investments defined in the PER is presented, containing the details, by means of initial, intermediate and final milestones, for each of the investments indicated, considering the initial and final deadlines for completion of the works provided for therein that were defined based on the

CONTRACT, especially in ANNEX TO THE CONTRACT 2 – ROAD OPERATION PROGRAM and ANNEX TO THE CONTRACT 13 – VALUES FOR ECONOMIC AND FINANCIAL REBALANCING OF THE CONTRACT;

1.24. BASE DATE: date of the values forecast in the EVTEA, made with assumptions, amounts and budgets of July 2024, which will serve to update payments, obligations, among others, as expressed in the INVITATION TO BID and in the CONTRACT;

1.25. EFFECTIVE DATE: the date on which the GRANTING AUTHORITY verifies that all the suspensive conditions set out in sub-clause 7.1.1 of the CONTRACT have been implemented;

1.26. ENVELOPE SUBMISSION DATE: between 10 a.m. and 12 p.m. on July 7th, 2025, at which time all envelopes and documents necessary for their participation in the COMPETITION must be delivered by the BIDDERS, at B3's headquarters;

1.27. DER-MG: Department of Buildings and Highways of the State of Minas Gerais;

1.28. SESSION DIRECTOR: representative of B3 designated to conduct the PUBLIC SESSION, on behalf of the BIDDING COMMISSION, in accordance with the terms of this INVITATION TO BID;

1.29. QUALIFICATION DOCUMENTS: set of documents listed in the Item **Erro! Fonte de referência não encontrada.** of this INVITATION TO BID, to be mandatorily presented by the AWARDEE, intended to prove its legal qualification, tax, social and labor regularity, as well as technical and economic-financial qualification;

1.30. DOEMG: Official Gazette of the State of Minas Gerais;

1.31. INVITATION TO BID: this INVITATION TO BID related to COMPETITION n^o 002/2025, including the ANNEXES TO the INVITATION TO BID;

1.32. REGULATORY ENTITY: the Undersecretariat for Transport Regulation, pursuant under the terms of State Decree n^o 48.665/2023 and SEINFRA Resolution No. 53, which may be succeeded by a Regulatory Agency to be created by law, under the terms already provided for in art. 11 of the Resolution;

1.33. EVTEA: Technical, Economic, Financial and Environmental Feasibility Study of the GRANTING AUTHORITY, whose values are those of the BASE DATE for the purpose of structuring the CONCESSION, without binding character;

1.34. DOMAIN STRIP: physical base on which the ROAD SYSTEM rests, consisting of the running lanes, medians, engineering structures, shoulders, signs and side safety lanes, with limits defined according to the EXECUTIVE PROJECT of the road, public utility decrees, or expropriation engineering projects, specified in the PER;

1.35. CONTRACT PERFORMANCE BOND: the guarantee of the faithful fulfillment of the obligations of the CONTRACT to be provided by the CONCESSIONAIRE, according to the rules of the CONTRACT;

1.36. PROPOSAL GUARANTEE: the guarantee of compliance with the bid to be submitted by the BIDDERS, under this INVITATION TO BID;

1.37. ECONOMIC GROUP: group formed by the CONCESSIONAIRE and its AFFILIATED, CONTROLLED or simple participation companies, pursuant to arts. 1.097 et seq., of the Civil Code, and art. 243, of Law nº 6.404/1976, and companies or investment funds that have officers, administrators, except directors, managers or shareholders (with more than 10% participation) or common legal representatives, as well as those that depend economically or financially on another company or investment fund, in addition to companies or investment funds subject to the same global structure, including global knowledge sharing, governance and corporate policy;

1.38. IBGE: Brazilian Institute of Geography and Statistics;

1.39. PRE-AUTHORIZED INVESTMENTS: capacity expansion works and/or improvements whose requirements have been preliminarily approved by the GRANTING AUTHORITY in the CONTRACT and which may be requested unilaterally, by act of the GRANTING AUTHORITY and economic and financial rebalancing of the CONTRACT;

1.40. IPCA: National Broad Consumer Price Index, published by IBGE;

1.41. BIDDER(S): any business company, investment fund, financial institution, open or closed supplementary pension entity or CONSORTIUM participating in the COMPETITION;

1.42. AWARDEE: BIDDER best classified in terms of PUBLIC CONTRIBUTION and GRANT AMOUNT, and who meets all the qualification requirements required by the INVITATION TO BID;

1.43. B3 PROCEDURES MANUAL: document prepared by B3, containing guidelines,

rules and document models for the procedures for providing PROPOSAL GUARANTEE, operational procedures, as well as all other procedures pertinent to the COMPETITION, in the form of ANNEX TO THE INVITATION TO BID 21 – PROCEDURES MANUAL OF B3, and subject to the rules of this INVITATION TO BID;

1.44. SERVICE LEVEL: qualitative assessment of the operating conditions and fluidity of a traffic stream, lane or intersection, calculated according to the method recommended in HCM 2022, or an alternative version approved by the REGULATORY ENTITY.

1.45. NEW INVESTMENTS: engineering works or services not originally provided for in the original PER of the CONTRACT and subsequently included in the list of obligations of the CONCESSIONAIRE, through economic and financial rebalancing;

1.46. OBJECT: the CONCESSION of public services for the exploration of infrastructure, recovery, operation, maintenance, monitoring, conservation, expansion of capacity and maintenance of the SERVICE LEVEL of the ROAD SYSTEM of Lot 7 – Ouro Preto – Mariana (Via Liberdade), according to the specifications contained in the CONTRACT and PER;

1.47. EMERGENCY WORKS: interventions necessary to restore to normal traffic and safety conditions affected by any unforeseen event that generates or may generate a negative impact, compromising the ROAD SYSTEM;

1.48. PARTIES: the GRANTING AUTHORITY and the CONCESSIONAIRE;

1.49. RELATED PARTIES: in relation to the CONCESSIONAIRE, any PARENT COMPANY, AFFILIATED COMPANY, CONTROLLED COMPANY or person under common control, as well as those considered as such by the accounting standards in force;

1.50. ACCREDITED PARTICIPANT(S): brokerage company or distributor of securities authorized under Brazilian law and authorized to operate at B3 and contracted by the BIDDER, through an intermediation agreement, to represent it in all acts related to COMPETITION with B3;

1.51. ELECTRONIC TOLL: physical infrastructures located on the ROAD SYSTEM, which house the equipment necessary to enable the collection of TOLL FEES through the FREE FLOW SYSTEM, under the terms set out in the CONTRACT and ANNEXES TO THE CONTRACT;

1.52. PER or ROAD OPERATION PROGRAM: the ANNEX TO THE CONTRACT 2 – ROAD OPERATION PROGRAM, which covers the conditions, goals, criteria, requirements, mandatory interventions and minimum specifications that determine the CONCESSIONAIRE's obligations;

1.53. INSURANCE PLAN: document containing the list of all insurance of mandatory contracting, under the terms of the CONTRACT and ANNEXES OF THE CONTRACT, whose policies must be valid and in force throughout the CONCESSION TERM, being subject to revision under the terms of the CONTRACT;

1.54. GRANTING AUTHORITY: the State of Minas Gerais, through SEINFRA;

1.55. NATIONAL PUBLIC PROCUREMENT PORTAL - PNCP: official web intended for the centralized and mandatory disclosure of the acts required by Law nº 14.133/2021;

1.56. CONCESSION TERM: an original term of 30 (thirty) years, counted from the EFFECTIVE DATE, during which the CONCESSIONAIRE shall carry out the contractual OBJECT, under the terms of this CONTRACT;

1.57. QUALIFIED PROFESSIONAL: professional, of higher level, to be technically responsible for the provision of services concerning the CONCESSION;

1.58. EXECUTIVE PROJECT: set of elements resulting from the approval of the FUNCTIONAL PROJECT, necessary and sufficient for the complete execution of the intervention, containing the project report, technical specifications, drawings, service notes, calculation memories, study results. It must have a level of detail that allows the definition of the quantities, overall cost of the works and execution time;

1.59. FUNCTIONAL PROJECT: a set of elements that allow the work or service to be characterized and that contains the design derived from technical road studies, be they traffic, geometry, safety or any other type of technical demand, which defines the route, number of lanes and their respective road devices (intersections, ELECTRONIC TOLL, general inspection posts, USER service posts, footbridges, among others). The elements must be defined in such a way that it is possible to estimate the cost and deadlines for future execution;

1.60. ECONOMIC PROPOSAL: document containing the VALUE OF the PUBLIC CONTRIBUTION and the GRANT AMOUNT offered by the BIDDERS within the scope of the COMPETITION, subject to the rules of this INVITATION TO BID;

1.61. ANCILLARY REVENUES: any complementary, ancillary, alternative and associated project revenues, including those arising from public deals, characterized by sources other than TOLL FEES and financial investments, to be received by the CONCESSIONAIRE, with or without exclusivity, in accordance with **Erro! Fonte de referência não encontrada.**of the CONTRACT;

1.62. LINKED RESOURCES: amounts to be transferred to the CONCESSION ACCOUNT, linked exclusively to the purposes provided for in Clause 25 – LINKED RESOURCES of the CONTRACT;

1.63. ACCREDITED REPRESENTATIVE: individual authorized to represent the BIDDERS in all acts and documents related to the COMPETITION, except in acts performed with B3 attributed to ACCREDITED PARTICIPANTS;

1.64. SEINFRA: Minas Gerais State Office for Infrastructure and Mobility;

1.65. PUBLIC SESSION: solemn act to be held in person at the headquarters of B3, according to the rules of this INVITATION TO BID, starting at 2 p.m. on July 10th, 2025, in which the envelopes containing the ECONOMIC PROPOSAL of all BIDDERS who met the requirements of the PROPOSAL GUARANTEE provided for in this INVITATION TO BID will be opened and analyzed, and delivered, by the BIDDER ranked first, the envelope containing the QUALIFICATION DOCUMENTS;

1.66. FREE FLOW SYSTEM: a set of procedures and systems that allows the collection of TOLL FEE for the use of urban or rural roads through the ELECTRONIC TOLLS, requiring vehicles to stop the or reduce speed, eliminating the need for toll plazas or physical blockades;

1.67. ROAD SYSTEM: the area of the CONCESSION, comprising the stretches described in the PER, including all its elements that are part of the DOMAIN STRIP, as well as accesses and loops, buildings and land, central, lateral and marginal lanes or places connected directly or by interconnection devices with the highway, shoulders, special works of art and any other elements within the limits of the DOMAIN STRIP, as well as the areas occupied by operational and administrative facilities related to the CONCESSION, including any new stretches and NEW INVESTMENTS incorporated into the CONCESSION area;

1.68. WEBSITE: official WEBSITE of the COMPETITION in which the INVITATION TO BID, CONTRACT, ANNEXES TO THE INVITATION TO BID and ANNEXES TO THE

CONTRACT will be disclosed, as well as the other official information of the event, whose address is www.infraestrutura.mg.gov.br;

1.69. SPE: a special-purpose company set up by the SUCCESSFUL BIDDER as a condition for signing the CONTRACT, in the form of a joint-stock company, which will enter into the CONTRACT with the GRANTING AUTHORITY;

1.70. SUSEP: Superintendence of Private Insurance;

1.71. TOLL FEE or TP: TOLL FEE charged to USERS, subject to the provisions of Clause 21 – TOLL FEE of the CONTRACT;

1.72. USER(S): any person, natural or legal, who uses the ROAD SYSTEM OBJECT of the CONTRACT;

1.73. PUBLIC CONTRIBUTION: pecuniary obligation offered by the BIDDER to explore the CONCESSION, pursuant to art. 12, II, caput, and item "a" of Law nº 11.079/2004, expressed in 2 (two) decimal places, and which may not exceed BRL 1.800.000.000,00 (one billion, eight hundred million reais), referenced to the BASE DATE;

1.74. GRANT AMOUNT: value offered by the BIDDER to explore the CONCESSION, pursuant to art. 15, III, of Law nº 8.987/1995, expressed in 2 (two) decimal places and which may not be less than BRL 0.00 (zero reais), referenced to the BASE DATE, to be updated upon the payment, by the positive variation of the IPCA for the period between the BASE DATE and the last index officially published on the date of payment, to be allocated to FUNTRANS, in a specific linked sub-account, in accordance with §

1.75. NET PRESENT VALUE OR NPV: the monetary value of the entire cash flow at the start of the project, i.e. the present value of future cash flows discounted at an appropriate TIR on the BASE DATE of the CONTRACT;

1.76. CONDEMNATION FUND: amount equivalent to BRL 158.533.156,50 (one hundred and fifty-eight million, five hundred and thirty-three thousand, one hundred and fifty-six reais and fifty cents) considered by the CONCESSIONAIRE for the promotion of expropriations in the DOMAIN STRIP necessary for the execution of the OBJECT of the CONTRACT, under the terms of the CONTRACT.

PART III - THE PURPOSE

2. Subject Matter of the COMPETITION

2.1. The purpose of the COMPETITION is to select the most suitable and advantageous proposal, based on the criteria established in this INVITATION TO BID, for the CONCESSION of public services for the exploration of infrastructure, recovery, operation, maintenance, monitoring, conservation, expansion of capacity and maintenance of the SERVICE LEVEL of the ROAD SYSTEM of Lot 7 – Ouro Preto – Mariana (Via Liberdade), according to the specifications contained in the CONTRACT, within the term and under the conditions contained in the CONTRACT.

2.1.1. The specifications and conditions of the works, services and activities that are part of the OBJECT are detailed in the CONTRACT, especially in ANNEX TO THE CONTRACT 2 - PER.

2.2. The CONCESSION TERM will be 30 (thirty) years, counted from the EFFECTIVE DATE of the CONTRACT, extendable for 5 (five) years, according to art. 5, item I, of Law nº 11.079/2004 and under the terms established in the CONTRACT.

2.2.1. For all purposes of this INVITATION TO BID and the CONTRACT, the EFFECTIVE DATE is the date on which the GRANTING AUTHORITY finds the implementation of all the conditions precedent provided for in sub-clause 7.1.1 of the CONTRACT.

2.3. The CONTRACT VALUE is BRL 2.746.603.294,08 (two billion, seven hundred and forty-six million, six hundred and three thousand, two hundred and ninety-four reais and eight cents) on the BASE DATE, corresponding to the NET PRESENT VALUE of the projection of revenues to be earned by the CONCESSIONAIRE during the CONCESSION TERM.

2.3.1. The CONTRACT VALUE is a merely reference estimate, and cannot be invoked by the BIDDER for any purpose, nor by the CONCESSIONAIRE to support claims for the restoration of the economic and financial balance of the CONTRACT or for any other purpose that implies the use of the estimated value of the CONTRACT as a parameter for indemnities, reimbursements and the like.

2.4. The CONCESSIONAIRE's remuneration will be composed of the revenue arising from the collection of the TOLL FEE and the ANCILLARY REVENUES, according to the rules of the CONTRACT.

2.5. Contributions will be due from the GRANTING AUTHORITY for the execution of works and the acquisition of reversible assets, under the terms of art. 6, caput and § 2, of Law nº 11.079/2004, the amount of which will correspond to the winning ECONOMIC PROPOSAL submitted by the SUCCESSFUL BIDDER.

2.6. All amounts expressed in the INVITATION TO BID are referenced to prices of the BASE DATE, except when expressed to the contrary, and must be updated at the time of compliance with the obligations, according to the established rules.

PART IV – ACCESS TO COMPETITOR’S INFORMATION

3. INVITATION TO BID Acquisition, Consultation and Access to Information

3.1. The INVITATION TO BID, the CONTRACT, and ANNEXES TO THE INVITATION TO BID and ANNEXES TO THE CONTRACT, as well as all available information, studies and projects on the CONCESSION can be obtained on the WEBSITE.

3.2. SEINFRA will not be responsible for spreadsheets, forms and other information such as studies and projects available about the CONCESSION obtained or known in a form or place other than that specified in this INVITATION TO BID.

3.3. Obtaining the INVITATION TO BID shall not be a condition to take part in the COMPETITION, and to that effect, BIDDERS shall acknowledge and accept all its terms and conditions by presenting a statement under the terms of the ANNEX TO THE INVITATION TO BID 6 – MODEL OF LETTER FOR SUBMISSION OF GENERAL DOCUMENTATION.

3.4. BIDDERS are responsible for examining and acknowledging all instructions, conditions, requirements, laws, decrees, standards, specifications and regulations that are applicable to COMPETITION and to the CONCESSION, as well as for the direct analysis of the conditions of the ROAD SYSTEM and all data and information regarding the operation of the CONCESSION.

3.4.1. The studies, information, research, investigations, surveys, projects, spreadsheets and other documents or data related to the ROAD SYSTEM, and made available by SEINFRA, have been carried out and obtained for the exclusive purpose of pricing the CONCESSION, not presenting, before the BIDDERS, a binding character or generating any

responsibility on the part of SEINFRA before the BIDDERS or before the future CONCESSIONAIRE.

3.5. BIDDERS shall pay for the corresponding costs and expenses that are incurred to carry out studies, investigations, surveys, projects and investments, to take part in the COMPETITION or those related to the contracting process.

3.6. The documentation made available by SEINFRA exclusively to BIDDERS may not be reproduced, disclosed and used, in whole or in part, for any purpose other than those expressed in the INVITATION TO BID.

3.7. In case of divergence between the Portuguese and English versions of the INVITATION TO BID and ANNEXES TO THE INVITATION TO BID or in any documents related to the CONCESSION, the Portuguese version shall prevail.

3.8. In case of divergence, the terms, provisions and conditions of the INVITATION TO BID shall prevail over the provisions of the ANNEXES TO THE INVITATION TO BID.

4. Technical Visit

4.1. BIDDERS are allowed to carry out technical visits to the place of execution of the OBJECT of the CONTRACT, with the purpose of inspecting it, and the visits will be scheduled by requests submitted by electronic correspondence sent to the electronic address loteouropretomariana@infraestrutura.mg.gov.br with the title "Technical Visit INVITATION TO BID nº 002/2025 (Lote 7 – Ouro Preto – Mariana (Via Liberdade))".

4.1.1. The BIDDER, during the technical visit, must bring 2 (two) copies of the technical visit request, prepared in accordance with ANNEX TO THE INVITATION TO BID 4 – TECHNICAL VISIT REQUEST MODEL, and the BIDDER's representative must sign it, and request the signature of the server designated by the GRANTING AUTHORITY as responsible for monitoring the technical visit on the copy that will be returned to it, and must be delivered by the BIDDER ranked first together with the QUALIFICATION DOCUMENTS.

4.1.2. The technical visit request must be made up to 7 working days before the last day for its execution, under the terms of item 12.1 of the INVITATION TO BID and contain the indication and qualification of up to 5 (five) representatives of the interested company for its realization.

4.1.2.1. A copy of the document proving the representation relationship between the BIDDER and the representative designated to participate in the technical visit must be provided to the GRANTING AUTHORITY.

4.1.3. Once the electronic correspondence has been received and the requirements indicated in this INVITATION TO BID have been fulfilled, an email will be sent to the interested party to schedule the date and time of the technical visit, which must be accompanied by servants of the GRANTING AUTHORITY or responsible designated for it.

4.1.4. Technical visits must be carried out after the publication date of the INVITATION TO BID, up to one business day before the ENVELOPE SUBMISSION DATE, according to sub-item 12.1 of this INVITATION TO BID.

4.1.5. The option for the technical visit constitutes the right and burden of the BIDDER, with the purpose of drawing up an accurate and technical ECONOMIC PROPOSAL, but it does not have an eliminatory character of the COMPETITION for the purpose of examining its qualification.

4.1.5.1. If, optionally, the BIDDER decides not to carry out a technical visit to the places where the services, OBJECT of the CONCESSION, will be provided, it must submit a declaration, together with the other QUALIFICATION DOCUMENTS, according to the model contained in the ANNEX TO THE INVITATION TO BID 5 – DECLARATION WAIVING TECHNICAL VISIT MODEL, and, in case they win the COMPETITION, they cannot claim ignorance of the conditions of contractual execution as a pretext for any total or partial non-performance of the CONTRACT, delays in its implementation or changes to the contractual object.

5. Clarifications and Oppositions to the INVITATION TO BID

5.1 Should any interested party require clarifications, they must request them from the BIDDING COMMISSION within the period indicated in sub-item 12.1 of this INVITATION TO BID, via the e-mail address loteouropretomariana@infraestrutura.mg.gov.br, under the heading “Requests for

Clarifications – Competition INVITATION TO BID n^o 002/2025 (Lot 7 – Ouro Preto-Mariana)”, containing a file in “.doc” or “.docx” format, with the questions asked.

5.1.1. In the case of a request for clarification, the model provided for in ANNEX TO THE INVITATION TO BID 2 – REQUEST FOR CLARIFICATION must be observed.

5.2. Responses to requests for clarification will be disclosed to all interested parties on the WEBSITE, within the period indicated in the sub-item 12.1 of this INVITATION TO BID, without identifying the person responsible.

5.2.1. At the discretion of the BIDDING COMMISSION, periodic responses to requests for clarification submitted by interested parties may be published.

5.2.2. For all legal purposes, responses to requests for clarification will be an integral part of the INVITATION TO BID, binding the GRANTING AUTHORITY, the BIDDING COMMISSION, the BIDDERS and the CONCESSIONAIRE, for all purposes.

5.3. Under penalty of forfeiture of the right, any objection to the INVITATION TO BID must be sent to the electronic address loteouropretomariana@infraestrutura.mg.gov.br, under the heading “Impugnação Edital da Concorrência n^o 002/2025 (Lote 7 – Ouro Preto-Mariana (Via Liberdade))” (Challenge INVITATION TO BID n^o 002/2025 (Lot 7 – Ouro Preto – Mariana (Via Liberdade))), filed within three (3) business days before the ENVELOPE SUBMISSION DATE, and the BIDDING COMMISSION must judge and respond to the challenge within three (3) business days, limited to the day prior to the ENVELOPE SUBMISSION DATE.

5.3.1. In the event of a objection to the INVITATION TO BID, compliance with any model will not be required.

5.4. In the absence of requests for clarification and objections, or after them being answered, it will be considered that all the elements provided in the INVITATION TO BID are sufficiently clear and precise for the BIDDERS to perform all acts within the scope of the COMPETITION, and there is no right to any subsequent claim, since participation in the COMPETITION implies the full and unconditional acceptance of all

terms and conditions of the INVITATION TO BID and ANNEXES TO THE INVITATION TO BID.

5.5. Requests for clarification and objections must be exclusively written, in Portuguese, containing the CNPJ/CPF, company name/full name, telephone number and e-mail address of the requesting or objecting party, subject to sub-item 5.1.1.

5.6. Requests for clarification and objections in disagreement with the requirements of the INVITATION TO BID will not be accepted.

5.7. The BIDDING COMMISSION, at its sole discretion, whether because of clarifications, objections to the INVITATION TO BID and/or any other reason of public interest, may amend the INVITATION TO BID, at any time, before the ENVELOPE SUBMISSION DATE.

5.8. If the change in this INVITATION TO BID affects the formulation of the ECONOMIC PROPOSAL, the BIDDING COMMISSION will modify the ENVELOPE SUBMISSION DATE, informing the BIDDERS through publication in the DOEMG and on the WEBSITE. In this case, the deadlines for TECHNICAL VISIT, request for clarification and challenge are also extended.

5.9. Requests for clarification and objections sent will be considered delivered on the date of sending by the sender, up until 11:59 p.m. of the same day.

5.10. The BIDDING COMMISSION will not be responsible for any problems or failures in sending or receiving requests for clarification, as well as for the sharpness and visual quality of the documents sent.

PART V – COMPETITION REGULATION

6. Conditions of Participating

6.1. Business companies, investment funds, financial institutions and open or closed supplementary pension entities, Brazilian or foreign, alone or in a CONSORTIUM, that fully comply with all the terms and conditions of the INVITATION TO BID may participate in the COMPETITION.

6.2. The following may not participate in the COMPETITION, alone or in a CONSORTIUM:

6.2.1. legal entity declared unfit to bid or contract by act of the PUBLIC ADMINISTRATION, as provided for in art. 156, item IV, of Law nº 14.133/2021;

6.2.2. legal entity prevented from participating in a COMPETITION or contracting with the State Public Administration, resulting from art. 156, item III, of Law nº 14.133/2021;

6.2.3. legal entity that is, at the time of the bidding, unable to participate in the bidding or administrative contracting as a result of a sanction imposed on it, pursuant to item III of art. 14 of Law nº 14.133/2021;

6.2.3.1. The prohibition of the sub-item 6.2.3 above also applies to a BIDDER who acts as a substitute for another person, individual or legal entity, in order to circumvent the effectiveness of the sanction applied to it, including its PARENT COMPANY, CONTROLLED COMPANY or AFFILIATE, provided that the illicit or fraudulent use of the BIDDER's legal personality is duly proven;

6.2.4. legal entity that maintains a technical, commercial, economic, financial, labor or civil nature with an officer of the GRANTING AUTHORITY or the REGULATORY ENTITY, or that is its spouse, partner or relative in a straight, collateral or by affinity line, up to the third degree, or with a public agent who plays a role in the COMPETITION or acts in the supervision or management of the CONTRACT, pursuant to art. 14, item IV, of Law nº 14.133/2021;

6.2.5. legal entity that has as partner a public agent of the GRANTING AUTHORITY, REGULATORY ENTITY or third parties that have assisted in conducting the COMPETITION as a support team, specialized professional, employee or representative of a company that has provided technical advice, and situations that may constitute a conflict of interest in the exercise or after the exercise of the position or employment, under the terms of the legislation that regulates the matter, according to §1 of art. 9 of Law nº 14.133/2021;

6.2.6. legal entity whose owner(s), controller(s) or director(s) is(are) a member(s) of the legislative powers of the Union, States or Municipalities or who exercises remunerated function(s) in them, according to item "a" of item

II of art. 54 c/c with item IX of art. 29 of the Federal Constitution of the Federal Republic of Brazil;

6.2.7. CONTROLLING, CONTROLLED or AFFILIATED legal entities, under the terms of Law nº 6.404/1976, competing with each other, under the terms of art. 14, item IV, of Law nº 14.133/2021;

6.2.8. legal entity that, in the five (5) years prior to the disclosure of the INVITATION TO BID, has been judicially convicted with a final decision, for exploitation of child labor, for submission of workers to conditions analogous to those of slavery or for hiring teenagers in cases prohibited by labor legislation, under the terms of art. 14, item VI, of Law nº 14.133/2021;

6.2.9. legal entity that has been sentenced, by a final and unappealable judgment, to the penalty of interdiction of rights due to the practice of environmental crimes, under the terms of art. 10 of Law nº 9.605/1998;

6.2.10. legal entity that is prohibited from contracting with the PUBLIC ADMINISTRATION due to a restrictive sanction of law arising from an environmental administrative infraction, pursuant to art. 72, § 8, item V of Law nº 9.605/1998;

6.2.11. legal entity whose manager(s) or responsible technician(s) is(are) or has(have) been the occupant(s) of an effective position or employment at SEINFRA, BDMG or the Inter-American Development Bank - IDB, or occupant(s) of a management position, superior advisory or intermediate assistance of the State of Minas Gerais in the last 180 (one hundred and eighty) days prior to the date of publication of the INVITATION TO BID;

6.2.12. legal entity registered in the Register of Suppliers prevented from Bidding and Contracting with the State Public Administration, under the terms of the State Law nº 13.994/2001;

6.2.13. legal entity that is in bankruptcy, self-bankruptcy, judicial or extrajudicial recovery, judicial or extrajudicial liquidation, insolvency, temporary special administration or intervention, in accordance to art. 69, item II, of Law nº 14.133/2021; unless the acceptance of the judicial recovery plan or approval of the extrajudicial reorganization plan is proven, as applicable;

6.2.14. legal entity that has been prohibited from participating in bids promoted by the State Public Administration, due to the practice of violation of the economic order, under the terms of art. 38, item II, of Law nº 12.529/2011;

6.2.15. legal entity that has been prohibited from contracting with the PUBLIC ADMINISTRATION, due to conviction for an act of administrative impropriety, under the terms of art. 12 of Law nº 8.429/1992, after the judgment becomes final and unappealable;

6.2.16. legal entity that, alone or in a CONSORTIUM, has participated directly or indirectly in the modeling and preparation studies of the INVITATION TO BID as a consultant or its subcontractors, or of which the author of the basic or executive project is a director, manager, shareholder or holder of more than 5% (five percent) of the voting capital or controller, technical responsible or subcontractor;

6.2.17. legal entity that has a registration of sanction, with the effect of preventing participation in this COMPETITION, in the records referred to in art. 22 of Law nº 12.846/2013;

6.2.18. legal entity that has a majority shareholder or managing partner convicted of committing a crime against the STATE GRANTING AUTHORITY, under the terms of State Law nº 23.451/19;

6.2.19. legal entity that does not meet the conditions of the INVITATION TO BID.

6.3. Participation in the COMPETITION implies the full and unconditional acceptance of all terms, provisions and conditions of the INVITATION TO BID and ANNEXES thereto, as well as the other rules applicable to the COMPETITION.

6.4. BIDDERS who choose to participate in the COMPETITION as a CONSORTIUM must comply with the provisions of art.15 of Law nº 14.133/2021, the requirements of the INVITATION TO BID and the following requirements:

6.4.1. the leading company of the CONSORTIUM must be indicated, which will represent it in all its acts before the BIDDING COMMISSION;

6.4.2. each CONSORTIUM member must individually meet the requirements regarding the legal qualification, tax, social and labor regularity, and economic/financial qualification contained in Item 10 of this INVITATION TO BID;

6.4.3. the technical qualification requirements must be met by the CONSORTIUM, through any of the CONSORTIUM members, alone or by the sum of the technical qualifications presented by the CONSORTIUM members, where applicable;

6.4.4. the disqualification / ineligibility of any CONSORTIUM member will result in the automatic disqualification / ineligibility of the CONSORTIUM;

6.4.5. the CONSORTIUM members will be jointly and severally responsible for the acts performed by the CONSORTIUM in this BIDDING until the CONTRACT is signed;

6.4.6. there is no limit on the number of CONSORTIUM members to form the CONSORTIUM;

6.4.7. no CONSORTIUM member may participate in more than one CONSORTIUM or in isolation, even through its AFFILIATE(S), PARENT COMPANY(ies), CONTROLLED COMPANY(ies), even if with different percentages, under penalty of disqualification from COMPETITION, regardless of the phase in which it is disclosed;

6.4.8. the inclusion, substitution, removal or exclusion of CONSORTIUM members will not be allowed until the CONTRACT is signed, nor will any change in the proportion of participation of CONSORTIUM members;

6.4.9. the participation of a CONSORTIUM formed exclusively by foreign companies is allowed;

6.4.10. in addition to other documents required in the INVITATION TO BID, the participation of BIDDERS in a CONSORTIUM is subject to the presentation, within the PROPOSAL GUARANTEE envelope, by means of a public or private instrument, of a Term of Commitment for the Constitution of a SPECIAL PURPOSE COMPANY, signed by the CONSORTIUM members, under the terms of the sub-item 10.6 of this INVITATION TO BID;

6.5. If BIDDER is a foreign legal entity, the following rules must be followed, without prejudice to the rules established in this INVITATION TO BID:

6.5.1. Foreign legal entities BIDDERS must submit, both for isolated participation in the COMPETITION and in a CONSORTIUM, documents equivalent to the QUALIFICATION DOCUMENTS required in this INVITATION TO BID, in free translation, being required authentication by the Brazilian consular authority of their country of origin and sworn translation at the time of signing the CONTRACT, under the terms of art. 70, sole paragraph of Law nº 14.133/2021 and art. 20-A of Normative Instruction nº 3/2018, of the Ministry of Planning, Development and Management.

6.5.1.1. Foreign companies from signatory states of the Convention on the Elimination of the Requirement of Legalization for Foreign Public Documents, enacted in Brazil by means of Federal Decree No. 8,660/2016, may replace authentication by the consular authority, referred to in subitem 6.5.1 of this INVITATION TO BID, with the affixing of an apostille as referred to in said Convention, when applicable.

6.5.1.2. For the purpose of signing the CONTRACT, the documentation referred to in the sub-item above must be presented with the respective apostille, as well as be translated by a sworn translator and contain a signature recognized as genuine by a notary public.

6.5.2. Foreign legal entities BIDDERS must submit a statement in accordance with the model contained in ANNEX TO INVITATION TO BID 16 – EXECUTION SCHEDULE AND MARKS FOR TRANSFER OF THE PUBLIC CONTRIBUTION, certifying the correlation between the documents required in this INVITATION TO BID and the corresponding documents in the country of origin, as well as their validity.

6.5.3. The equivalent QUALIFICATION DOCUMENTS must be submitted in order to enable the analysis on the validity, enforceability and effectiveness.

6.5.4. In the event of the absence of documents equivalent to those requested in this INVITATION TO BID or of an agency(ies) in the country of origin that authenticates them, a declaration informing this fact must be presented by the BIDDER, in accordance with the model contained in

ANNEX TO THE INVITATION TO BID 16 – MODEL OF DECLARATION OF EQUIVALENCE.

6.5.5. The BIDDERS shall be liable civilly, administratively and criminally regarding the veracity of the statements referred above.

6.5.6. The legal representative of foreign legal entities BIDDERS, is considered to be a person legally accredited and domiciled in Brazil, with express powers, through a 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 summons and respond administratively and judicially in Brazil, as well as to represent it at all stages of the process.

6.5.7. The power of attorney referred to in sub-item 6.5.6 of this INVITATION TO BID shall be issued in the official language of the BIDDER's country of origin, duly consularized, observing the provisions of sub-item 6.5.1, with a sworn translation and registered in the Registry of Deeds and Documents.

7. Ways to submit the documents

7.1. The envelopes containing the PROPOSAL GUARANTEE and the ECONOMIC PROPOSAL must be (i) delivered on the ENVELOPE SUBMISSION DATE, at B3's headquarters, by a representative of the ACCREDITED PARTICIPANTS, bearing the documents proving their representation powers and (ii) presented in two (2) sealed, distinct, inviolated envelopes, initialed on the closure and identified on its cover, as follows:

“ENVELOPE 1 – GARANTIA DE PROPOSTA E DOCUMENTOS DE REPRESENTAÇÃO” (ENVELOPE 1 - GUARANTEE BID AND REPRESENTATION DOCUMENTS)

“EDITAL DE CONCORRÊNCIA INTERNACIONAL Nº: 002/2025”
(INTERNATIONAL COMPETITION INVITATION TO BID Nº: **002/2025**)

[FULL CORPORATE NAME OF BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND THEIR LEADER]



[NAME, PHONE AND EMAIL OF THE ACCREDITED REPRESENTATIVE(S)]

[NAME OF THE ACCREDITED PARTICIPANT]

[NAME, TELEPHONE NUMBER AND EMAIL OF THE ACCREDITED PARTICIPANT]

“ENVELOPE 2 – PROPOSTA ECONÔMICA” (ENVELOPE 2 – ECONOMIC PROPOSAL)

“EDITAL DE CONCORRÊNCIA INTERNACIONAL Nº: 002/2025”
(INTERNATIONAL COMPETITION INVITATION TO BID Nº: **002/2025**)

[FULL CORPORATE NAME OF BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND THEIR LEADER]

[NAME, PHONE AND EMAIL OF THE ACCREDITED REPRESENTATIVE(S)]

[NAME OF THE ACCREDITED PARTICIPANT]

[NAME, TELEPHONE NUMBER AND EMAIL OF THE ACCREDITED PARTICIPANT]

7.2. Subject to the procedure set forth in sub-items 13.2 and 13.3, the BIDDER ranked first shall submit, at the end of the PUBLIC SESSION, the QUALIFICATION DOCUMENTS, in accordance to art. 63, item II, of Law nº 14.133/2021, in a sealed, distinct, inviolated envelope, initialed on the closure and identified on its cover, as follows:

“ENVELOPE 3 – DOCUMENTOS DE HABILITAÇÃO” (ENVELOPE 3 - QUALIFICATION DOCUMENTS)

“EDITAL DE CONCORRÊNCIA INTERNACIONAL Nº: 002/2025”
(INTERNATIONAL COMPETITION INVITATION TO BID Nº: **002/2025**)

[FULL CORPORATE NAME OF BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND THEIR LEADER]

[NAME, PHONE AND EMAIL OF THE ACCREDITED REPRESENTATIVE(S)]

[NAME OF THE ACCREDITED PARTICIPANT]

[NAME, TELEPHONE NUMBER AND EMAIL OF THE ACCREDITED PARTICIPANT]

7.3. Each of the envelopes of the PROPOSAL GUARANTEE, the ECONOMIC PROPOSAL and the QUALIFICATION DOCUMENTS must be presented as follows:

7.3.1. separately, with all pages numbered sequentially, including the separation pages, catalogs, drawings or similar, if any, regardless of whether there is more than one notebook, from the first to the last page, so that the numbering of the last page of the last notebook reflects the total amount of pages of each envelope, not being allowed amendments, erasures, line spacing or exceptions.

7.3.2. 2 (two) identical physical copies, bound separately and delivered within the respective envelope, with identification of the subtitles "1ª via" (1st copy) and "2ª via" (2nd copy), and the documentation contained in the first copy must be presented in its original form or in the form of a copy authenticated by the Notary Public, or even by a simple copy accompanied by the original for authentication by a member of the BIDDING COMMISSION, being allowed the presentation of a simple copy for the second copy.

7.3.2.1. In the case of the PROPOSAL GUARANTEE, the respective document must necessarily be presented in its original copy in the 1st copy of the PROPOSAL GUARANTEE envelope. The presentation of a certified copy is not allowed.

7.4. Each envelope shall contain a page with its own opening and closing term, which shall not be numbered.

7.5. Each of the envelopes containing the PROPOSAL GUARANTEE, the ECONOMIC PROPOSAL and the QUALIFICATION DOCUMENTS must also be presented in 1 (one) simple copy of the documentation corresponding to the respective

envelope, by magnetic means (*pen drive*), in a standard PDF file (Adobe Acrobat), non-editable, with content identical to that of the copy presented physically, and the *pen drive* must be labeled with the name of the BIDDER, number of the INVITATION TO BID and breakdown of the envelope to which it refers (PROPOSAL GUARANTEE, ECONOMIC PROPOSAL, QUALIFICATION DOCUMENTS).

7.6. If there is a divergence between the information provided in physical and electronic media, the information provided in physical media will prevail.

7.6.1. In the event of divergence between numbers and their expression in full, the form in full will prevail.

7.7. All pages of each of the PROPOSAL GUARANTEE, the ECONOMIC PROPOSAL and the QUALIFICATION DOCUMENTS must be initialed by a legal representative of the BIDDER, preferably by one of the ACCREDITED REPRESENTATIVES.

7.8. One of the ACCREDITED REPRESENTATIVES or the ACCREDITED PARTICIPANT must initial the seal of each of the envelopes indicated in Items 7.1 and 7.2 of this INVITATION TO BID, inserting the date and time next to the initial, in their own handwriting.

7.9. The documents must be presented according to the models contained in the INVITATION TO BID, except when expressly provided for in this INVITATION TO BID in a different way or when there is no model provided.

7.10. Any failures in delivery or formal defects in the documents that are part of the PROPOSAL GUARANTEE, the ECONOMIC PROPOSAL and the QUALIFICATION DOCUMENTS may be remedied in accordance with the subitem 11.10.2 of this INVITATION TO BID, within a period to be established by the BIDDING COMMISSION.

7.11. The documents must be submitted in clear language, without amendments, erasures, line spacing or exceptions, and must be in accordance with the following rules regarding language:

7.11.1. all documents related to the COMPETITION must be written in Portuguese and all documentation will be understood and interpreted in accordance with said language; and

7.11.2. in the case of documents written in a foreign language, they must be accompanied by a free translation in Portuguese and, at the time of signing the CONTRACT, if applicable, by sworn translation and confirmation of authenticity issued by the diplomatic or consular representation of Brazil in the country of origin of the document, subject to the provisions of the sub-items 6.5 and 6.5.1 of this INVITATION TO BID.

7.11.2.1. in case of divergence between the document originally written in a foreign language and the version translated into Portuguese, the Portuguese version shall prevail.

7.12. Except for the hypothesis of subitem 6.5.6, the obligation to recognize the signature on the statements and authentication of documents required from BIDDERS is waived, in accordance to Law nº 13.726/2018.

7.13. The delivery of the envelopes for participation in the COMPETITION will not be allowed by post or any other means not provided in the item 7 of this INVITATION TO BID, nor will they be considered documents received untimely.

7.14. BIDDERS shall bear all costs related to the preparation and presentation of the PROPOSAL GUARANTEE envelopes, the ECONOMIC PROPOSAL and the QUALIFICATION DOCUMENTS, and the GRANTING AUTHORITY shall not be responsible, under any circumstances, for such costs, regardless of the procedures followed in the COMPETITION or its results.

7.15. Digital signature will be accepted in the declarations and other documents regarding this INVITATION TO BID, including the PROPOSAL GUARANTEE, and the digital signature must be the one carried out through a digital certificate, which has the attributes of authenticity, integrity, reliability and non-repudiation, made available by and in the parameters of the Public Key Infrastructure (ICP Brasil, Infraestrutura de Chaves Públicas), according to art. 10, § 1, of Provisional Measure nº 2.200-2/2001.

7.15.1. In the event of the sub-item 7.15 above, the statement or document must contain suitable means capable of verifying its authenticity, including, but not limited to, the *QR code* and codes for validation in links of websites expressly indicated in the document in question.

7.15.2. If the signer does not have the means of verifying its authenticity mentioned in sub-item 7.15.1, BIDDERS are allowed to present the digital files on the copy, in digital media, of each envelope.

7.15.3. The documents required in this INVITATION TO BID must be presented solely and exclusively, avoiding duplication or inclusion of unnecessary or unsolicited documents.

7.16. Notarial authentication of native-digital documents is not required, as long as it is possible to prove their authenticity by electronic means.

7.17. When presenting the envelopes, the BIDDERS express full knowledge of the characterization and definition of the object of the COMPETITION, in addition to being responsible for the veracity and authenticity of the information contained in the documents presented.

7.18. Documents submitted within their respective validity period will be accepted and, if they do not have an express validity period, the document issued within 90 (ninety) days from the date of issue until the ENVELOPE SUBMISSION DATE will be considered valid, unless another validity is established by law.

8. PROPOSAL GUARANTEE

8.1. The PROPOSAL GUARANTEE must be presented in the amount of BRL 27.466.032,94 (twenty-seven million, four hundred and sixty-six thousand, thirty-two reais and ninety-four cents), corresponding to 1% (one percent) of the CONTRACT VALUE, pursuant to art. 58, §1, of Law nº 14.133/2021, and must be valid for at least 180 (one hundred and eighty) days, counted from the ENVELOPE SUBMISSION DATE.

8.1.1. The amount referred to in the sub-item 8.1 of this INVITATION TO BID will be updated according to the National Broad Consumer Price Index - IPCA, based on its variation between the BASE DATE and 2 (two) months before the date of the PUBLIC SESSION, as informed by the BIDDING COMMISSION on the WEBSITE.

8.1.1.1. The BIDDING COMMISSION will communicate the updated value of the PROPOSAL GUARANTEE until May 16th, 2025, according to the schedule of events contained in the sub-item of 12.1 this INVITATION TO BID.

8.2. The PROPOSAL GUARANTEE may be provided in the modalities (i) cash guarantee, (ii) guarantee in public debt securities; (iii) performance bond; (iv) bank surety and (v) capitalization bond, pursuant to art. 96, § 1º, of Law nº 14.133/2021.

8.3. The PROPOSAL GUARANTEE may have its validity period extended, for the same period, at least 15 (fifteen) days before its expiration, at the expense of the BIDDERS themselves, if its validity expires before the date of signature of the CONTRACT, under penalty of disqualification in this COMPETITION, if so requested by the BIDDING COMMISSION, and expressed interest of the BIDDER to remain in the COMPETITION

8.3.1. The value of the PROPOSAL GUARANTEE referred to in subitem 8.1 of the INVITATION TO BID, in the event of renewal, must be readjusted by the variation of the IPCA or by another index that may replace it, in the period between the BASE DATE and the last index officially published before the renewal of the PROPOSAL GUARANTEE.

8.3.2. The maintenance of the BIDDER's qualification conditions is subject to the regular renewal of the respective PROPOSAL GUARANTEE, under the terms set forth in this INVITATION TO BID.

8.4. B3 shall advise the BIDDING COMMISSION in analyzing the regularity and effectiveness of the PROPOSAL GUARANTEES presented in accordance with ANNEX TO INVITATION TO BID 21 - B3 PROCEDURES MANUAL, the result of which shall be communicated on the date set forth in this INVITATION TO BID.

8.5. If the BIDDER participates in the BIDDING in isolation, the PROPOSAL GUARANTEE must be submitted in its own name.

8.6. If the BIDDER participates in the COMPETITION in a CONSORTIUM, the PROPOSAL GUARANTEE must be submitted:

8.6.1. in a single instrument that has as borrower one or more members of the CONSORTIUM, regardless of the percentage of participation of the CONSORTIUM members; or

8.6.2. in different instruments, each issued by a CONSORTIUM member, regardless of their percentage of participation in the CONSORTIUM, provided that the combined guarantees reach the amount required in sub-item 8.1.

8.6.2.1. In either case, the PROPOSAL GUARANTEE shall:

8.6.2.1.1. ensure the responsibility of the CONSORTIUM, and the instrument that guarantees only the participation of consortium member(s) is prohibited;

8.6.2.1.2. be presented on behalf of one or more CONSORTIUM members and must expressly indicate the name of the CONSORTIUM and all CONSORTIUM members, with their respective percentage shares, regardless of whether the PROPOSAL GUARANTEE was provided by one or more CONSORTIUM members. In the above scenario, it is still permissible to contribute the total amount owed, segregated among the consortium members, who may opt for one of the types of guarantees, without prejudice to the choice of a different type by the other consortium members.

8.6.2.2. PROPOSAL GUARANTEES that use as borrower/debtor/holder/depositary the corporate name of the CONSORTIUM and its respective CNPJ will not be accepted, and one or more members of the CONSORTIUM that has legal personality must necessarily appear as borrower/debtor/holder/depositary.

8.7. In the event of joint contribution of the PROPOSAL GUARANTEE, each consortium member may choose separately one of the guarantee modalities allowed in this INVITATION TO BID, without prejudice to the choice, by the other CONSORTIUM members, of a different modality.

8.8. In the case of an investment fund, the PROPOSAL GUARANTEE must be provided by the Fund's administrator or manager, as provided for in the Fund's regulations, and must contain an indication of the Fund's corporate name and its administrator and/or manager, as applicable.

8.9. In the modalities in which the PROPOSAL GUARANTEE is formalized by means of documents, such instruments may not, under any circumstances, include liability exclusions that prevent the automatic and unconditional execution by the GRANTING AUTHORITY in the cases described in this INVITATION TO BID as giving rise to its execution, and the rules established in the ANNEX TO THE INVITATION TO BID 21 – B3 PROCEDURES MANUAL must also be complied with.

8.10. The PROPOSAL GUARANTEE must be provided for the benefit of ARTESP and the GRANTING AUTHORITY.

8.11. The BIDDERS are fully responsible for proving the existence and sufficiency of the PROPOSAL GUARANTEE provided for the purposes of this BIDDING, and the BIDDERS must submit the necessary documentation for this purpose, under penalty of non-effectiveness of the provision of the guarantee and other applicable consequences, including the eventual disqualification of the BIDDER.

8.11.1. The PROPOSAL GUARANTEE provided in the form of a cash deposit, in national currency, must be paid by means of payment of the State Collection Document – DAE, within 24 hours (twenty-four hours) before the ENVELOPE SUBMISSION DATE, presenting proof of payment inside the PROPOSAL GUARANTEE envelope, under penalty of ineffectiveness of the provision of the guarantee.

8.11.1.1. For the payment referred to in the sub-item **Erro! Fonte de referência não encontrada.**, the BIDDER must access the electronic address

[<https://daeonline1.fazenda.mg.gov.br/daeonline/Home.action;jsessionid= TPFqFwmur94cAr3a>], click on the option "Receita de Outros Órgãos Estaduais" (Revenue from Other State Entities), and follow the following steps:

- i. select the option "CNPJ" (Corporate Taxpayer ID) in the "Tipo de Identificação" (Type of Identification) field;
- ii. inform the BIDDER'S CNPJ number in the "Identificação" (Identification) field;
- iii. select the option "SECRETARIA DE ESTADO DE INFRAESTRUTURA E MOBILIDADE" (Infrastructure and Mobility State Office), in the field "Órgão Público" (Public Entity);
- iv. select the option "RECURSO TESOIRO – CAUCAO E GARANTIAS DIVERSAS" (Treasury resource – Escrow and Other Bonds), in the field "Serviço ou Órgão Público" (Public Entity or Service);
- v. click and fill in reCAPTCHA and click "Continuar" (Continue);
- vi. on the following page, inform the payment date in the field

- “Data Pagamento” (Payment Date);
- vii. inform the value of the deposit in the field “Valor da Receita” (Amount of Revenue);
 - viii. in the “Informações Complementares” (Additional Information) field, write the following text: "GARANTIA DA PROPOSTA apresentada pela LICITANTE <<nome e CNPJ da LICITANTE>> conforme item 11.9 do Edital de Concorrência Internacional Nº 002/2025 (Lote 7 – Ouro Preto – Mariana (Via Liberdade)” (PROPOSAL GUARANTEE submitted by the BIDDER << name and CNPJ of the BIDDER >> according to sub-item 11.9 of the INVITATION TO BID nº 002/2025 (Lot 07- Ouro Preto - Mariana));
 - ix. click “Continuar” (Continue), issue the DAE and make the payment.

8.11.2. For the PROPOSAL GUARANTEE provided in the form of collateral in public debt securities, only Prefixed Treasury (National Treasury Bills – LTN), SELIC Treasury (Financial Treasury Bills – LFT), IGPM+ Treasury with Semiannual Interest (National Treasury Notes - Series C - NTN - C), Prefixed Treasury with Semiannual Interest (National Treasury Notes - Series F - NTN-F), IPCA+ Treasury (National Treasury Notes – Series B – Main NTN-B) or IPCA+ Treasury with Semiannual Interest (National Treasury Notes – Series B – NTN-B), which must be issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil, and valued at their economic value, as defined by the Ministry of Economy.

8.11.2.1. The presentation of the PROPOSAL GUARANTEE in the form of a guarantee in public debt securities will be confirmed by the BIDDING COMMISSION, with assistance from B3, digitally through the system, as detailed in ANNEX TO INVITATION 21 – B3 PROCEDURES MANUAL.

8.11.2.2. In the event of presentation of collateral in public debt securities, regulated by Law nº 10.179/2001, the document constituting the collateral must be dated and signed by the financial institution in

which the securities to be offered as collateral are deposited, and must include:

- a) the pecuniary value of said securities, clearly identified, which will be pledged in favor of the GRANTING AUTHORITY, as PROPOSAL GUARANTEE of the BIDDER related to this INVITATION TO BID;
- b) that the GRANTING AUTHORITY may execute the bond under the conditions set forth in this INVITATION TO BID.

8.11.3. For the provision of the PROPOSAL GUARANTEE, capitalization bonds will be accepted for a single payment, with redemption for the total amount, observing the rules established in ANNEX TO THE INVITATION TO BID 21 – B3 PROCEDURES MANUAL, observing the following requirements:

8.11.3.1. that the Capitalization Company is not under the regime of tax direction, intervention or extrajudicial liquidation;

8.11.3.2. that the Capitalization Company is duly incorporated and authorized to operate by SUSEP;

8.11.3.3. the title indicates the BIDDER as the holder, subject to the specific rules applicable to CONSORTIUMS and funds;

8.11.3.4. the title indicates the GRANTING AUTHORITY as assignee and indicates the total redemption amount in the minimum amount;

8.11.3.5. No clauses are added that release the BIDDER or the Capitalization Company from their responsibilities;

8.11.3.6. strictly follow the Resolution of the National Council of Private Insurance (CNSP) nº 384/2020 and SUSEP Circular No. 656/2022 and other current conditions stipulated by the regulators;

8.11.3.7. the securities are issued electronically with digital certification and their authenticity can be verified on the website of the Capitalization Company and/or SUSEP;

8.11.3.8. the electronically issued Accumulation Securities bear signatures of the legal representatives of the Accumulation Company capable of verifying their authenticity; and

8.11.3.9. the physically issued Accumulation Securities bear signatures of the legal representatives of the Accumulation Company with notarized signature.

8.11.4. The PROPOSAL GUARANTEE presented in the form of insurance guarantee must be issued by a national or foreign insurance company operating in Brazil, and the insurance policy must be in accordance with the provisions of SUSEP Circular Letter No. 662/2022 and the model provided for in ANNEX TO INVITATION TO BID 7 – MINIMUM TERMS AND CONDITIONS OF INSURANCE GUARANTEE.

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

8.11.4.2. The authenticity of completion bonds shall be verified as informed in the policy and/or by other suitable means that allow the verification of their authenticity.

8.11.5. The PROPOSAL GUARANTEE presented in the form of bank surety must meet the following requirements:

8.11.5.1. It must be sent by original bank letter, so copies of any kind will not be accepted;

8.11.5.2. Contain the signature of the legal representatives of the guarantor recognized, and electronic signatures are not accepted;

8.11.5.3. Be accompanied by proof of the powers of the signatories of the letter to provide surety in the name and under the responsibility of the guarantor institution;

- 8.11.5.4. Be signed by two (2) witnesses;
- 8.11.5.5. Have initials on the obverse and on other pages that do not contain signatures;
- 8.11.6. Be issued by financial institutions that meet the following conditions:
- 8.11.6.1. Be issued under the terms of ANNEX TO THE INVITATION TO BID 8 – BANK SURETY MODEL, by financial institutions that are classified between the first and second floors, that is, between "A" and "B", on the long-term *rating* scale of at least one of the risk rating agencies *Fitch Ratings, Moody's or Standard & Poor's*.
- 8.11.6.2. Are authorized to operate in Brazil, according to Brazilian law and the regulations of the financial sector;
- 8.11.6.3. Must be authorized by the Central Bank of Brazil to issue bank surety letters; and
- 8.11.6.4. Observe the prohibitions of the National Monetary Council regarding debt limits and risk diversification;
- 8.11.6.5. Financial institutions issuing bank sureties must have an EMVIA system to verify the authenticity of the instrument, in accordance with the guidelines in ANNEX TO INVITATION TO BID 21 – B3 PROCEDURES MANUAL.
- 8.11.6.6. It will not be necessary to send the documents proving the powers of representation of the signatories of the bank sureties and guarantee insurance, when the institutions mentioned above have an up-to-date registration as a guarantee issuer with B3, or, in the case of a guarantee insurance issuer, the signatory's powers can be confirmed on the SUSEP website by issuing the administrators' certificate, in accordance with the guidelines in APPENDIX TO INVITATION TO BID 21 - B3 PROCEDURES MANUAL.
- 8.11.6.7. Banking institutions issuing bank sureties must have an EMVIA system so that B3 can verify the authenticity of the instrument.

8.12. The PROPOSAL GUARANTEE envelope must also contain the representation documents referred to in Item 9 of this INVITATION TO BID.

8.13. BIDDERS who fail to submit the PROPOSAL GUARANTEE under the conditions set out in this INVITATION TO BID may be disqualified and will be prevented from participating in the COMPETITION, and their other documents will be returned.

8.14. The PROPOSAL GUARANTEE shall be returned:

8.14.1. to the SUCCESSFUL BIDDER, within 10 (ten) days from the date of signature of the CONTRACT and presentation of the CONTRACT PERFORMANCE BOND;

8.14.2. to the other BIDDERS, within 10 (ten) business days, counted from the date of publication of the extract of the CONTRACT signed in the PNCP or from the date on which the COMPETITION is declared unsuccessful, pursuant to art. 58, §2º, of Law nº 14.133/2021;

8.14.3. in case of revocation, suspension or annulment of the COMPETITION, within 10 (ten) days from the publication of the respective administrative or judicial decision.

8.15. The PROPOSAL GUARANTEE may be executed in its entirety to cover the payment of the applicable fine under the terms of the current legislation and this INVITATION TO BID, in the following cases:

8.15.1. The BIDDER fails to maintain the PROPOSAL GUARANTEE according to the conditions defined in this INVITATION TO BID;

8.15.2. The BIDDER requests the withdrawal of its ECONOMIC PROPOSAL during the period of its validity, except in the event of a supervening fact duly justified and accepted by the BIDDING COMMISSION;

8.15.3. The SUCCESSFUL BIDDER fails to comply with the conditions or to present the documents required for the execution of the CONTRACT, within the terms provided for in this INVITATION TO BID;

8.15.4. The SUCCESSFUL BIDDER refuses to sign the CONTRACT within the period provided for in this INVITATION TO BID;

8.15.5. The BIDDER performs act(s) in order to frustrate the objectives of the COMPETITION.

8.15.6. the BIDDER presents a document or information that is known to be false, or omits information that is relevant for the purposes of this COMPETITION, such as those related to the conditions for qualification, the conditions for participation in the COMPETITION, and the presentation of the ECONOMIC PROPOSAL, under the terms set out in this INVITATION TO BID;

8.15.7. The BIDDER performs an act that gives rise to the declaration of unsuitability to contract with the PUBLIC ADMINISTRATION.

8.16. Any changes to the terms and conditions of the PROPOSAL GUARANTEE presented to the GRANTING AUTHORITY are prohibited, except with the express and prior consent of this entity at the time of its renewal or to restore its economic value and conditions of feasibility.

8.17. The PROPOSAL GUARANTEE, provided in any of the modalities provided for in this INVITATION TO BID, must be unconditional and must not contain any section excluding any liabilities incurred by the BIDDER and/or issuers, in relation to participation in this COMPETITION, other than those expressly provided for by law or in the current regulations.

9. BIDDERS' representatives

9.1. ACCREDITED REPRESENTATIVES

9.1.1. In the envelope of the PROPOSAL GUARANTEE, each BIDDER may appoint up to two (2) ACCREDITED REPRESENTATIVES, to act alone or jointly, subject to the provisions of sub-item 9.2.2.

9.1.2. Proof of the powers of representation must be made upon presentation of the following documents:

9.1.2.1. copy of the identity card or other official document with photo of the ACCREDITED REPRESENTATIVES;

9.1.2.2. power of attorney that proves specific powers to perform all acts related to this COMPETITION, such as formulating price offers, filing and/or withdrawing an appeal, according to the Power of Attorney

Model contained in the ANNEX TO THE INVITATION TO BID 9 – POWER OF ATTORNEY MODEL, accompanied by the document(s) that prove the powers of the respective grantor(s); and

9.1.2.3. memorandum of association, bylaws or articles of incorporation, accompanied by documentation proving the election of the BIDDER's legal representatives.

9.1.3. The volume of the PROPOSAL GUARANTEE must contain the following documents to prove the powers of representation of the ACCREDITED REPRESENTATIVES:

9.1.3.1. in the case of Brazilian companies, a power of attorney instrument that proves the powers to perform, on behalf of the BIDDER, all acts related to the COMPETITION, in accordance with ANNEX TO INVITATION TO BID 9 – MODEL OF POWER OF ATTORNEY, and accompanied by documents that prove the powers of the grantor(s) (according to the latest amendment filed with the business registry or competent notary's office);

9.1.3.2. in the case of a CONSORTIUM, the power of attorney for the appointment of the ACCREDITED REPRESENTATIVE(S) mentioned above must be granted by the leading company and will be accompanied by (i) powers of attorney granted by the CONSORTIUM members to the leading company, in accordance with ANNEX TO INVITATION TO BID 9 – MODEL OF POWER OF ATTORNEY, (ii) documents proving the powers of all grantors (according to the latest amendments filed in the corporate registries or competent notary offices); and (iii) Term of Commitment to Establish a Special Purpose Entity, signed by the CONSORTIUM members, in accordance with subitem 10.6 of this INVITATION TO BID; and

9.1.3.3. in the case of a foreign company, a power of attorney instrument granted to a legal representative resident and domiciled in Brazil, in accordance with the model in ANNEX TO INVITATION TO BID 10 – MODEL OF POWER OF ATTORNEY FOR FOREIGN BIDDER, accompanied by documents that prove the powers of the grantors (according to the latest amendment filed in the corporate

registry, competent notary's office or equivalent requirement of the country of origin) and with the signature(s) duly recognized as true by a notary or other entity in accordance with the legislation applicable to the documents, duly translated into Portuguese by a sworn public translator and registered in the Registry of Titles and Documents, and, also:

- (i) Be recognized by the Brazilian consular representation of the country of origin; or
- (ii) Be apostilled, in the case of foreign companies from Signatory States of the Convention on the Elimination of the Requirement for Legalization of Foreign Public Documents, promulgated in Brazil through Decree nº 8.660/2016.

9.1.4. At any time, the bidders may accredit representatives, subject to the quantitative limitation and the other documents indicated above, as well as replace or revoke previously performed accreditation.

9.1.5. The ACCREDITED REPRESENTATIVES will not be allowed to intervene or perform acts during the BIDDING, since such a representation will be exercised exclusively by the ACCREDITED PARTICIPANTS.

9.1.6. The ACCREDITED REPRESENTATIVES must sign all statements and documents referred to in this INVITATION TO BID.

9.1.7. Each ACCREDITED REPRESENTATIVE may only represent one BIDDER.

9.2. ACCREDITED PARTICIPANTS

9.2.1. The mediation agreement between the ACCREDITED PARTICIPANT and the BIDDER according to the model and guidelines of ANNEX TO THE INVITATION TO BID 21 – B3 PROCEDURES MANUAL, must have a copy presented together with the documents referred to in sub-item 9.1.2, accompanied by proof of the powers of the signatories of both parties, and it is dispensable to present the documents proving the powers of the ACCREDITED PARTICIPANT's representative, if they have powers registered/updated in the B3 system, observing ANNEX TO THE INVITATION TO BID 21 – B3 PROCEDURES MANUAL.

9.2.2. The ACCREDITED PARTICIPANTS must represent the BIDDERS at B3, when delivering all the documents required in the INVITATION TO BID, especially the PROPOSAL GUARANTEE envelopes, the ECONOMIC PROPOSAL and the QUALIFICATION DOCUMENTS, on the ENVELOPE SUBMISSION DATE and in the acts during the PUBLIC SESSION, including the intermediation of live bids, if any.

9.2.3. Each ACCREDITED PARTICIPANT may only represent one BIDDER and each BIDDER may only be represented and participate in the COMPETITION through a single ACCREDITED PARTICIPANT.

9.2.4. In the case of a CONSORTIUM, (i) a contract may be signed between all consortium members and the ACCREDITED PARTICIPANT; (ii) individual contracts between each consortium member and the ACCREDITED PARTICIPANT; or (iii) a contract between the leading company, on behalf of the CONSORTIUM, as long as it has the authority to do so.

10. QUALIFICATION DOCUMENTS

10.1. The BIDDER must present QUALIFICATION DOCUMENTS proving its legal qualification, tax, social and labor regularity as well as economic-financial and technical qualification, in accordance with the INVITATION TO BID.

10.2. In the case of a CONSORTIUM, each member must individually meet the requirements relating to legal qualification, tax, social and labor regularity and economic-financial qualification, as per the INVITATION TO BID.

10.3. The Technical Qualification requirements must be met, in the case of a CONSORTIUM, through any of the CONSORTIUM members, alone or through the sum of certificates, where applicable.

A. Legal Qualification

10.4. For the purpose of proving legal qualification, the following documents must be presented:

10.4.1. restated bylaws, articles of organization or articles of incorporation in force, as last amended filed with the Board of Trade, or at a competent registry office; if the last amendment to the articles of incorporation/articles of organization does not restate the provisions of the articles of

incorporation/articles of organization in force, the previous amendments containing such provisions must also be presented;

10.4.2. proof of election/appointment of the BIDDER'S directors in office, filed with the Board of Trade or competent registry office, and, in the case of joint stock companies, the respective publications in the press;

10.4.3. authorization decree, in the case of a foreign company or company operating in Brazil, and an act of registration or authorization to operate issued by the competent agency, when the activity so requires;

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

- i. proof of registration of the investment fund with the Securities and Exchange Commission, created by Law No. 6,385/1976;
- ii. bylaws with the last amendment filed with the competent agency;
- iii. regulations and amendments, if any, duly registered with the Registry of Deeds and Documents, or with the Brazilian Securities and Exchange Commission, pursuant to Circular Letter No. CVM/SIN 12/2019;
- iv. proof of registration of the director and, if any, of the investment fund manager, before the Brazilian Securities and Exchange Commission;
- v. proof of election of the director's representatives;
- vi. evidence that the investment fund is duly authorized by its shareholders to participate in the COMPETITION, through authorization arising from the fund's investment policy described in its regulations, and that its director can represent it in all acts and for all purposes of the COMPETITION, 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 bankruptcy, self-bankruptcy, judicial or extrajudicial recovery, judicial liquidation, insolvency, temporary

administration or intervention, through a certificate issued by the notary's office(s) of its headquarters, or extrajudicial liquidation, through proof obtained in consultation with the website of the Central Bank of Brazil - BACEN.

10.4.5. If the BIDDER is an open or closed supplementary pension entity, it must submit the minutes that elected the current management, the regulation in force, proof of express and specific authorization as to its constitution and operation, granted by the competent supervisory agency, and declaration/certificate that the plans and benefits managed by it are not under liquidation or intervention of the regulatory entity.

10.4.6. If the BIDDER is a financial institution, it must additionally present proof of express and specific authorization of its constitution and operation, granted by the sector's regulatory entity, as well as proof of approval of the election of its administrator.

10.5. BIDDERS who choose to present the Cadastral Registration Certificate – CRC, generated from the information contained in the General Supplier Registry of the State of Minas Gerais – CAGEF, will be exempt from presenting the documents provided for in subitems 10.4.1 and 10.4.2, provided that they are updated in their registration.

10.5.1. The provisions of sub-item 10.5 shall not apply to BIDDERS constituted in the form of an investment fund.

10.5.2. The other BIDDERS will be guaranteed the right of access to the data of the BIDDER that chooses to present a Certificate of Registration - CRC, at the time of the concession of views to be franchised at the opening of the appeal phase.

10.6. The CONSORTIUM companies must submit a Term of Commitment for the Formation of a Special Purpose Company, including at least the following information:

- i. the corporate name of the CONSORTIUM;
- ii. qualification of CONSORTIUM companies;
- iii. organization and objectives of the CONSORTIUM, namely, the participation of the CONSORTIUM companies in this COMPETITION and, in being a winner, constitute a Special Purpose Company – SPC,

according to Brazilian laws, in the form of a corporation, with headquarters and management in Brazil, in the State of Minas Gerais;

- 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, which will be responsible for its representation before the BIDDING COMMISSION and the GRANTING AUTHORITY;
- vi. commitment that the CONSORTIUM members will be individually and jointly liable for all the requirements of the INVITATION TO BID and for the acts carried out by the CONSORTIUM, within the scope of the COMPETITION until the signing of the CONTRACT;
- vii. term of the CONSORTIUM, which must be at least compatible with the duration of the COMPETITION and, if the CONSORTIUM is the winner, until the date of incorporation of the SPE;
- viii. power of attorney granting the leading company express, irrevocable and irrevocable powers to act as the sole legal representative of the CONSORTIUM before the BIDDING COMMISSION and the GRANTING AUTHORITY, with full powers to receive notifications, summons and citations regarding matters relating to the COMPETITION or the CONTRACT, as well as to agree to conditions, compromise, appeal and withdraw appeal, undertake to sign, on behalf of the CONSORTIUM, any papers and documents related to the object of the COMPETITION.

10.7. In the case of a CONSORTIUM, the statements required in the INVITATION TO BID may be signed by the leading company, on behalf of the CONSORTIUM, in accordance to the provisions of item 9.6, viii.

B. Tax, Social and Labor Regularity

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

- i. Proof of registration in the National Registry of Legal Entities of the Ministry of Economy (Cadastro Nacional de Pessoa Jurídica do Ministério da Fazenda - CNPJ);

- ii. Proof of registration in the State and Municipal Taxpayer Registry, if any, related to the domicile or headquarters of the BIDDER, pertinent to its branch of activity and compatible with the contractual object, or, in the event that the BIDDER is not registered, its own statement of this situation with an indication of the respective normative hypothesis of its support;
- iii. Debt Clearance Certificate, or Certificate of Suspended Debt/Tax Liability, of debts related to Federal Tax Credits and the Overdue Federal Tax Liability, upon submission of a joint certificate issued by the Federal Revenue of Brazil (RFB) and the Office of the General Counsel for the Federal Treasury (PGFN);
- iv. For BIDDERS not headquartered in the State of Minas Gerais, certificate of regularity of tax debt registered and not registered in active debt before the State Treasury, of the BIDDER's domicile or headquarters, or, in the event that the BIDDER is not registered, its own statement of this situation, indicating the respective normative hypothesis of its support;
- v. Certificate of regularity of tax debt registered and not registered in active debt before the State Treasury of Minas Gerais, or, in the event that the BIDDER is not registered, its own statement of this situation, indicating the respective normative hypothesis of its support;
- vi. Certificate of regularity of movable and real estate tax debt before the Municipal Treasury, related to the domicile or headquarters of the BIDDER, pertinent to its branch of activity and compatible with the contractual object, or, in case the BIDDER is not registered, its own statement of this situation, indicating the respective normative hypothesis of its support;
- vii. Certificate of regularity before the Social Security and the Guarantee Fund for Time of Service (FGTS), which demonstrates compliance with the social charges established by law, except in the case of a BIDDER constituted in the form of an Equity Investment Fund; and
- viii. Proof that there are no unpaid debts before the Labor Courts, by submitting a Negative or Positive Certificate with Negative Labor Debt Effects - CNDT, under the terms of Title VII-A of the Consolidation of

Labor Laws.

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

10.10. In the event that there is no expiration date in the certificates presented, only those issued up to 90 (ninety) days before the date of its submission will be accepted unless another term has been specified in this INVITATION TO BID.

10.11. If any certificate presented in accordance with sub-item 10.8 of this INVITATION TO BID is positive, or if it does not state the current status of the debt(s), proof of discharge and/or certificates showing the current status of the judicial actions and/or administrative procedures listed must be presented, dated no earlier than 90 (ninety) days prior to the date of submission.

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

10.13. The BIDDERS that choose to present the Certificate of Registration - CRC, generated from the information contained in the General Register of Suppliers of the State of Minas Gerais - CAGEF, will be exempted from presenting the documents provided for in sub-item 10.8 as long as they are updated in their registration.

10.13.1. The provisions of sub-item 10.13 shall not apply to Bidders constituted in the form of an investment fund.

10.13.2. The other BIDDERS will be guaranteed the right of access to the data of the BIDDER that chooses to present a Certificate of Registration - CRC, at the time of the concession of views to be franchised at the opening of the appeal phase.

C. Economic and Financial Qualification

10.14. The documents listed below must be submitted by the individual BIDDER or, in the case of a CONSORTIUM, by each participating company:

- i. Negative certificate of bankruptcy, self-bankruptcy and judicial or extrajudicial recovery, issued by the judicial distributor (civil courts) of the municipality where the company is headquartered, dated no more than 90 (ninety) days prior to the date of submission. In the case of a non-business company or other form of legal entity, a negative certificate issued by the judicial distributor of the civil courts in general of the municipality where the entity is headquartered, relating to civil insolvency

or patrimonial execution, if any, dated no more than 90 (ninety) days prior to the date of submission.

- ii. Balance sheets, profit and loss accounts and other accounting statements for the last two (2) financial years, already due and presented in accordance with the law, duly approved by the general meeting or shareholders, as the case may be, and provisional balance sheets or trial balances may not be presented. The following will be considered to be due in accordance with the law:
 - a. limited liability companies must present only the balance sheets approved by the shareholders' meeting and audited by an independent auditor;
 - b. closed corporations must present the balance sheets approved, published and audited by an independent auditor; and
 - c. publicly held corporations must present the balance sheets approved, published and audited by an independent auditor.

10.15. For foreign companies, balance sheets and accounting statements for the last financial year, already due and presented in accordance with the law of the country of origin, or opening balance sheets, for BIDDERS that have started their activities in the current year, which may not be replaced by trial balances or provisional balance sheets, in any case accompanied by an analysis by independent auditors. Companies must submit their financial statements (balance sheet and profit and loss account) certified by an accountant registered with the competent professional body, if auditing is not mandatory under the laws of their country of origin.

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

10.17. The BIDDERS that choose to present the Certificate of Registration - CRC, generated from the information contained in the General Register of Suppliers of the State of Minas Gerais - CAGEF, will be exempted from presenting the documents provided for in sub-item **Erro! Fonte de referência não encontrada.** as long as they are updated in their registration.

10.17.1. The provisions of sub-item 10.17 shall not apply to Bidders constituted in the form of an investment fund.

10.17.2. The other BIDDERS will be guaranteed the right of access to the data of the BIDDER that chooses to present a Certificate of Registration - CRC, at the time of the concession of views to be franchised at the opening of the appeal phase.

D. Technical Qualification

10.18. The individual BIDDER or the CONSORTIUM must prove prior experience in the administration, management and operation of the highway under the concession regime, for at least 12 (twelve) consecutive months, with an Average Annual Daily Traffic Volume - AADT (VDMA) greater than 5,093 (five thousand and ninety-three) vehicles per toll plaza or ELECTRONIC TOLL plaza.

10.19. Proof of previous experience may be made by submitting a certificate(s) of technical responsibility of the qualified professional(s) indicated by the BIDDER or by certificate (s) and/or certificate(s) of suitability, these on behalf of the BIDDER, or, in the case of a CONSORTIUM, of one or more consortium members.

10.19.1. Proof of previous experience in one of the ways mentioned above meets the technical qualification requirements of the INVITATION TO BID.

10.19.2. Certificates issued in favor of a consortium of which the individual BIDDER or consortium members have been part will be accepted.

10.19.2.1. If the certificate or the consortium constitution agreement does not identify the activity performed by each individual consortium member, the technical qualification evaluation criteria listed in §§10 and 11 of art. 15 of Law nº 14.133/2021.

10.19.3. For the purposes of subitem 10.18, certificates issued in the name of a CONTROLLED, CONTROLLING, AFFILIATED company or under common CONTROL of the BIDDER or of one or more consortium members, in the case of a CONSORTIUM, or in the name of a foreign parent company of a Brazilian branch, shall also be accepted, provided that the situation (of a CONTROLLED, CONTROLLING, AFFILIATED company and/or companies under common CONTROL, directly or indirectly, and of a foreign parent

company of a Brazilian branch) is duly proven and has been in effect since a date prior to the publication of the INVITATION TO BID.

10.19.3.1. The relationship between the BIDDER and the company holding the documents proving the experience referred to in sub-item 10.19.2 above, 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 that holds the aforementioned supporting documents; and (ii) corporate documents, under the terms of the applicable legislation, that support the corporate relationships indicated in that organization chart, such as articles of incorporation, bylaws, share registration books (including book-entry shares) and quota holders' or SHAREHOLDERS' agreements.

10.19.3.2 In the event of sub-item 10.19.2 above, the BIDDER must prove that the company holding the certificate does not incur in any of the restrictions on participation in the COMPETITION provided for in Item 6 of this INVITATION TO BID, and must carry out the consultations in the registers indicated, and present the negative certificate referred to in sub-item 10.14, C.i, as well as the documents provided for in sub-item 10, B, relating to tax, social and labor regularity;

10.19.3.3 In the case of investment funds, certificates issued in their respective names, or in the name of companies controlled by the investment fund, under the same manager as the BIDDER, will be accepted, provided that the manager has acted in this capacity during the period of verification of the experience to be proven.

10.20. In the case of corporate changes and consolidation, merger or spin-offs of companies, the certificates will only be considered if accompanied by documentary and unequivocal proof of the definitive transfer of technical assets, unless the case also falls under the hypothesis of sub-item 10.19.2, when it should then observe the requirements set out in that sub-item.

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

10.21. There is no limitation on the number of certificates to prove the quantities indicated in sub-item 10.19.

10.22. The certificates or certifications of competence shall contain, but not be limited to, the following information, or must be accompanied by it:

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

10.23. The certificates may refer to contracts in progress, provided that the quantities and technical characteristics of the object already carried out are compatible with the OBJECT of the COMPETITION, and meet the requirements of sub-item 10.18.

10.24. If the recommended content provided for in sub-item 10.22 is not included in the respective certificate(s), the missing information, if necessary in the judgment of the BIDDING COMMISSION, may be proven by means of other documents, including, if applicable, a declaration by the BIDDER itself, and the BIDDING COMMISSION, if it deems it pertinent and necessary for the analysis of the technical qualification, may carry out due diligence to ensure the correctness of the information.

10.25. The documents and certificates must be issued by public or private entities contracting the attested object, with identification of their legal representative and information for eventual contact by the BIDDING COMMISSION, and duly registered by the councils that regulate the exercise of the respective professions.

10.26. Certificates of technical responsibility, when presented on behalf of a professional, will only be accepted if the QUALIFIED PROFESSIONAL has a link with the BIDDER at the end of the ENVELOPE SUBMISSION DATE.

10.26.1. The QUALIFIED PROFESSIONAL(S) appointed by the BIDDER may be from a CONTROLLED company, PARENT company, AFFILIATE, of the same ECONOMIC GROUP or under the common CONTROL of the BIDDER.

10.27. Proof of the bond may also be given through articles of incorporation, election as administrator, registration in the professional card, employee file, employment contract or technical assistance contract.

10.27.1. To prove the link through the investiture in an administrative position, the BIDDER must present proof of election of the administrators in office duly filed with the business registry or competent notary's office.

10.28. Proof of the link may also be provided by means of a letter or contract of intent signed between the BIDDER and the QUALIFIED PROFESSIONAL, indicating that, in case the BIDDER is the winner, the professional will assume the obligation to participate in the CONCESSION through one of the forms of link indicated in sub-item 10.27.

10.29. A QUALIFIED PROFESSIONAL is not prohibited from having a relationship with more than one BIDDER.

10.30. The professional holding the certificate of technical qualification presented by the BIDDER may be replaced throughout the CONCESSION TERM, subject to the discipline provided for in the CONTRACT.

10.31. In the event of sub-item 0, the BIDDER must prove that the company holding the certificate does not incur any of the restrictions on participation in the COMPETITION provided for in sub-item 6.2 of the INVITATION TO BID, and must, therefore, submit the following documents, applying to foreign documents the provisions of sub-item 6.5 as to its form of presentation:

- i. Declaration that no penalties for temporary suspension of participation in bidding and impediment to contract and the declaration of ineligibility to bid and contract were applied by any Entity or Entity of the Federal, State, District and Municipal Administration whose effects are still in

force, in the form of ANNEX TO INVITATION TO BID 19 – MODEL OF DECLARATION OF NO PENALTY of this INVITATION TO BID.

- ii. The Clearance Certificate referred to in sub-item **Erro! Fonte de referência não encontrada.**, C.i, and
- iii. The documents mentioned in the sub-item 10.8 of the INVITATION TO BID.

10.32. In the case of corporate changes and mergers, incorporations or spin-offs of companies, the certificates will only be considered if accompanied by documentary and unequivocal proof of the definitive transfer of technical assets, except if the case also falls within the hypothesis of subitem 10.19.2 of this INVITATION TO BID, in which case they must observe the requirements set forth in that sub-item.

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

10.33. The veracity of the information contained in the certificates may 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 INVITATION TO BID.

E. Representations

10.34. The following documents must be submitted by the BIDDER ranked first, signed by the respective legal representative, with the other QUALIFICATION DOCUMENTS, subject to the rules of the INVITATION TO BID:

- i. Declaration, by the BIDDER, of exemption from technical visit, according to the model contained in the ANNEX TO THE INVITATION TO BID 5 – MODEL OF DECLARATION OF EXEMPTION FROM TECHNICAL VISIT, in case the BIDDER chooses not to inspect the places where the services object of the CONCESSION will be performed, subject to the terms of the INVITATION TO BID, or in case the BIDDER makes a technical visit to the places where the services object of the CONCESSION will be performed, the copy, duly signed by the representative of the BIDDER and by the person responsible for monitoring the technical visit indicated by the GRANTING AUTHORITY, of the technical visit attestation document, according to the model

contained in the ANNEX TO THE INVITATION TO BID 4 – TECHNICAL VISIT REQUEST MODEL, subject to the rules of sub-item 4.1.1 of the INVITATION TO BID;

- ii. Declaration of commitment of the BIDDER to comply with the provisions of art. 7º, item XXXIII, of the Federal Constitution, according to the model contained IN THE ANNEX TO the INVITATION TO BID 11 - MODEL OF DECLARATION OF REGULARITY TO ARTICLE 7º, XXXIII, OF THE FEDERAL CONSTITUTION;
- iii. Declaration that the BIDDER is not in bankruptcy, self-bankruptcy, judicial or extrajudicial recovery, judicial or extrajudicial liquidation, insolvency, temporary special administration, intervention, unless the acceptance of the judicial recovery plan or the approval of the extrajudicial recovery plan is proven, according to the model in the ANNEX TO THE INVITATION TO BID 12 - MODEL OF DECLARATION OF NO BANKRUPTCY PROCESS, INSOLVENCY REGIME OR JUDICIAL/ EXTRAJUDICIAL RECOVERY;
- iv. Declaration as to the absence of an impediment to participating in the COMPETITION and contracting with the State of Minas Gerais, according to the model in ANNEX TO THE INVITATION TO BID 13 - MODEL OF LETTER OF DECLARATION OF ABSENCE OF IMPEDIMENT TO PARTICIPATE IN THE COMPETITION of the INVITATION TO BID;
- v. Declaration of financial capacity contained in ANNEX 14 – MODEL OF LETTER OF DECLARATION OF FINANCIAL CAPACITY of the INVITATION TO BID. The BIDDER shall declare that it has the capacity to obtain sufficient financial resources to fulfill the obligations to contribute its own resources and obtain third-party resources necessary to achieve the subject of the CONTRACT.
- vi. Declaration that no penalties were applied for impediment to bidding and contracting with the Public Administration of the State of Minas Gerais, nor for declaration of ineligibility to bid and contract by any Entity or Entity of the PUBLIC ADMINISTRATION whose effects are still in force, in the form of ANNEX TO THE INVITATION TO BID 19 – MODEL OF

DECLARATION OF NO PENALTY;

- vii. Declaration that it complies with the requirements for reserving positions for people with disabilities and for the rehabilitated of Social Security, provided for by law and other specific rules, pursuant to art. 63, item IV, of Law nº 14.133/2021, according ANNEX TO THE INVITATION TO BID 18 – MODEL OF POSITION RESERVE STATEMENT FOR PEOPLE WITH DISABILITIES and FOR SOCIAL SECURITY REHABILITATED;

10.35. In the case of a foreign BIDDER, in addition to the documents mentioned in Item 10.34 above, the foreign BIDDER must submit a declaration of submission to the legislation of the Federative Republic of Brazil and waive any diplomatic complaint, according to the model in ANNEX TO THE INVITATION TO BID 15 – MODEL OF FORMAL DECLARATION OF SUBMISSION TO BRAZILIAN LEGISLATION and WAIVER OF DIPLOMATIC COMPLAINT.

11. ECONOMIC PROPOSAL

11.1. The volume of the ECONOMIC PROPOSAL must contain the following documents:

11.1.1. Letter of Presentation of the ECONOMIC PROPOSAL, duly signed, according to the model contained in ANNEX TO THE INVITATION TO BID 1 – MODEL OF LETTER OF PRESENTATION OF THE ECONOMIC PROPOSAL;

11.1.2. Declaration of independent preparation of ECONOMIC PROPOSAL, according to the model in ANNEX TO THE INVITATION TO BID 3 – MODEL OF INDEPENDENT PREPARATION OF THE ECONOMIC PROPOSAL, duly signed by the ACCREDITED REPRESENTATIVE.

11.2. The Written Economic Proposal should consider the following assumptions:

11.2.1. this ECONOMIC PROPOSAL is binding, irrevocable, irreversible and unconditional;

11.2.2. which may not be included in the ECONOMIC PROPOSAL amendments, erasures, conditions, between the lines, observations or footnotes;

11.2.3. that the ECONOMIC PROPOSAL must cover the entire object of the CONCESSION;

11.2.4. that the ECONOMIC PROPOSAL comprises the entirety of the costs necessary to comply 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 delivery of the proposals, in accordance with §1 of art. 15 of Law nº 14.133/2021.

11.2.5. that PRE-AUTHORIZED INVESTMENTS should not be considered for the purpose of pricing the ECONOMIC PROPOSAL;

11.2.6. all investments, taxes, costs and expenses necessary for the operation of the CONCESSION, as provided for in the INVITATION TO BID and the CONTRACT;

11.2.7. the risks to be assumed by the CONCESSIONAIRE by virtue of the CONCESSION, described in the INVITATION TO BID and the CONTRACT, as well as in the applicable legislation and regulations;

11.2.8. the revenues arising from the receipt of the TOLL FEE;

11.2.9. the schedule and milestones for disbursement of the installments of the PUBLIC CONTRIBUTION, under the terms of the CONTRACT.

11.2.10. the CONCESSION PERIOD, which shall be 30 (thirty) years;

11.2.11. V. All planned investments are fully depreciated and amortized during the CONCESSION PERIOD.

11.2.12. that the BIDDER considered its own calculations and studies for the preparation of the ECONOMIC PROPOSAL;

11.2.13. the payment commitments that condition the execution of the CONTRACT, in particular those due to B3 and BDMG;

11.2.14. the incidence, at the BIDDER's own risk, of any tax benefits already in place at the time of submitting the bids, such as the Special Incentive Regime for the Development of Infrastructure - REIDI, governed by Law nº 11.488/2007, in which case the consideration of REIDI must be

expressed in its bid, and any failure to obtain the benefit will not result in the economic and financial rebalancing of the CONTRACT;

11.2.15. the amount foreseen for the EXPROPRIATION AMOUNT.

11.3. In its ECONOMIC PROPOSAL, the BIDDER shall propose the value of the PUBLIC CONTRIBUTION to be disbursed by the GRANTING AUTHORITY, in the contribution modality, for the execution of works and acquisition of reversible assets, pursuant to art. 6, caput and §2, of Law nº 11.079/2004, and the GRANT AMOUNT, as provided for in this INVITATION TO BID.

11.4. The ECONOMIC PROPOSAL must be valid for 180 (one hundred and eighty) days, counted from the ENVELOPE SUBMISSION DATE, and, during this period, all its conditions must be maintained.

11.5. The ECONOMIC PROPOSAL must have its validity period extended for the same period, at least 15 (fifteen) days before its expiration, if it expires before the date of signature of the CONTRACT, under penalty of disqualification in this COMPETITION, if so requested by the BIDDING COMMISSION and expressed interest of the BIDDER in remaining in the COMPETITION.

11.6. The ECONOMIC PROPOSAL must contain the value of the PUBLIC CONTRIBUTION, whose minimum limit is R\$0.00 (zero reais) and the maximum limit is BRL 1.830.000.000,00 (one billion, eight hundred and thirty million reais), referenced to the BASE DATE.

11.6.1. An ECONOMIC PROPOSAL that offers value of the PUBLIC CONTRIBUTION higher than the maximum limit indicated in sub-item 11.6 or lower than BRL 0.00 (zero reais) will be disqualified.

11.7. If the value of the PUBLIC CONTRIBUTION offered is less than BRL 1.431.951.169,60 (one billion, four hundred and thirty-one million, nine hundred and fifty-one thousand, one hundred and sixty-nine reais and sixty cents), the respective BIDDER will register, in the Ratification of the Final Economic Proposal (according to ANNEX TO THE INVITATION TO BID 20 - MODEL OF RATIFICATION OF THE FINAL ECONOMIC PROPOSAL), its obligation to deposit, as LINKED FUNDS, in the CONCESSION ACCOUNT, at the time of the constitution of this account, an amount corresponding to the difference between the amount indicated in this item and the VALUE OF the PUBLIC CONTRIBUTION offered by the BIDDER.

11.8. Considering the use of the LINKED RESOURCES as a contingency reserve of the CONCESSION, which must have liquidity for its immediate destination under the terms of the CONTRACT, the possibility of using court-ordered securities for its payment is prohibited.

11.9. The COMPETITION will be judged by the BIDDING COMMISSION, and it is up to it to conduct the work necessary to carry out the COMPETITION.

11.9.1. The BIDDING COMMISSION may request assistance from B3, as well as from other members of the GRANTING AUTHORITY, for the performance of its activities.

11.10. In addition to the prerogatives that implicitly arise from its legal function, the BIDDING COMMISSION may, at its discretion:

11.10.1. request from the BIDDERS, at any time, any clarification on the documents submitted by them;

11.10.2. adopt measures to remedy formal failures and complement shortcomings in the course of the COMPETITION;

11.10.3. promote due diligence aimed at clarifying or complementing the COMPETITION's instructions, including for the correction of material errors, prohibiting the subsequent inclusion of documents or information that should originally be included in the documents presented by the BIDDER;

11.10.4. extend the deadlines referred to in the INVITATION TO BID; and

11.10.5. in the event of a change in the INVITATION TO BID that unequivocally affects the preparation of the ECONOMIC PROPOSAL, extend or reopen the initially established deadlines.

11.11. Any change in the INVITATION TO BID will be communicated on the WEBSITE.

11.12. The unjustified refusal to provide clarifications and documents and to comply with the requirements requested by the BIDDING COMMISSION, within the deadlines determined by it and in accordance with the terms of this INVITATION TO BID, may result in the disqualification or disqualification of the BIDDER.

12. Envelope receipt and Public Session

12.1. The receipt of envelopes and the PUBLIC SESSION of the COMPETITION will follow the order of events and the schedule indicated in the table below:

Event	Description of the Event	Dates
1	Publication of the Portuguese version of the INVITATION TO BID	28/03/2025
2	Publication of the English version of the INVITATION TO BID	20/04/2025
3	Deadline for submitting requests for clarification to the INVITATION TO BID.	From 28/03/2025 until 11:59 p.m. on 07/05/2025
4	Deadline for disclosure of the BIDDING COMMISSION 's responses to requests for clarification to the INVITATION TO BID.	16/05/2025
5	Updating the value of the PROPOSAL GUARANTEE	16/05/2025
6	Final term for expression of interest in carrying out a technical visit	25/06/2025
7	Final term for challenge the INVITATION TO BID	02/07/2025
8	Decision of the BIDDING COMMISSION on objections presented to the INVITATION TO BID	04/07/2025
9	Deadline for technical visit	04/07/2025
10	Receipt, by B3, of all copies of envelopes relating to: (i) PROPOSAL GUARANTEE; and (ii) ECONOMIC PROPOSAL	07/07/2025 From 10 a.m. to 12 p.m.



11	Publication on the WEBSITE of the decision of the BIDDING COMMISSION on the acceptance of the PROPOSAL GUARANTEES	09/07/2025
12	PUBLIC SESSION, to be held at B3, to open the ECONOMIC PROPOSALS of BIDDERS whose PROPOSAL GUARANTEES are accepted	PUBLIC SESSION From 2 p.m. on 10/07/2025
13	Presentation and opening of the QUALIFICATION DOCUMENTS of the BIDDER ranked first	At the end of the PUBLIC SESSION to open the ECONOMIC PROPOSALS
14	Publication of the Minutes of the PUBLIC SESSION held at B3 on the WEBSITE	11/07/2025
15	Publication of the Minutes of Judgment of the COMPETITION in the DOEMG and disclosure on the WEBSITE, running from this date the deadline for expressing the intention to appeal, reviewing and filing any administrative appeals about the decision of the BIDDING COMMISSION	21/07/2025
16	Finalization of the deadline for filing an administrative appeal	24/07/2025
17	If administrative appeal(s) are filed, opening of term to other BIDDERS, for counterarguments to the appeal(s) filed	From 25/07/2025 until 29/07/2025
18	Publication of the decision of the BIDDING COMMISSION on any administrative appeal(s) filed, with the publication of the COMPETITION	01/08/2025

	result in the DOEMG and disclosure on the WEBSITE	
19	Award of the OBJECT of the CONCESSION to the SUCCESSFUL BIDDER, approval of the COMPETITION and call of the SUCCESSFUL BIDDER to comply with the conditions prior to the signing of the CONTRACT through publication in the DOEMG and disclosure on the WEBSITE	At the DISCRETION of the GRANTING AUTHORITY
20	Proof of compliance, by the SUCCESSFUL BIDDER, with the conditions prior to the signing of the CONCESSION CONTRACT.	Within 60 (sixty) days from the date of publication of the award and approval act, extension permitted by the GRANTING AUTHORITY
21	Summons to sign the CONTRACT.	At the discretion of the GRANTING AUTHORITY
22	Signature of the CONTRACT.	Within 15 (fifteen) days from the call for signature of the CONTRACT, extendable for an equal period.

12.2. The envelopes mentioned in the sub-item 7.1 of this INVITATION TO BID must be delivered, in person, on the ENVELOPE SUBMISSION DATE, at B3, by representatives of the ACCREDITED PARTICIPANTS, provided with the documents proving their powers of representation, subject to the requirements set forth in this INVITATION TO BID and in ANNEX TO THE INVITATION TO BID 21 – B3 PROCEDURES MANUAL.

12.3. The COMPETITION will begin on the ENVELOPE SUBMISSION DATE, the date designated in the schedule for receipt of the envelopes of PROPOSAL GUARANTEE and ECONOMIC PROPOSAL.

12.4. After the deadline designated in the schedule for receiving the envelopes, the BIDDING COMMISSION, with the advice of B3, will hold an internal and restricted session for the opening and analysis of the envelopes containing the PROPOSAL GUARANTEE of all BIDDERS, when the compliance with the requirements that must be included in the PROPOSAL GUARANTEE envelope will be verified.

12.5. The BIDDING COMMISSION will analyze the regularity and effectiveness of the PROPOSAL GUARANTEES and other representation documents submitted by the BIDDERS, with the support of B3, as well as other members of the GRANTING AUTHORITY, and will decide on the suitability of the BIDDERS.

12.6. Within the period provided for in sub-item 12.1, the BIDDING COMMISSION shall disclose the decision on any non-accepted PROPOSAL GUARANTEES and/or insufficient representation documents, accompanied by the respective motivation, by publication on the WEBSITE, as provided for in the event of the table above.

12.6.1. If it is found that the PROPOSAL GUARANTEE does not meet the requirements of this INVITATION TO BID, the BIDDER will be disqualified and its ECONOMIC PROPOSAL will be discarded by the BIDDING COMMISSION.

12.6.2. In the event of the hypothesis provided for in subitem 12.6.1, the disclosure of the discarded ECONOMIC PROPOSALS will be carried out in the same manner and within the same timeframe as the disclosure of the PROPOSAL GUARANTEES that were not accepted, without prejudice to the application of the penalties provided for in this INVITATION TO BID.

12.7. After the disclosure of the result of the analysis of the envelopes of the PROPOSAL GUARANTEE, the PUBLIC SESSION of the COMPETITION will be held.

12.8. In the PUBLIC SESSION, the envelopes containing the ECONOMIC PROPOSAL of all BIDDERS who complied with the requirements of the PROPOSAL GUARANTEE provided for in the INVITATION TO BID will be opened and analyzed, as provided for in event 12 of the table contained in sub-item 12.1.

12.9. The classified BIDDERS will be those whose ECONOMIC PROPOSALS meet all the requirements established in the applicable legislation and in the INVITATION TO BID, especially the determinations contained in Items 11.6 and 11.7.

12.9.1. The BIDDING COMMISSION will disqualify the BIDDER whose ECONOMIC PROPOSAL does not meet all the requirements established in the applicable legislation and in the INVITATION TO BID, and also the one whose offer is subject to a condition or term not provided for in the INVITATION TO BID or that allows the identification of the BIDDER.

12.10. Under the terms of sub-items 11.6 and 11.6.1, the ECONOMIC PROPOSALS must contain the value of the PUBLIC CONTRIBUTION, whose minimum limit is BRL 0.00 and the maximum is BRL 1.830.000.000,00 (one billion, eight hundred and thirty million reais), referenced to the BASE DATE, and the GRANT AMOUNT, whose minimum limit value is BRL 0.00.

12.10.1. If the VALUE OF the PUBLIC CONTRIBUTION offered is less than BRL 1.431.951.169,60 (one billion, four hundred and thirty-one million, nine hundred and fifty-one thousand, one hundred and sixty-nine reais and sixty cents), the respective BIDDER will register the Final ECONOMIC PROPOSAL, according to ANNEX TO THE INVITATION TO BID 20 - MODEL OF RATIFICATION OF THE FINAL ECONOMIC PROPOSAL, its obligation to deposit, as LINKED FUNDS, in the CONCESSION ACCOUNT, at the time of the constitution of this account, an amount corresponding to the difference between the amount indicated in this item and the value of the PUBLIC CONTRIBUTION offered by the BIDDER.

12.10.2. The presentation of the value of the PUBLIC CONTRIBUTION in the minimum limit provided for in sub-item 12.10 does not exempt the BIDDER from the obligation to deposit the LINKED RESOURCES in the form of sub-clause 12.10.1.

12.10.3. If the BIDDER does not present, in the ECONOMIC PROPOSAL, the value of the PUBLIC CONTRIBUTION with the minimum limit provided for in sub-item 12.10, the BIDDER must offer the GRANT AMOUNT in an amount equal to BRL 0.00.

12.10.4. If the BIDDER submits in the written ECONOMIC PROPOSAL the PUBLIC CONTRIBUTION amount with the minimum limit provided for in sub-

item 12.10, the BIDDER must offer the GRANT AMOUNT in an amount equal to or greater than BRL 0.00.

12.11. Once the PUBLIC SESSION has begun, the ECONOMIC PROPOSALS will be opened, observing first the PUBLIC CONTRIBUTION offered, considering the minimum amount referred to in sub-item 12.10.

12.11.1. Subsequently, the preliminary classification of the BIDDERS will be carried out according to their respective offers of value of the PUBLIC CONTRIBUTION, in ascending order.

12.11.2. If only one (1) BIDDER presents value of the PUBLIC CONTRIBUTION at the minimum limit, it will be declared ranked first, also considering the respective GRANT AMOUNT contained in the ECONOMIC PROPOSAL.

12.11.3. If no BIDDER presents value of the PUBLIC CONTRIBUTION in the minimum limit, the difference between the values offered will be verified, being qualified for the bidding stage the BIDDER classified preliminarily in the first place and the BIDDERS who have offered value of the PUBLIC CONTRIBUTION up to 20% (twenty percent) higher in relative terms, or with a nominal difference of up to 5% (five percent) in relation to the lowest value presented, which results in greater coverage.

12.11.4. If there are qualified BIDDERS for the bidding stage, the COMPETITION will continue under the terms of sub-item 12.13.

12.11.5. If there are no BIDDERS that meet the qualification criteria for the bidding stage indicated in sub-item 12.11.2, the COMPETITION will be closed, and the BIDDER that has offered the lowest value of the PUBLIC CONTRIBUTION will be ranked first, also considering the respective GRANT AMOUNT contained in the ECONOMIC PROPOSAL.

12.12. In the event that more than one (1) BIDDER offers the value of the PUBLIC CONTRIBUTION at the minimum limit, the BIDDING COMMISSION will consider them qualified to verify their respective GRANT AMOUNT proposals, pursuant to sub-item 12.12.1.

12.12.1. In the event of sub-item 12.12, the preliminary classification of the BIDDERS will be carried out according to their respective GRANT AMOUNT proposals, in descending order.

12.12.2. The BIDDER preliminarily ranked in the first place will be qualified for the bidding stage, observing the procedure provided for in sub-item 12.12.1, and the BIDDERS who have indicated a GRANT AMOUNT up to 20% (twenty percent) lower in relative terms, or with a nominal difference of up to 5% (five percent) in relation to the highest value presented, which results in greater coverage.

12.12.3. If there are no more qualified BIDDERS for the Bidding Stage, in the event of sub-item 12.12.2, the BIDDER classified preliminarily in the first place will have its classification ratified.

12.13. In the case described in sub-item 12.11.2 e 12.12.2, the bidding stage will begin, according to the following rules:

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

12.13.2. Each bid offered must exceed i) the bid initially offered by the BIDDER itself and ii) the bids offered by the other qualified BIDDERS, and the minimum interval determined by the SESSION DIRECTOR must be respected;

12.13.3. Once the minimum limit on the value of the PUBLIC CONTRIBUTION is reached in the written ECONOMIC PROPOSAL or in the bidding stage, the BIDDERS will bid only on the GRANT AMOUNT, obeying the provisions of sub-items 12.11.2 and 12.12.2;

12.13.3.1. In the event that the value of the PUBLIC CONTRIBUTION reaches the minimum amount indicated in sub-item 12.10, the other BIDDERS will be allowed to equalize the bid, that is, offering a value of the PUBLIC CONTRIBUTION of BRL 0.00 (zero reais) and the dispute will continue with bids for the GRANT AMOUNT.

12.13.4. The SESSION DIRECTOR shall declare the closing of the bidding stage when, at the end of the period given for the offer of new bids, no BIDDER manifests itself with a new bid, declaring, subsequent act, the final

result of the bidding stage and the determination of the order of classification of the BIDDERS as to the value of the PUBLIC CONTRIBUTION or as to the GRANT AMOUNT.

12.13.5. Immediately after the end of the bidding stage, the BIDDERS who bid in said dispute must ratify their final bids by signing a ratification term, according to the model in the ANNEX TO THE INVITATION TO BID 20 – MODEL OF FINAL ECONOMIC PROPOSAL RATIFICATION, by signing it by the respective ACCREDITED REPRESENTATIVES.

12.13.6. If the value of the PUBLIC CONTRIBUTION offered is less than BRL 1.431.951.169,60 (one billion, four hundred and thirty-one million, nine hundred and fifty-one thousand, one hundred and sixty-nine reais and sixty cents), the BIDDER will ratify the Final ECONOMIC PROPOSAL, according to ANNEX TO THE INVITATION TO BID 20 - MODEL OF FINAL ECONOMIC PROPOSAL RATIFICATION, with its obligation to deposit, as LINKED FUNDS, in the CONCESSION ACCOUNT, at the time of the constitution of this account, the amount corresponding to the difference between the amount indicated in this item and the value of the PUBLIC CONTRIBUTION offered by the BIDDER.

12.14. If there is a tie as to the bid offered, the following tiebreaker criteria shall apply, in this order:

- i. final dispute, in which case the tied BIDDERS may submit a new bid in a continuous act to the classification;
- ii. evaluation of the previous contractual performance of the BIDDERS, for which registration records should preferably be used for the purpose of attesting compliance with obligations provided for in Law nº 14.133/2021;
- iii. development, by the BIDDER, of equity actions between men and women in the workplace, pursuant to Decree nº 11.430/2023;
- iv. development, by the BIDDER, of an integrity program, according to the guidelines of the control bodies.

12.14.1. In the event of a tie, preference shall be granted successively to:

- i. BIDDERS established in the territory of the State of Minas Gerais;

- ii. Brazilian BIDDERS;
- iii. BIDDERS who invest in research and technology development in Brazil;
- iv. BIDDERS who prove the practice of mitigation, pursuant to Law nº 12.187/2009.

12.15. The CONCESSION will be governed exclusively by Law nº 8.987/1995, and all provisions regarding the PUBLIC CONTRIBUTION ACCOUNT and the transfer of the PUBLIC CONTRIBUTION, including those contained in ANNEX TO THE CONTRACT 8 B – DRAFT CONTRACT FOR ADMINISTRATION OF THE PUBLIC CONTRIBUTION ACCOUNT AND PENALTY ACCOUNT, as well as all provisions of ANNEX TO THE CONTRACT 16 - EXECUTION SCHEDULE AND MARKS FOR TRANSFER OF THE PUBLIC CONTRIBUTION will lose their effectiveness, if the AWARDEE offers the amount of BRL 0.00 (zero reais) for the PUBLIC CONTRIBUTION.

12.16. The order of classification of ECONOMIC PROPOSALS will be published on the WEBSITE, in accordance with the schedule provided for in sub-item 12.1 of this INVITATION TO BID.

12.17. All acts performed at the PUBLIC BIDDING SESSION will be drawn up in minutes signed by the BIDDING COMMISSION.

12.18. The other BIDDERS will have the right to view, digitally, the documentation contained in all envelopes of the BIDDER ranked first, including in case of compliance with the procedures set forth in sub-items 13.2 and 13.3.

12.19. The practice of acts by the BIDDERS at each stage of the COMPETITION is subject to foreclosure, and the exercise of powers related to already completed stages of the COMPETITION is prohibited, except in the cases admitted in the INVITATION TO BID.

13. Analysis of the Qualification Documents

13.1. In a continuous act to the PUBLIC SESSION, the BIDDER ranked first must deliver the envelope containing the QUALIFICATION DOCUMENTS, according to sub-item 12.1.

13.2. The BIDDING COMMISSION, with the advice of B3, will open the envelope of the QUALIFICATION DOCUMENTS delivered by the BIDDER ranked first.

13.3. In the event of disqualification of the BIDDER referred to in sub-item 13.2, the BIDDER whose ECONOMIC PROPOSAL has been classified in second place will be called upon to submit the envelope of the QUALIFICATION DOCUMENTS, and in case of non-compliance, this procedure will be successively repeated for the other BIDDERS, respecting the order of classification of the ECONOMIC PROPOSALS.

13.4. The SUCCESSFUL BIDDER will be declared to be the BIDDER that meets all the qualification requirements demanded by the INVITATION TO BID.

13.5. If the disqualification of the BIDDER results from fraud, a fine equivalent to the value of the PROPOSAL GUARANTEE and its respective execution will be fixed.

13.6. The disqualification/disqualification of all BIDDERS makes the COMPETITION unsuccessful.

13.7. Declared the SUCCESSFUL BIDDER by the BIDDING COMMISSION, after fulfilling the requirements of this INVITATION TO BID, the result will be disclosed by publishing the Minutes of Judgment of the COMPETITION in the DOEMG and on the WEBSITE.

14. Administrative Appeals

14.1. BIDDERS may appeal, in a single appeal phase, the judgment of the PROPOSAL GUARANTEE, the classification of the ECONOMIC PROPOSAL and the judgment of the QUALIFICATION DOCUMENTS, provided that the intention to appeal immediately is expressed, until the first business day following the publication of the COMPETITION Judgment Minutes, pursuant to art. 122, § 1, of Law nº 14.133/2021.

14.2. The appeal must be filed in a reasoned petition, addressed to the authority that rendered the decision, within three (3) business days, counted from the date of publication of the COMPETITION Judgment Minutes, after the SUCCESSFUL BIDDER has been declared, observing the rite and other provisions established in Law nº 14.133/2021, and the rules of this INVITATION TO BID.

14.2.1. The competent authority may reconsider its decision within 3 (three) business days, or, within the same period, forward the appeal to the higher authority, which must issue a decision within 10 (ten) business days, counted from the receipt of the records.

14.3. Appeals will only be accepted when subscribed by legal representative(s), ACCREDITED REPRESENTATIVES, or an attorney-in-fact with specific powers, or a person with such specific powers, provided that they are accompanied by proof of such powers, and must be sent to the electronic address loteouopretomariana@infraestrutura.mg.gov.br, with the subject line “Administrative Appeal relating to Competition INVITATION TO BID nº 002/2025 (Lot 7 – Ouro Preto – Mariana (Via Liberdade)”, by 11:59 p.m. on the final date of the established deadline.

14.4. The BIDDING COMMISSION shall inform the other BIDDERS of any appeals, which may challenge it within a period of up to three (3) business days, counted from the end of the period granted under the terms of the sub-item 14.2 above, and shall do so in the same manner provided for in the sub-item **Erro! Fonte de referência não encontrada.**

14.5. The presentation of documents or information that should already be included in the PROPOSAL GUARANTEE envelopes, ECONOMIC PROPOSAL and QUALIFICATION DOCUMENTS will not be allowed on appeal.

14.6. Appeals shall have suspensive effect of the act or decision appealed until a final decision of the competent authority is reached.

14.7. The receipt of the appeal invalidates only the unsustainable acts of exploitation.

14.8. Once any appeals have been heard, the result of the COMPETITION will be posted on the WEBSITE and published in the DOEMG.

15. Awarding, Approval and Signing of the CONTRACT

15.1. Once the result of the COMPETITION has been published, the BIDDING COMMISSION shall submit the COMPETITION to the competent authority for the award of its OBJECT to the SUCCESSFUL BIDDER and ratification of the COMPETITION.

15.2. The acts of awarding the OBJECT of the COMPETITION, homologation and summons of the SUCCESSFUL BIDDER to comply with the requirements prior to the signing of the CONTRACT will be published in the DOEMG and on the WEBSITE.

15.3. Within 60 (sixty) days after the publication of the COMPETITION approval act, as a condition for signing the CONTRACT, the SUCCESSFUL BIDDER must submit to the GRANTING AUTHORITY:

- i. PERFORMANCE GUARANTEE, under the terms of the CONTRACT
- ii. Proof of incorporation of SPE, with the corresponding certificate of the competent corporate registry, as well as the respective proof of registration before the Brazilian National Registry of Legal Entities; or wholly-owned controlled company, in the event of individual Bidder, in the form of a corporation;
- iii. draft of the SPE's bylaws, which must not contain provisions that are contrary to the INVITATION TO BID or the CONTRACT;
- iv. proof of subscription and payment of the first installment of the SPE's capital stock, in the amount of BRL 60.889.269,07 (sixty million, eight hundred and eighty-nine thousand, two hundred and sixty-nine reais and seven cents), adjusted by the IPCA variation calculated between the BASE DATE and two months before the month of effective payment;
 - a. As a condition of effectiveness of the CONTRACT, the subscription and payment of the second installment of the SPE's capital stock must be proven, in the amount of BRL 60.889.269,07 (sixty million, eight hundred and eighty-nine thousand, two hundred and sixty-nine reais and seven cents), adjusted by the IPCA variation calculated between the BASE DATE and two months before the month of actual expenditure, pursuant to sub-clause 7.1.1 of the CONTRACT.
- v. presentation of an insurance plan comprising all insurance provided for in the CONTRACT and ANNEXES TO the CONTRACT, with a description of the coverage and respective insured amounts to be contracted, with the presentation of the corresponding policies being a condition of effectiveness of the CONTRACT, pursuant to the respective sub-clause 7.1.1;
- vi. proof of payment, by the SUCCESSFUL BIDDER, of the amount equivalent to the cost of holding the PUBLIC SESSION at B3, pursuant to art. 21 of Law nº 8.987/1995, corresponding to the sum of the following installments:
 - a. BRL 583.765,72 (five hundred and eighty-three thousand, seven

hundred and sixty-five thousand reais and seventy-two cents), updated annually by the positive variation of the IPCA, every 12 (twelve) months counting from January 2025 observing the index published in the month prior to the update, due to B3, as remuneration. The installment will be paid by issuing a document suitable for collection from the date of publication of the act awarding the OBJECT, which will have a due date of 15 (fifteen) calendar days from its issuance, with a fine of 2% (two percent) and default interest of 0.5% (half percent) per month, pro rata tempore, calculated from the due date until the date of effective settlement, in the event of delay, without prejudice to the execution of the PROPOSAL GUARANTEE, pursuant to ANNEX TO THE INVITATION TO BID 21 – B3 PROCEDURES MANUAL;

- b. BRL 103.056,56 (one hundred and three thousand, fifty-six reais and fifty-six cents), owed to the GRANTING AUTHORITY, as compensation.
- vii. proof of payment, by the SUCCESSFUL BIDDER, or by a company of the same ECONOMIC GROUP as the SUCCESSFUL BIDDER, to BDMG and/or to third parties indicated by it, of the amount of BRL 9.008.824,90 (nine million, eight thousand, eight hundred and twenty-four reais and ninety cents), as remuneration and reimbursement of expenses with third parties, pursuant to art. 21 of Law nº 8.987/1995, updated by the IPCA, every 12 (twelve) months counting from May 2024, observing the index published in the January prior to the update;
- viii. description of the shareholding and management structure considered for the SPE, observing the model in the ANNEX TO THE INVITATION TO BID 22 - PRESENTATION MODEL OF THE SPE 'S SHAREHOLDING AND MANAGEMENT STRUCTURE, containing:
 - a. description of the types of shares;
 - b. Shareholders and their respective equities by type of share;
 - c. indication of the corporate composition of the CONCESSIONAIRE, as applicable, and its PARENT COMPANIES, as defined in the CONTRACT, up to the level of

- individuals. If the CONTROLLING COMPANY of the SPE is an investment participation fund, compliance with this item must consider the existence of majority shareholders, or of a body and its members, with the power to influence the alteration of the fund's bylaws, holding powers analogous to those referred to in Law No. 6,404/1976, for the purpose of identifying the controller;
- d. shareholders' agreements of SPE, when applicable;
 - e. identification of the main administrators, including their respective résumés; and
 - f. commitment to corporate governance principles in the management of the SPE and adoption of accounting and standardized financial statements, in accordance with accounting practices adopted in Brazil, based on 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, according to specific regulations;
 - g. identification of RELATED PARTIES, as defined in the CONTRACT, except for investment funds.
- ix. proof of the effective link between the QUALIFIED PROFESSIONALS and the SUCCESSFUL BIDDER, under the terms of the sub-item of 10.27 of the INVITATION TO BID;
 - x. integrity term duly signed, pursuant to the ANNEX TO THE INVITATION TO BID 17 – INTEGRITY CONTRACT;
 - xi. declaration that the SUCCESSFUL BIDDER is not prohibited from bidding or contracting with the PUBLIC ADMINISTRATION because it is registered in the National Register of Punished Companies – CNEP and/or in the National Register of Disreputable and Suspended Companies – CEIS, due to the existence of a sanction of impediment to bidding and contracting applied within the scope of the direct and indirect Public Administration of the State of Minas Gerais and/or the existence of a sanction of declaration of unsuitability to bid or contract within the

direct and indirect Public Administration of all federative entities, under the terms of art. 156, paragraphs 4 and 5 of Law nº 14.133/2021, respectively, and art. 91, paragraph 4 of the same Law;

xii. the ORIGINAL INVESTMENT SCHEDULE - COI;

15.3.1. If the SUCCESSFUL BIDDER is an individual BIDDER, before the execution of the CONTRACT, in order to comply with the provisions of sub-item 15.315.3, it must amend its bylaws or articles of incorporation or create a wholly-owned controlled company to appear as a contractor, maintaining the shareholding control pre-existing to the constitution of the company.

15.3.1.1. The SUCCESSFUL BIDDER may also set up a special purpose company, which will be its wholly-owned controlled company, with the purpose of being the sole parent company of the SPC to be contracted.

15.3.2. The SUCCESSFUL BIDDER may form a company with the nature of an intermediate holding company that has the condition of sole parent company of the SPE, which will act as CONCESSIONAIRE, provided that the control relationship of this company with the SUCCESSFUL BIDDER is maintained, and any changes of control in these relationships are subject to the consent of the GRANTING AUTHORITY under the terms of the CONTRACT.

15.4. Once the requirements set out in subitem 15.3 have been met, the SPE will be summoned by the GRANTING AUTHORITY to sign the CONTRACT.

15.4.1. After signing the CONTRACT in the period in which the SPE will comply with the conditions of effectiveness listed in sub-clause 7.1.1 of the CONTRACT, even if the responsibility for the ROAD SYSTEM remains with the DER-MG, the SPE may carry out EMERGENCY WORKS, under the terms of the CONTRACT, whenever necessary to restore the traffic and safety conditions affected by any event that generates or may generate impact on the ROAD SYSTEM, ensuring the right to restore the economic and financial balance, provided that the urgency has been recognized by the REGULATORY ENTITY, the events that caused the EMERGENCY WORKS are not covered by the insurance contracted by the concessionaire and do not constitute obligations already provided for in the PER.

15.5. The term provided for in sub-item 15.3 and the term for signing the CONTRACT may be extended by the GRANTING AUTHORITY, for an equal period, and the extension may be requested by the SUCCESSFUL BIDDER, and provided that it arises from a justified reason and accepted by the GRANTING AUTHORITY.

15.5.1. If the SPE, or any of its SHAREHOLDERS, regularly summoned to sign the CONTRACT, within the validity period of its ECONOMIC PROPOSAL, refuse to do so, the GRANTING AUTHORITY, without prejudice to the adversarial system and full defense, shall apply a fine corresponding to the full value of the PROPOSAL GUARANTEE and shall immediately execute the corresponding total, without, however, exempting the SPE or any of its SHAREHOLDERS from the obligation to pay (i) other fines and (ii) compensation for losses and damages suffered by the PUBLIC ADMINISTRATION, if the PROPOSAL GUARANTEE is less than such amounts due.

15.5.1.1. The same fine will apply if the requirements prior to signing the CONTRACT are not met.

15.5.2. In addition to the provisions of the previous sub-item, the refusal to sign the CONTRACT, without justification accepted by the GRANTING AUTHORITY, within the established period, will result in the individual SUCCESSFUL BIDDER, or, in the case of a CONSORTIUM, to all consortium members, the impediment to bid and contract with the State Administration for a period of 24 (twenty-four) months, in addition to the application of the fine penalty in the amount provided for in sub-item 8.18.1, and the PROPOSAL GUARANTEE may be executed for this purpose.

15.5.2.1. The sanction of impediment to bid and contract with the State Administration referred to in sub-item 15.5.2 may be replaced by the sanction of declaration of unfitness to bid or contract with the PUBLIC ADMINISTRATION, for a period of 36 (thirty-six) months, when the imposition of a more serious penalty is justified, pursuant to art. 156, §5 of Law No. 14,133/2021.

15.6. If there is a refusal to sign the CONTRACT, within the term and under the conditions established, refusal to constitute the CONTRACT PERFORMANCE BOND, in the event of non-compliance with any of the requirements prior to its signature or the

conditions of effectiveness of the CONTRACT, the GRANTING AUTHORITY may call the remaining BIDDERS, in the order of classification, to sign the CONTRACT, under the conditions presented by the AWARDEE, considering, if applicable, the bidding stage, following the provisions of the sub-items 13.1 and 13.3 or revoke the COMPETITION, without prejudice to the applicable administrative and civil sanctions.

15.7. Without prejudice to the provisions of the sub-item above, the COMPETITION may only be revoked by the GRANTING AUTHORITY, upon a proposal from the BIDDING COMMISSION, for reasons of public interest arising from a duly proven, relevant and sufficient supervening fact to justify such revocation, or for non-compliance with the conditions of effectiveness of the CONTRACT, pursuant to the respective sub-clause 7.1.1.

15.8. In the event of sub-item 15.7, the right of prior manifestation of the interested parties will be guaranteed.

15.9. The GRANTING AUTHORITY, on its own initiative or by thirty-party claim, must nullify the COMPETITION if any unlawfulness which cannot be remedied is found.

15.9.1. If the above situation is configured, all deposits made by the SUCCESSFUL BIDDER will be returned.

15.9.2. In the event of sub-item 15.9, the right of prior manifestation of the interested parties will be guaranteed.

15.10. If an irregularity in the COMPETITION is found, if reorganization is not possible, the decision on the suspension of execution or on the declaration of nullity of the CONTRACT or COMPETITION will only be adopted in the event that a measure of public interest is revealed, with evaluation of the aspects provided for in art. 147 of Law nº 14.133/2021.

15.11. The nullity of the COMPETITION implies the nullity of the CONTRACT, not resulting in the obligation of the GRANTING AUTHORITY to pay damages, subject to the provisions of art.

15.12. The BIDDER who submits a false statement or documentation required for the COMPETITION or makes a false statement during the COMPETITION or the execution of the CONTRACT; defrauds the COMPETITION or performs a fraudulent act in the execution of the CONTRACT; behaves in a disreputable manner or commits fraud of any nature; performs unlawful acts aimed at frustrating the objectives of the

COMPETITION; performs a harmful act provided for in art. 5 of Law nº 12.846/2013, will be subject to the application of the sanction provided for in art. 156, item IV, of Law nº 14.133/2021, based on §5 of said article, guaranteeing the prior right to adversary proceedings and full defense under the regulatory terms.

15.12.1. If the practice of an unlawful act by the BIDDER results in the annulment of the COMPETITION, the GRANTING AUTHORITY shall be exempt from the obligation to indemnify, even if the nullity is declared after the EFFECTIVE DATE of the CONTRACT.

15.13. The GRANTING AUTHORITY may, at any time, postpone the stages of the COMPETITION, in accordance with the applicable legislation, without the BIDDERS being entitled to compensation or reimbursement of costs and expenses on any grounds.

15.14. In the event that the GRANTING AUTHORITY becomes aware that any QUALIFICATION DOCUMENT presented by a BIDDER was false or invalid at the time of presentation of the QUALIFICATION DOCUMENTS, it may disqualify/disqualify the BIDDER, without the latter being entitled to compensation or reimbursement of expenses on any grounds, without prejudice to compensation to the GRANTING AUTHORITY and the application of applicable penalties.

15.15. The BIDDER undertakes to inform the GRANTING AUTHORITY, at any time, of any supervening fact or circumstance that impedes the conditions for participation and/or qualification, immediately after its occurrence.

15.16. Without any additional communication, all envelopes that are not withdrawn by the non-winning bidders within 30 (thirty) days from the date of publication of the CONTRACT extract in the PNCP, or the date on which the COMPETITION is declared unsuccessful, or the date of the administrative or judicial decision to revoke, suspend or cancel the COMPETITION, will be destroyed.

15.17. The CONCESSIONAIRE shall always be bound by the provisions of the INVITATION TO BID and the CONTRACT, of the documentation submitted by it, as well as the respective contractual documents and Brazilian legislation and regulations, in all matters related to the operation of the CONCESSION.

15.18. The disclosure in the PNCP, pursuant to art. 94 of Law nº 14.133/2021, is an indispensable condition for the effectiveness of the CONTRACT and any

amendments, and must occur within 20 (twenty) business days, counted from the date of the respective signature.

16. Venue

16.1. The Venue of the Judicial Section of Belo Horizonte/MG is hereby elected to settle any disputes arising from this INVITATION TO BID.

PART VI - ANNEXES TO THE INVITATION TO BID

The following Annexes are an integral part of the INVITATION TO BID:

ANNEX 1	MODEL OF LETTER FOR SUBMISSION OF THE ECONOMIC PROPOSAL
ANNEX 2	MODEL REQUEST FOR CLARIFICATION
ANNEX 3	MODEL OF DECLARATION FOR INDEPENDENT PREPARATION OF ECONOMIC PROPOSAL
ANNEX 4	TECHNICAL VISIT REQUEST MODEL
ANNEX 5	DECLARATION WAIVING TECHNICAL VISIT MODEL
ANNEX 6	MODEL OF LETTER FOR SUBMISSION OF GENERAL DOCUMENTATION
ANNEX 7	MINIMUM TERMS AND CONDITIONS OF PERFORMANCE BOND
ANNEX 8	MODEL OF BANK SURETY
ANNEX 9	FORM OF POWER OF ATTORNEY
ANNEX 10	MODEL OF POWER OF ATTORNEY FOR FOREIGN BIDDER
ANNEX 11	MODEL OF DECLARATION OF REGULARITY TO ARTICLE 7º, XXXIII, OF THE FEDERAL CONSTITUTION
ANNEX 12	FORM OF DECLARATION OF NON-EXISTENCE OF BANKRUPTCY PROCEEDINGS, INSOLVENCY REGIME OR JUDICIAL/EXTRAJUDICIAL RECOVERY
ANNEX 13	MODEL OF LETTER FOR DECLARATION OF NON-EXISTENCE OF IMPEDIMENT FOR THE PARTICIPATION IN THE COMPETITION
ANNEX 14	STATEMENT OF FINANCIAL CAPACITY
ANNEX 15	MODEL OF FORMAL DECLARATION OF EXPRESS SUBMISSION TO BRAZILIAN LEGISLATION AND



	RENUNCIATION OF COMPLAINT THROUGH DIPLOMATIC RULE
ANNEX 16	MODEL OF DECLARATION OF EQUIVALENCE
ANNEX 17	INTEGRITY CONTRACT
ANNEX 18	MODEL OF DECLARATION OF REQUIREMENT OF RESERVE OF POSITIONS FOR PEOPLE WITH DISABILITIES AND FOR SOCIAL SECURITY REHABILITATED
ANNEX 19	MODEL OF DECLARATION OF NO PENALTY
ANNEX 20	MODEL OF RATIFICATION OF THE FINAL ECONOMIC PROPOSAL
ANNEX 21	PROCEDURES MANUAL OF B3
ANNEX 22	PRESENTATION MODEL OF THE SPE 'S SHAREHOLDING AND MANAGEMENT STRUCTURE
ANNEX 23	DRAFT CONTRACT AND ITS ANNEXES