

# Invitation to Bid Appendices

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**Lot 2 – Sul de Minas**

**Appendix 1**  
Financial Bid Presentation Letter Template

[city]/[state], [month] [day], 20[year].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – Financial Bid**

Dear Sirs/Madams,

1. In reply to the invitation issued on [●] [●], 20[●] (date of publication of the Publication Notice of the **Invitation to Bid** for **Concession** No. 03/2021 in the Official Gazette of the State of Minas Gerais) by **SEINFRA-MG**, we hereby present our **Financial Bid** for the execution of the subject matter of the **Competition** at hand.
2. As the **Compensation** associated with the services to be provided that are the subject matter of this bidding process, as defined in the **Invitation to Bid**, we propose the amount of BRL [●] ([●]), using [●] [●] as reference.
3. As the **Toll Fee Amount** associated with the operation of the **Concession** that is the subject matter of this bidding process, as defined in **Invitation to Bid** No. 003/2021, we propose the amount of BRL [●] (●), using [●] [●] as reference.
4. We expressly state, for all intents and purposes and under penalty of the law, that:

- 4.1. This **Financial Bid** is valid for 180 (one hundred and eighty) days from the **Public Session**, and all conditions shall be met during that time frame;
- 4.2. This **Financial Bid** covers the entirety of the subject matter of the **Concession**;
- 4.3. This **Financial Bid** is binding, irrevocable, irreversible, and unconditional;
- 4.4. This **Financial Bid** takes into account all investments, taxes, costs, and expenses that are necessary in order to execute the **Agreement**;
- 4.5. This **Financial Bid** takes into account all risks to be assumed by the **Bidder** in case it is declared the winner of the Concession Agreement;
- 4.6. The **Bidder** has considered their own calculations and studies in order to draw up the **Financial Bid**; and
- 4.7. This **Financial Bid** takes into account all premises provided in the **Invitation to Bid**, especially in Item 11.2.

Sincerely,

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[Bidder]

[Accredited Representative]

**Appendix 2**  
Clarification Request Template

[city]/[state], [month] [day], 20[year].

**TO THE  
STATE OF MINAS GERAIS  
Ref.: Invitation to Bid for Concession No. 003/2021 – Clarification Request**

Dear Sirs/Madams,

[Bidder], through its undersigned legal representative(s), presents the following clarification request regarding the **Invitation to Bid**.

<b>Question Number</b>	<b>Invitation to Bid Item</b>	<b>Requested Clarification</b>	<b>Question number attributed by the Special Bidding Commission to appear in the clarification minute</b>
1	Insert the <b>Invitation to Bid</b> item to which the requested clarification refers	Write the desired clarification request as clearly as possible, posing it as a question	leave blank
2	Insert the <b>Invitation to Bid</b> item to which the requested clarification refers	Write the desired clarification request as clearly as possible, posing it as a question	leave blank
n	Insert the <b>Invitation to Bid</b> item to which the requested clarification refers	Write the desired clarification request as clearly as possible, posing it as a question	leave blank

Sincerely,

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[Bidder]

[Accredited Representative]

Contact Person: [●]

Phone: [●]

Email: [●]

### Appendix 3

#### Independent Formulation of the Financial Bid Statement Template

[city]/[state], [month] [day], 20[year].

**TO THE**

**STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – Independent Financial Bid Formulation Statement**

Dear Sirs/Madams,

(Identification of the Accredited Representative), as a duly constituted representative of [Bidder], for the purposes of the provisions of Item 11.1.2 of the Invitation to Bid for Concession No. 003/2021, states, for all intents and purposes and under penalty of law, especially Art. 299 of the Brazilian Criminal Code, that:

1. The **Financial Bid** presented in order to participate in the **Competition** for the **Concession** of the SOUTHERN MINAS GERAIS LOT has been formulated independently by the **Bidder**, and the content of the **Financial Bid** has not been, in full or partially, directly or indirectly, informed by, discussed with, or received from any other potential or actual participant in the **Competition**, by any means or through any persons;
2. The intention to present the **Financial Bid** formulated in order to participate in the **Competition** has not been informed by, discussed with, or received from any other **Bidder**, by any means or through any persons;
3. There has been no attempt, by any means or through any persons, to influence the decision of any other potential or actual participant in the **Competition** as to whether or not to take part in said **Competition**;
4. The content of the **Financial Bid** presented in order to participate in the **Competition** shall not be, in full or partially, directly or indirectly, communicated or discussed with any other potential or actual participant in the Competition before said **Competition** is awarded;
5. The content of the **Financial Bid** presented in order to participate in the **Competition** has not been, in full or partially, directly or indirectly, informed by,

discussed with, or received from any employee of the State of Minas Gerais or the **Regulator** prior to the official opening of the **Financial Bids**; and

6. The content and scope of this statement is fully known by the Representative, who has full powers and information to sign it.

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[Bidder]

[Accredited Representative]



**Appendix 4**  
Technical Visit Request Template

1. BIDDER:

2. COUNTRY OF ORIGIN:

3. INTENDED DATE AND TIME FOR THE VISIT: MONTH DAY YEAR TIME to

MONTH DAY YEAR

\_\_\_\_/\_\_\_\_/\_\_\_\_      \_\_\_\_/\_\_\_\_/\_\_\_\_      \_\_\_\_:\_\_\_\_  
\_\_\_\_/\_\_\_\_/\_\_\_\_

4. CONTACT PHONE NUMBER/EMAIL:

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

5. AGENT'S INFORMATION:

- FULL NAME:

- PLACE OF BIRTH:

- DATE OF BIRTH:

- ID CARD NUMBER/ISSUER:





- PASSPORT NUMBER:

- CORPORATE ADDRESS:

- HOME ADDRESS:

- OCCUPATION:

- FIELD OF ACTIVITY:

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CITY AND DATE

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**[Accredited Representative]**

**Appendix 5**  
**Model of Letter of Declaration of Exemption from Technical Visit**

[city]/[state], [month] [day], 20[year].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Concession Notice No. 003/2021 – Declaration of Exemption from  
Technical Visit**

The [Bidder], through its undersigned Accredited Representative(s), declares, for all purposes and under the penalties of the applicable legislation, that it did not participate in the technical inspection available in said bidding process, being of its full responsibility and knowledge of the contractual performance conditions, and cannot claim ignorance as a pretext for any total or partial non-performance of the Agreement, delays in its implementation or changes in the contractual object.

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[Bidder]

[Accredited Representative]

**Appendix 6**  
General Documentation Submission Letter Template

[city]/[state], [month] [day], 20[year].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – General  
Documentation Submission**

Dear Sirs/Madams,

- 1 **[Bidder]**, through its undersigned legal representative(s), has enclosed herewith all the documents for its qualification in the bidding process at hand, pursuant to Item 2.3 of the corresponding **Invitation to Bid**, organized according to the order established therein, as reflected in the attached index.
- 2 The **Bidder** expressly declares, for all intents and purposes and under penalty of law, to be fully aware of and to fully accept the terms of the **Invitation to Bid** at hand, especially with regard to the powers granted to the **Special Bidding Commission** to perform the due diligence in order to verify the veracity of the presented documents and seek any clarifications that may be necessary to elucidate the information contained therein.
- 3 The **Bidder** expressly declares, for all intents and purposes and under penalty of law, to have met all qualification requirements and criteria and to have duly presented the **Proof of Claim** as defined in the **Invitation to Bid** for **Concession** No. 003/2021.
- 4 The **Bidder** also declares, for all intents and purposes and under penalty of law, that the **Proof of Claim** presented herein is complete, true, and accurate in every detail.



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[Bidder]

[Accredited Representative]

## **Appendix 7**

### Minimum Terms and Conditions for the Completion Bond

#### **1. Borrower**

##### **1.1. Bidder.**

#### **2. Insured Party**

##### **2.1. Government**

#### **3. Insured Object**

Guaranteeing an indemnification in the amount of BRL 18,855,212.22 (eighteen million, eight hundred and fifty-five thousand, two hundred and twelve reais and twenty-two cents Brazilian reais) in case the **Bidder** fails to fulfill any of its obligations provided in the applicable legislation or the **Invitation to Bid** for **Competition** No.003/2021, including refusal to sign the **Agreement**, failure to meet the requirements for signing it, under the conditions and within the deadline set forth in the **Invitation to Bid**, and in any of the situations provided in Item 7.12 of the **Invitation to Bid**.

#### **4. Document**

4.1. Completion bond policy issued by a duly incorporated insurance company authorized to operate by the **Private Insurance Commissioner (SUSEP, for its acronym in Portuguese)**, observing the terms and conditions of **SUSEP's** normative orders.

## 5. Bond Amount

- 5.1. The completion bond policy shall provide for an indemnification in the amount of BRL 18,855,212.22 (eighteen million, eight hundred and fifty-five thousand, two hundred and twelve reais and twenty-two cents Brazilian reais).

## 6. Term

- 6.1. The completion bond policy shall be valid for at least 180 (one hundred eighty) days from the **Public Session**, renewable as provided in the **Invitation to Bid**.

## 7. Additional Provisions

- 7.1. The completion bond policy shall contain the following additional provisions:
- 7.1.1. Statement by the insurance company that they are aware of and accept the terms and conditions of the **Invitation to Bid**; and
  - 7.1.2. Statement issued by the insurance company that the payment of the amounts provided herein shall be made within up to 30 (thirty) days from the date of delivery of all documents listed by the insurance company as necessary to characterize and regulate the insurance claim.
- 7.2. If the Borrower of the obligations covered by the completion bond policy is found to have failed to comply, the Insured Party shall be entitled to demand the due indemnification from the Insurance Company, should the notification sent to the borrower be fruitless.
8. Any terms that have not been expressly defined in this **Appendix** shall be interpreted according to the meanings attributed to them in the **Invitation to Bid**.



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[notarized signature of the Guarantor Bank's legal representative(s)]

**Witnesses:**

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Name:

ID Card No.:

Name:

ID Card No.:

## Appendix 8

### Bank-Issued Guarantee Template

[City], [●] [●], [●].

#### TO THE

#### STATE OF MINAS GERAIS

Ref.: Bank-Issued Guarantee Letter No. [●] (“**Guarantee Letter**”)

1. Through this **Guarantee Letter**, the Bank [●], headquartered at [●], bearer of Corporate Taxpayer ID No. [●] (“**Guarantor Bank**”), directly, by itself or by any successors, undertakes before the **Government**, as a joint and several guarantor of [●], headquartered at [●], bearer of Corporate Taxpayer ID No. [●] (“**Principal**”), expressly waiving the rights provided in Arts. 827, 835, 837, 838, and 839 of Federal Law No. 10406 of January 10, 2002 (Brazilian Civil Code), and Art. 594 of Law No. 13105 of March 16, 2015 (Code of Civil Procedure), to properly fulfill all the obligations assumed by the **Principal** under the scope of **Competition** No. 003/2021, the terms, provisions, and conditions of which the **Guarantor Bank** expressly declares to be aware of and to accept.
2. The **Guarantor Bank** undertakes to pay to the **Government** the total amount of BRL [●] (●) (“**Guarantee**”) in case the **Bidder** fails to fulfill any of its obligations stipulated in the legislation or the **Invitation to Bid** for the **Competition**, including refusal to sign the **Agreement**, failure to meet the requirements for signing it, under the conditions and within the deadlines set forth in the **Invitation to Bid**, and in any of the situations provided in Item 7.12 of the **Invitation to Bid**.
3. The **Guarantor Bank** also undertakes, considering the amount of BRL 18,855,212.22 (eighteen million, eight hundred and fifty-five thousand, two hundred and twelve reais and twenty-two cents Brazilian reais), to pay for any losses caused by the **Principal**, including, but not limited to the fines



imposed by the **Government** related to the bidding process, being obliged to make all payments resulting from such losses whenever required, within up to 48 (forty-eight) hours from receipt by the **Guarantor Bank** of the written notification sent by the **Government**.

4. The **Guarantor Bank** shall not accept any objections or oppositions made or invoked by the **Principal** for the purpose of becoming exempt from fulfilling the obligation assumed with the **Government** under the terms of this **Guarantee Letter**.
5. In case the **Government** files a lawsuit demanding the fulfillment of the obligation to which this **Guarantee Letter** refers, the **Guarantor Bank** is obliged to pay for any arbitral, judicial, or extrajudicial costs.
6. The **Guarantee** shall be valid for 180 (one hundred eighty) days from the **Public Session**, under the conditions set forth in Item 8 of the **Invitation to Bid**.
7. The **Guarantor Bank** also states, for all intents and purposes and under penalty of law, that:
  - 7.1. This **Guarantee Letter** is duly recorded, fully respecting the currently effective regulations of the Brazilian Central Bank, aside from meeting the requirements of the applicable banking legislation;
  - 7.2. The signatories to this document are authorized to provide a **Guarantee** in their name and on their behalf; and
  - 7.3. The bank's capital stock adds up to BRL [●] ([●]), and the bank is authorized by the Brazilian Central Bank to issue guarantee letters, and that the amount of this **Guarantee Letter**, of BRL 18,855,212.22 (eighteen million, eight hundred and fifty-five thousand, two hundred and twelve reais and twenty-two cents Brazilian reais), is within the limits authorized by the Brazilian Central Bank.

8. Any terms that have not been expressly defined in this **Guarantee Letter** shall be interpreted according to the meanings attributed to them in the **Invitation to Bid**.

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[notarized signature of the Guarantor Bank's legal representative(s)]

**Witnesses:**

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Name:

ID Card No.:

Name:

ID Card No.:

## Appendix 9

### Power of Attorney Template

Through this Power of Attorney, the [**Bidder**], [qualification], henceforth referred to as the "Grantor", nominates and appoints its attorneys-in-fact, Mr. [●], [qualification], to jointly or severally, regardless of the order of appointment, perform the following actions in the Federative Republic of Brazil, in and out of court:

- a) representing the Grantor before any government entities, offices, or departments, public or private companies, and any government agencies, including the Transport Regulations Commission, to establish and maintain understandings with said public entities, offices, agencies, or departments, to receive service of process of any nature, to request and/or promote consultations, to request certificates and other documents, and to perform the necessary actions during the bidding process described in the **Invitation to Bid for Concession No. 003/2021**, including to file appeals and waive the right to file appeals;
- b) assuming commitments and/or obligations on behalf of the Grantor and in any way contract, sign agreements, accept and give release on behalf of the Grantor;
- c) representing the Grantor when defending its interests in court, in any instance and before any Court or Tribunal, including by hiring attorneys, with special powers to confess, settle, withdraw, make agreements, accept and give release; and
- d) at its discretion, subrogating, in whole or in part, with reservation of powers, any of the powers granted herein, under such conditions as it may deem appropriate.

This Power of Attorney shall be valid for at least 1 (one) year from the **Public Session** and may be renewed for an equal period.

[city], [•] [•], [•].

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[Bidder]

[legal representative(s)]

## Appendix 10

### Power of Attorney for Foreign Bidders Template

Through this Power of Attorney, the [Bidder], [qualification], henceforth referred to as the "Grantor", nominates and appoints its attorneys-in-fact, Mr. [●], [qualification], to jointly or severally, regardless of the order of appointment, perform the following actions in the Federative Republic of Brazil, in and out of court:

- (a) representing the Grantor before any government entities, offices, or departments, public or private companies, and any government agencies, including the Transport Regulations Commission, to establish and maintain understandings with said public entities, offices, agencies, or departments, to receive service of process of any nature, to request and/or promote consultations, to request certificates and other documents, and to perform the necessary actions during the bidding process described in the **Invitation to Bid for Concession No. 003/2021**, including to file appeals and waive the right to file appeals;
- (b) assuming commitments and/or obligations on behalf of the Grantor and in any way contract, sign agreements, accept and give release on behalf of the Grantor;
- (c) representing the Grantor when defending its interests in court, in any instance and before any Court or Tribunal, including by hiring attorneys, with special powers to confess, settle, withdraw, make agreements, accept and give release;
- (d) receiving service of process for legal actions and summonses or notifications in administrative and judicial proceedings; and
- (e) at its discretion, subrogating, in whole or in part, with reservation of powers, any of the powers granted herein, under such conditions as it may deem appropriate.

This Power of Attorney shall be valid for at least 1 (one) year from the **Public Session** and may be renewed for an equal period.

[city], [•] [•], [•].

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[Bidder]

[legal representative(s)]

## Appendix 11

### Art. 7, Item 33 of the Federal Constitution Compliance Statement Letter Template

[City], [●] [●], [●].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – Art. 7, Item 33 of the  
Federal Constitution Compliance Statement**

Dear Sirs/Madams,

In compliance with Item 10.37.(i) of the **Invitation to Bid** at hand, the [**Bidder**], through its undersigned **Accredited Representative(s)**, declares, for all intents and purposes and under the penalties of the applicable legislation, by itself, its successors and assignees, that it is in good standing with the Ministry of Labor with regard to complying with the provisions of Item XXXIII of Article 7 of the Federal Constitution, expressly stating that it does not employ people who are under 18 years old for night shifts or hazardous or unhealthy work, and that it does not employ people who are under 16 years old, except in the condition of apprenticeship, in strict compliance with the applicable laws.

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[**Bidder**]

[**Accredited Representative**]

## Appendix 12

Nonexistence of a Bankruptcy Process, Chapter 11 Bankruptcy, Judicial or Extrajudicial Reorganization, or Insolvency Regime Statement Letter Template

[City], [●] [●], [●].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – Nonexistence of a Bankruptcy Process, Chapter 11 Bankruptcy, Judicial or Extrajudicial Reorganization, or Insolvency Regime Statement**

Dear Sirs/Madams,

In compliance with Item 10.37.(ii) of the **Invitation to Bid** at hand, the **[Bidder]**, through its undersigned **Accredited Representative(s)**, declares, for all intents and purposes and under the penalties of the applicable legislation, by itself, its successors and assignees, that it is not under bankruptcy, voluntary bankruptcy, Chapter 11 bankruptcy, judicial reorganization, extrajudicial reorganization, insolvency regime, temporary special administration, or under intervention of the competent inspection agency.

Sincerely,

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**[Bidder]**  
**[Accredited Representative]**



### Appendix 13

#### Absence of Impediments for Participating in the Competition Statement Letter Template

[City], [•] [•], [•].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – Absence of  
Impediments for Participating in the Competition Statement**

Dear Sirs/Madams,

In compliance with Item 10.37.(iii) of the **Invitation to Bid** at hand, the **[Bidder]**, through its undersigned **Accredited Representative(s)**, declares, for all intents and purposes and under the penalties of the applicable legislation, that:

- a) until the present date, there are no supervening and impeditive facts for its contracting, and that there is no declaration of ineligibility against it issued by any agency of the Public Administration, being aware of the obligation to declare later occurrences; and
- b) is not a signatory to any leniency agreement, state's evidence, or other documents that may prevent its free participation in the **Competition** at hand or in the signing of the **Agreement**.

In witness whereof, we sign this document, pursuant to the terms and under the penalties of the law.

Sincerely,

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**[Bidder]**  
**[Accredited Representative]**

**Appendix 14**  
Financial Capacity Statement Letter Template

[City], [●] [●], [●].

**TO THE  
STATE OF MINAS GERAIS**

Dear Sirs/Madams,

In compliance with Item 10.37.(iv) of the **Invitation to Bid** at hand, the **[Bidder]**, through its undersigned **Accredited Representative(s)**, declares, for all purposes and under the penalties of the applicable legislation, that it possesses or has the ability to obtain sufficient financial resources to comply with the obligations to provide its own resources and those of third parties that may be necessary for the performance of the subject matter of the **Concession**.

Furthermore, the Bidder also declares, for all purposes and under the penalties of the law, that (i) it has the capacity to contract all the insurances that are necessary for the execution of the subject matter of the **Concession**; and (ii) it possesses or has the ability to obtain the resources for the payment in national currency of at least BRL 280,809,273.84 (two hundred and eighty million, eight hundred and nine thousand, two hundred and seventy-three reais and eighty-four cents Brazilian reais) in the future **SPE's** capital stock until the date the **Agreement** is signed, under the terms of Item 8 of the **Invitation to Bid**.

Sincerely,

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**[Bidder]**

**[Accredited Representative]**

## Appendix 15

### Formal Declaration of Subjection to the Brazilian Legislation and Waiver of Claims via Diplomatic Channels Template

[City], [•] [•], [•].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – Formal Declaration of  
Subjection to the Brazilian Legislation and Waiver of Claims via Diplomatic  
Channels**

Dear Sirs/Madams,

In compliance with Item 10.38 of the **Invitation to Bid** at hand, the **[Bidder]**, through its undersigned **Accredited Representative(s)**, declares, for all due purposes and under penalty of law, its formal and express submission to the Brazilian legislation and full waiver of claim, for any reasons of fact or law, through diplomatic channels.

Sincerely,

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**[Bidder]**

**[Accredited Representative]**

**Appendix 16**  
Equivalence Statement Template

[City], [●] [●], [●].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – Equivalence Statement**

Dear Sirs/Madams,

In compliance with Items 5.5.2 and 5.5.4 of the **Invitation to Bid** at hand, the **[Bidder]**, through its undersigned **Accredited Representative(s)**, declares, under the penalties of the applicable legislation, by itself, its successors and assignees, that it does not operate in Brazil, under the terms of Art. 32, Paragraph 4 of Law No. 8666/1993, and that the documents indicated below from the **Bidder's** country of origin are equivalent to the documents required in the **Invitation to Bid**:

Description of the document from the country of origin	Document required in the Invitation to Bid	Invitation to Bid item requiring the document

*[In case there is no equivalence, include the following text:]*

The **Bidder** also declares, for all intents and purposes and under penalty of law, that the following documents required in the **Invitation to Bid** have no equivalent counterparts in the **Bidder's** country of origin:



<b>Document required in the Invitation to Bid</b>	<b>Invitation to Bid item requiring the document</b>

Sincerely,

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**[Bidder]**

**[Accredited Representative(s)]**

## Appendix 17

### Declaration of Integrity

[City], [●] [●], [●].

#### TO THE STATE OF MINAS GERAIS

#### Ref.: Invitation to Bid for Concession No. 003/2021 – Declaration of Integrity

Dear Sirs/Madams,

In compliance with Item 16.3.IX of the **Invitation to Bid** at hand, the [**Winning Bidder**], through its undersigned **Accredited Representative(s)**, declares, for all intents and purposes and under penalty of law, that:

1. The incorporated **SPE** shall observe all federal, state, and industry standards, as well as all best practices regarding integrity, compliance, ethics, governance, risk management, internal and external controls (monitoring, assessment, audit, and investigation), transparency in the execution of the concession contract, in particular.

1.1. The provisions of Federal Law No. 12846/2013, Federal Decrees No. 3678/2000, No. 4410/2002, No. 5687/2006 and No. 8.420/2015, Office of the Federal Controller General Ordinance No. 909/2015, and other applicable federal and state norms, as well as any norms that amend, supplement, or succeed those mentioned above, must be fully complied with.

1.2. The company's integrity program must follow the dictates set forth in Office of the Federal Controller General Ordinance No. 909/2015, containing, at a minimum, the provisions of this norm.

1.3. Transactions with related parties policy, according to the best practices of corporate governance recommended by the Brazilian Securities and Exchange Commission.

2. In order to execute the **Agreement**, neither party shall offer, give, or undertake to give to any person, or accept or undertake to accept from any person, directly or indirectly, personally or through a third party, any payment, donation, financial or non-financial compensation, or benefits of any kind that constitute illegal

practice or corruption under Brazilian law and under the legislation of the countries where transactions have been made or legal facts have been practiced, whether directly or indirectly, in relation to the subject matter of the **Agreement**, or otherwise not related to the **Agreement**, and shall also ensure that its agents and collaborators act in the same manner.

3. The use of resources, goods, and funds of illicit or doubtful origin shall be forbidden.

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[Winning Bidder]

[Accredited Representative(s)]

**Appendix 18**  
Non-Existence of Penalty Statement Template

[City], [•] [•], [•].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Invitation to Bid for Concession No. 003/2021 – Non-Existence of Penalty  
Statement**

[Bidder], bearer of Corporate Taxpayer ID No. [Corporate Taxpayer ID], headquartered at [full address], hereby represented by its undersigned **Accredited Representative(s)**, declares, for all intents and purposes and under the penalties of the law, that no penalties of temporary suspension from participation in bidding processes, impediment to contract, or declaration of ineligibility to bid and contract have been imposed by any entity of the Federal, State, District, and Municipal Administration that are still effective.

Sincerely,

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[Bidder]  
[Accredited Representative(s)]



## **Appendix 19**

Draft of the Agreement and corresponding Appendices

These documents shall be made available separately.

**Appendix 20**  
Final Economic Proposal Model

[City], [•] [•], [•].

**TO THE  
STATE OF MINAS GERAIS**

**Ref.: Concession Notice No. 003/2021 – Letter of Ratification of the Final  
Economic Proposal**

The (BIDDER'S NAME AND QUALIFICATION), for the purposes of Concession Notice No. 003/2021, hereby ratifies its Final Economic Proposal, irrevocably and irreversibly proposing the Consideration Value of BRL [•]([•] reais), and the Toll Fare Value of R\$ [•] ([•] reais), in accordance with the terms and conditions contemplated in the Notice.

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[Bidder] [accredited representative(s)]

Appendix 21

B3 S.A. Procedure Manual.