

CONCESSION TENDER NOTICE No. 3/2026

BR-116/324/BA Highway System

Highway BR-324/BA – section extending from its beginning at the access to the Feira de Santana Beltway up to Salvador;

Highway BR-324/BA – section extending from its beginning at the junction with BR-324 (Feira de Santana Beltway) up to the junction with BR-116/BA;

BR-116/BA – section extending from its beginning at the access to the Feira de Santana Beltway up to the BA/MG state line; and

BR-116/BA – section extending from its beginning at the junction with the Vitória da Conquista Ring Road up to the overpass over BR-116/BA.

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Part I – Preamble

The Federal Government, acting through ANTT, hereby announces the terms and conditions of the privatization process under this Concession Invitation to Bid, to be conducted as an international competitive Auction for the purpose of selecting the best proposal for the execution of a public-service Concession Contract for the operation of the Highway System.

This privatization shall be governed by the rules set forth in this **Invitation to Bid** and in its **Annexes**, and by Law No. 8,987 of February 13, 1995; Law No. 9,074 of July 7, 1995; Law No. 9,491 of September 9, 1997, as regulated by Decree No. 2,594 of May 15, 1998; Law No. 10,233 of June 5, 2001; Law No. 13,334 of September 13, 2016; Decree No. 2,444 of December 30, 1997; and, on a subsidiary basis, by Law No. 14,133 of April 1, 2021, and other rules in force on the matter.

The Council of the Investment Partnerships Program of the Presidency of the Republic issued a favorable opinion on the qualification, within the scope of the PPI, of the aforementioned **Highway System**, pursuant to CPPI Resolution No. 342 of July 1, 2025. The **Highway System** in question was qualified as a priority undertaking under the Investment Partnerships Program (PPI) of the Presidency of the Republic and under the National Privatization Program (PND), by means of Decree No. 2,444 of December 30, 1997. The Ministry of Transport approved the Technical, Economic and Environmental Feasibility Studies (EVTEA) by means of Ordinance No. 250 of March 27, 2025. Subsequently, the Executive Secretariat of the Ministry of Transport approved the Concession Plan proposed by ANTT for the concession for the operation of the aforementioned Highway System, pursuant to Ordinance No. 841 of November 13, 2025.

A public hearing was held from April 15, 2025 to May 29, 2025, in compliance with **ANTT** Resolution No. 6,020 of July 20, 2023, with in-person and virtual sessions held on May 5, 2025 in Salvador/BA; on May 6, 2025 in Feira de Santana/BA; on May 8, 2025 in Vitória da Conquista/BA; and on May 20, 2025 in Brasília/DF, notice of which was given to the public by publication in the Federal Official Gazette and on the website www.antt.gov.br, as from April 7, 2025. In order to broaden the opportunities for participation by interested parties, the in-person session held in Brasília/DF was also open to virtual participation.

The criterion for judging the best economic proposal shall be the lowest toll rate, pursuant to Article 15, item I, of Law No. 8,987 of February 13, 1995, as amended by Law No. 9,648 of May 27, 1998, and to Article 34-A, paragraph 2, item IV, of Law No. 10,233 of June 5, 2001. The submission of bids and other documents required for participation in the Auction shall be made through the B3 Auction Platform. The opening of bids in a public session will take place in person at the headquarters of B3 S.A., located at Rua XV de Novembro, 275, Centro, São Paulo, SP, on the dates specified in this Notice.

The **Invitation to Bid** for this privatization, its **Annexes**, as well as all information, studies and projects available concerning the **Highway System** may be obtained on the website of **ANTT**, [www.antt.gov.br], the making available of such information and studies being subject to the rules provided for that purpose in this **Invitation to Bid**.

Part II – Definitions

Para os fins do presente Edital, e sem prejuízo de outras definições aqui estabelecidas, as seguintes definições aplicam-se às respectivas expressões:

- I. **Successful Bidder:** the Bidder that wins the bidding process.
- II. **AGU:** Office of the Attorney General of the Federal Government.
- III. **Annex:** each of the documents annexed to the **Invitation to Bid**.
- IV. **Annex to the Draft Contract:** each of the documents annexed to the **Draft Contract**.
- V. **ANTT:** National Land Transport Agency.
- VI. **Contribution of Restricted Funds:** financial contribution to be made by the **Successful Bidder** and which must be taken into account in the **Written Economic Proposal** and in the **Final Economic Proposal**, in accordance with the **Bid** submitted.
- VII. **Auction Minutes:** minutes published by the **Granting Committee** after the **Public Auction Session**, containing the ranking order of the **Written Economic Proposals**, the **Final Economic Proposal** and any events occurring during the Session.
- VIII. **B3 S.A.:** B3 S.A. – Brasil, Bolsa, Balcão.
- IX. **BNDES:** National Bank for Economic and Social Development.
- X. **Affiliate:** a company subject to the significant influence of another company. Significant influence exists where a party holds or exercises the power to participate in decisions on the financial or operating policies of the investee, without controlling it. Significant influence is presumed where a party holds 20% (twenty percent) or more of the voting capital of the investee, without controlling it.
- XI. **Granting Committee:** committee established by **ANTT** which shall be responsible for examining and judging all documents and for conducting the procedures relating to the **Auction**.
- XII. **Concession:** administrative contract for the delegation of the operation of the infrastructure and of the provision of the public service of restoration, operation, maintenance, monitoring, conservation, implementation of improvements, capacity expansion and maintenance of the level of service of the **Highway System**, under the terms, within the period and subject to the conditions established in the **Draft Contract**, including, but not limited to, **Annex 2** to the **Draft Contract**.
- XIII. **Concessionaire:** **SPE**, as defined below, to be incorporated under the laws of the Federative Republic of Brazil, for the exclusive purpose of operating the **Concession** of the **Highway System**.
- XIV. **Consortium:** a group of companies, jointly and severally liable for the performance of the obligations arising from this bidding process and bound by an Undertaking to Incorporate a Special Purpose Company, in the form of **Annex 5**.

- XV. **Contribution Account:** bank account held by the **Concessionaire** and opened by it for the deposit by the **Successful Bidder** of the amount of **Restricted Funds** set forth in the **Final Economic Proposal**, it being understood that, upon its opening, powers must be granted for the **Contribution Account** to be operated exclusively by **ANTT**, for the purposes and under the terms set forth in the **Contract**.
- XVI. **Contract:** the **Concession** contract for the restoration, operation, maintenance, conservation, implementation of improvements and capacity expansion of the **Highway System**, to be entered into between the **Federal Government**, represented by **ANTT**, and the **Concessionaire**, which shall be governed by the laws of the Federative Republic of Brazil, the draft of which forms Part VII of this **Invitation to Bid**.
- XVII. **Controlled Company:** any legal entity or investment fund whose **Control** is exercised by another person or investment fund, understood as the company in which the **Controlling Company**, directly or through other controlled companies, holds partner rights that permanently ensure it a majority in corporate resolutions and the power to elect the majority of the managers of the **Controlled Company**, pursuant to Article 243, paragraph 2, of Law No. 6,404 of December 15, 1976.
- XVIII. **Controlling Company:** any person or investment fund that exercises **Control** over another person or investment fund.
- XIX. **Control:** the power, held by a person or group of persons bound by a voting agreement or under common control, to, directly or indirectly, individually or jointly: (i) permanently exercise rights ensuring it a majority of votes in corporate resolutions and elect the majority of the managers or officers of another person, investment fund or supplementary pension entity, as the case may be; and/or (ii) effectively direct the corporate activities and guide the functioning of the bodies of another person, investment fund or supplementary pension entity.
- XX. **Accredited Brokers:** brokerage firms authorized to operate on **B3 S.A.** that can be engaged by the **Bidders**, by means of an intermediation agreement, to represent them in all acts relating to the **Auction** before **B3 S.A.**.
- XXI. **Takeover Date:** date of execution of the Instrument of Listing and Transfer of Assets (**Annex 1** to the **Contract**).
- XXII. **Date for Receipt of the Envelopes:** the deadline (date and time) specified in Annex 22 of the Notice for bidders to submit the documents required to participate in the auction through the B3 Auction Platform;
- XXIII. **Toll Discount:** percentage stated in the **Bid** submitted by the **Bidder**, expressed to 2 (two) decimal places, corresponding to the discount applied on a linear basis to the **Basic Toll Rates**, pursuant to Article 15, item I, of Federal Law No. 8,987/1995.
- XXIV. **DNIT:** National Department of Transportation Infrastructure.
- XXV. **Qualification Documents:** the set of documents listed in the **Invitation to Bid**, which must be submitted by the winning **Bidder**, intended to evidence its legal qualification, tax and labor compliance, technical capacity and economic and financial qualification.
- XXVI. **DOU:** Federal Official Gazette.

- XXVII. **Invitation to Bid:** this **Invitation to Bid** for Concession No. 3/2026 and all its **Annexes**.
- XXVIII. **Brazilian Company:** a company organized in accordance with Brazilian law and having its head office and management in Brazil.
- XXIX. **Open Outcry Stage:** stage of the **Auction** conducted by open outcry, in which the **Bidders** may, in accordance with the rules and limitations set forth in this **Invitation to Bid** and in the **Auction Procedures Manual**, submit **Bids** in addition to those contained in the **Written Economic Proposal**.
- XXX. **Bid Guarantee:** the bid security to be submitted by the **Bidders**, under the terms of this **Invitation to Bid**.
- XXXI. **Contract Performance Guarantee:** the guarantee of the due performance of the obligations under the **Contract**, to be maintained by the **Concessionaire** in favor of **ANTT**, in the amounts and under the terms defined in the **Draft Contract**.
- XXXII. **IBGE:** Brazilian Institute of Geography and Statistics.
- XXXIII. **INFRA S.A.:** Federal state-owned company providing planning, project structuring, engineering and innovation services in transportation, created following the merger of Empresa de Planejamento e Logística S.A. (EPL) into VALEC Engenharia, Construções e Ferrovias S.A.
- XXXIV. **IPCA:** Extended National Consumer Price Index published by **IBGE**.
- XXXV. **Bid:** offer made by the **Bidder** comprising a proposed **Toll Discount**, set forth in the **Written Economic Proposal** and within the scope of the **Open Outcry Stage**, if any, under the terms set forth in this **Invitation to Bid**.
- XXXVI. **Auction:** the set of procedures carried out for the privatization and contracting of the **Concession**.
- XXXVII. **Auction Procedures Manual:** document contained in **Annex 21**, forming part of this **Invitation to Bid**, prepared by **B3 S.A.** and approved by **ANTT**, containing guidelines, rules and document templates for the procedures of the **Auction**.
- XXXVIII. **Draft Contract:** draft of the **Contract of Concession**, forming Part VII of the **Invitation to Bid**.
- XXXIX. **Related Parties:** any person that is a **Controlling Company**, **Affiliate** or **Controlled Company**, as well as those so considered under the accounting standards in force.
- XL. **PER:** Highway Operation Program set forth in **Annex 2** to the **Contract**, which covers all conditions, targets, criteria, requirements, mandatory works and minimum specifications determining the obligations of the **Concessionaire**.
- XLI. **Electronic Petitioning:** tool intended for users external to **ANTT** for the purposes of filing petitions and signing documents in electronic proceedings conducted in a specific system, the instructions for enrollment, access and use of which are available on the website of **ANTT** [www.antt.gov.br].
- XLII. **Operational Transition Plan:** planning of the activities necessary to ensure the effective transition of operations, the minimum content of which is set forth in **Annex 19**.

- XLIII. B3 Auction Platform: A digital platform managed, maintained, and operated by B3, to which the documents required to participate in the auction must be submitted.
- XLIV. **National Public Procurement Portal (PNCP)**: official website intended for the centralized and mandatory publication of the acts required by Law No. 14,133/2021
- XLV. **Granting Authority**: the **Federal Government**, pursuant to Law No. 8,987 of February 13, 1995, or an entity designated by it.
- XLVI. **Concession Term**: term of 30 (thirty) years, from the **Takeover Date**.
- XLVII. **Qualified Professional**: professional holding a university degree, to be technically responsible for the provision of the services relating to the **Concession** that is the subject of the **Auction**.
- XLVIII. **Bidder**: any legal entity, investment fund, supplementary pension entity or **Consortium** participating in the **Auction**.
- XLIX. **Written Economic Proposal**: document containing the **Bid** initially submitted by the **Bidder** in the **Auction**, which may be subsequently amended as a result of the **Open Outcry Stage**.
- L. **Final Economic Proposal**: proposal submitted after the last **Open Outcry Stage**, containing the last **Bid** submitted.
- LI. **Extraordinary Revenues**: any supplementary, ancillary or alternative revenues and revenues from associated projects, characterized by sources other than the collection of tolls and financial investments.
- LII. **Toll Revenues**: revenue arising from the collection of the **Toll Rates**, in the manner set forth in the **Contract**.
- LIII. **Restricted Funds**: amounts allocated to the restricted accounts of the **Concession**, for the purpose of forming a contingency reserve, to be used in the manner set forth in the **Contract**.
- LIV. **Accredited Representatives**: persons authorized to represent the **Bidders** in all documents relating to the **Auction**.
- LV. **Public Auction Session**: public session to begin on the date indicated in **Annex 22**, for the opening of the envelope containing the **Written Economic Proposal** delivered by the **Bidders** and any **Open Outcry Stage**.
- LVI. **Highway System**: area of the **Concession** of the **Highway System** described in item 1.2 of this **Invitation to Bid** and detailed in **Annex 2** to the **Draft Contract**, including all of its elements forming part of the right-of-way, in addition to accesses and ramps, buildings and land, central, side, frontage or local lanes, connected directly or by interchange devices to the highway, shoulders, special structures and any other elements located within the limits of the right-of-way, as well as the areas occupied by operational and administrative facilities relating to the **Concession**.
- LVII. **SPE**: special purpose company, to be incorporated by the **Bidder** that wins the **Auction**, in the form of a corporation, which shall enter into the **Contract** with the **Federal Government**, represented by **ANTT**.

- LVIII. **SUSEP:** Superintendence of Private Insurance.
- LIX. **Basic Toll Rate:** amount expressed to 5 (five) decimal places, corresponding to the basic toll rate for category 1 vehicles, taking into account the provisions of item 1.3 of this **Invitation to Bid** and subject to the terms, adjustments and reviews set forth in the **Contract**.
- LX. **Homogeneous Segment:** section of the **Highway System** delimited in **Annex 2** to the **Contract**, the characteristics of which are considered homogeneous for the purposes of road capacity analysis.
- LXI. **Platform User:** an individual designated by the Bidder, registered and authorized on the B3 Auction Platform, with the authority to access the virtual environment linked to the Bidder and to perform, on the Bidder's behalf and under the Bidder's responsibility, the electronic actions necessary to participate in the Auction, including the entry, replacement, and submission of documents and information, in accordance with the rules of this Notice and the Auction Procedures Manual.

Except where the context does not permit such interpretation, the definitions of the **Invitation to Bid** shall apply equally in their singular and plural forms.

Part III – Purpose

1. Purpose of the Invitation to Bid

- 1.1. The purpose of this **Auction** is the **Concession** for the operation of the infrastructure and the provision of the public service of restoration, operation, maintenance, monitoring, conservation, implementation of improvements, capacity expansion and maintenance of the level of service of the **Highway System**, under the terms, within the period and subject to the conditions established in the **Draft Contract** and in the **Annexes** to the **Invitation to Bid** and to the **Contract**.
- 1.2. The subject matter of the bidding process is the granting of the **Concession** of the **Highway System** of BR-116/324 described in **Annex 2** to the **Draft Contract**.
- 1.3. The **Basic Toll Rate** maximum amount to be taken into account for the preparation of the **Written Economic Proposal** is 0.08396/km (eight hundred thirty-nine hundred-thousandths and six millionths of a real per kilometer), relating to the automatic payment rate (TP₁), for single-carriageway Homogeneous Segments, corresponding to the basic toll rate for category 1 of vehicles, at January 2026 prices.
- 1.4. The **Written Economic Proposal** must include the **Bid** submitted in the **Auction**, which may be amended as a result of the **Open Outcry Stage**, under the terms of this **Invitation to Bid**.
- 1.5. All amounts set forth in the **Invitation to Bid** and its **Annexes** are stated at October 2024 prices, except where expressly indicated otherwise.
 - 1.5.1. All updates based on the variation of the **IPCA** set forth in the **Invitation to Bid** and its **Annexes** shall be made in accordance with the following formula: $IPCA_i / IPCA_o$, where $IPCA_o$ means the index number of the **IPCA** for the month of November 2025 and $IPCA_i$ means the index number of the **IPCA** for two months prior to the specific event.

Part IV – Access to Information on the Highway System and on the Auction

2. Acquisition of and Access to the Invitation to Bid and to Information

- 2.1. The **Invitation to Bid**, the **Contract** and its **Annexes** may be obtained on the websites of the **PNCP** [<https://www.gov.br/pncp>] and of **ANTT** [www.antt.gov.br], the making available of such information being subject to the rules provided for that purpose in this **Invitation to Bid**.
- 2.2. The making available of studies, projects and/or other technical documents relating to the **Highway System** shall be carried out on the websites of the **PNCP**, of **ANTT** or by means of **Electronic Petitioning**, without prejudice to the issuance of supplementary access guidelines to be issued by **ANTT**.
- 2.3. **ANTT** shall not be liable for the **Invitation to Bid** or its **Annexes** or other information and studies available on the **Highway System** that have been obtained or become known in a manner or at a location other than as specified in this **Invitation to Bid**.
- 2.4. Obtaining the **Invitation to Bid** or evidencing such obtainment shall not be a condition for participation in the **Auction**, it being essential for that purpose that the **Bidder be aware** of and accept all of its terms and conditions.
- 2.5. The **Bidders** are responsible for the direct analysis of the conditions of the **Highway System** and of all data and information on the operation of the **Concession**.
 - 2.5.1. The information, studies, research, investigations, surveys, projects, spreadsheets and other documents or data relating to the **Highway System** and to its operation, made available by **ANTT**, were carried out and obtained for the exclusive purpose of pricing the **Concession**, and are not, vis-à-vis potential **Bidders**, of any binding nature or of any effect from the standpoint of the liability of the **Granting Authority** towards the **Bidders** or towards the future **Concessionaire**.
- 2.6. Interested parties are responsible for examining all instructions, conditions, requirements, laws, decrees, rules, specifications and regulations applicable to the **Auction** and to the **Concession**, as well as for the direct analysis of the conditions of the **Highway System** and of all data and information on the operation of the **Concession**.
- 2.7. The **Bidders** shall bear their respective costs and expenses incurred in carrying out studies, investigations, surveys, projects and investments relating to the **Auction** or to the contracting process.
- 2.8. Subject to the provisions of items 2.5 to 2.7, the **Bidders** may inspect the **Highway System** that is the subject of the bidding process, by means of technical visits previously scheduled directly with **DNIT** or with the current **Concessionaire**.
 - 2.8.1. The technical visits may be carried out until the date established in the schedule for the receipt of the documentation set forth in sub-item 6.1.
- 2.9. The documentation provided by **ANTT** exclusively to the **Bidders** may not be reproduced, disclosed or used, in whole or in part, for any purposes other than those expressly set forth in the **Invitation to Bid**.
- 2.10. In the event of any discrepancy between the Portuguese and English versions of the documents relating to the **Concession**, the Portuguese version shall prevail.

3. Requests for Clarification

- 3.1.** Should any interested party require supplementary clarification, it shall request it from **ANTT** within the period indicated in **Annex 22** to this **Invitation to Bid**, by means of **Electronic Petitioning**, containing a text file in “.doc” or “.docx” format, compressed into a folder in “.zip” format, with the questions formulated in accordance with the form contained in **Annex 1**.
- 3.2.** **ANTT** shall not answer questions that have been formulated in a manner not in compliance with the provisions of the preceding sub-item, nor questions unrelated to the interpretation of the documents of the **Invitation to Bid**
- 3.3.** The answers of **ANTT** to such supplementary clarifications shall be published on the website [www.antt.gov.br], without identification of the source of the question.
- 3.4.** All answers of **ANTT** to the requests for clarification made under this item shall be recorded in minutes, which shall form an integral part of this **Invitation to Bid**, and shall be made available within the period set forth in **Annex 22** to this **Invitation to Bid**, or, in the event of a change to the date for delivery of the proposals, at least 10 (ten) business days before the date set for the delivery of the documents for the **Auction**.

4. Challenges to the Invitation to Bid

- 4.1.** Under penalty of forfeiture of the right, any challenge to the **Invitation to Bid** must be filed no later than 3 (three) business days before the start date of the **Public Auction Session**.
- 4.2.** Challenges to the **Invitation to Bid** must be addressed to the chair of the **Granting Committee** and filed by means of **Electronic Petitioning**, within the period referred to in the preceding sub-item and subject to the legal conditions.
- 4.3.** A challenge filed in a timely manner shall not prevent the interested party from participating in the **Auction** until the decision of the **Granting Committee**.
- 4.4.** **ANTT** shall review and respond to the challenges submitted within 3 (three) business days from their filing, limited to the last business day preceding the **Public Auction Session**, by means of publication on the website of **ANTT**, as set forth in the sole paragraph of Article 164 of Law No. 14,133 of April 1, 2021.

5. Conditions of Participation

- 5.1.** The following may participate in the **Auction**, individually or in a **Consortium**, in accordance with the terms of this **Invitation to Bid**:
- I.** Brazilian or foreign legal entities;
 - II.** supplementary pension entities; and
 - III.** investment funds.
- 5.2.** The following may not participate in the **Auction**, individually or in a **Consortium**, in accordance with the terms of this **Invitation to Bid**:
- I.** a legal entity declared unfit by act of the Public Authorities;
 - II.** a legal entity barred or suspended from participating in bidding processes or contracting with the Public Administration;
 - III.** a legal entity that has been sentenced, by a final and unappealable court decision, to the penalty of disqualification from rights due to the commission of environmental crimes, as set forth in Article 10 of Law No. 9,605 of February 12, 1998;
 - IV.** a legal entity whose officer(s) or technical manager(s) hold(s) or has (have) held a permanent position or employment at **ANTT**, at **BNDES**, at **Infra S.A.**, at the Ministry of Transport, or a position of management, senior advisory or intermediate assistance of the **Federal Government**, in the last 180 (one hundred and eighty) days preceding the date of publication of the **Invitation to Bid**;
 - V.** a legal entity whose officer falls within any of the situations set forth in sub-item “e” of item I of Article 1 of Supplementary Law No. 64 of May 18, 1990, except in cases of crimes subject to private criminal prosecution, negligent crimes or those defined by law as of lesser offensive potential;
 - VI.** a legal entity whose officer has been convicted of administrative improbity;
 - VII.** a legal entity that held direct or indirect control over a Special Purpose Company holding a concession that was subject to forfeiture declared in the last 5 (five) years; or
- 5.3.** Participation in the **Auction** implies the full and unconditional acceptance of all terms, provisions and conditions of the **Invitation to Bid**, of the **Annexes** to the **Invitation to Bid**, of the **Procedures Manual**, of the **Draft Contract** and of the **Annexes** to the **Draft Contract**, as well as of the other rules applicable to the **Auction**.
- 5.4.** In the event of a conflict, the terms, provisions and conditions of the **Invitation to Bid** shall prevail over the provisions of the **Annexes** to the **Invitation to Bid**.
- 5.5.** Should the **Bidder** be a foreign company, the following rules must be observed, without prejudice to others contained in the remainder of the **Invitation to Bid**:
- I.** The **Bidders** that are foreign legal entities must submit, both for individual participation and for participation in a **Consortium**, the documents equivalent to

the qualification documents in unofficial translation, a sworn translation being required at the time of execution of the **Contract**, pursuant to Article 70, sole paragraph, of Law 14,133/2021, and Article 20-A of Normative Instruction No. 3/2018 of the Ministry of Planning, Development and Management.

- (a) For the purposes of execution of the **Contract**, foreign companies from States that are signatories to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil by means of Decree No. 8,660 of January 29, 2016, must submit apostilled documents translated by a sworn translator
 - (b) Foreign companies from other States may replace the apostille with the authentication of the documentation by the Brazilian consular authority in their country of origin, pursuant to the Consular and Legal Service Manual issued by the Ministry of Foreign Affairs.
 - (c) Documentation authenticated in the manner set forth in sub-item b above must also be translated by a sworn translator.
- II. The **Bidders** that are foreign legal entities must submit a declaration in accordance with the form contained in **Annex 16** – Form of Letter of Declaration of Foreign **Bidder**, certifying the correlation between the legal and administrative documents and their validity periods normally required in bidding processes in Brazil and the corresponding documents in the country of origin.
- III. The equivalent qualification documents must be submitted in a manner that allows the analysis of their validity and enforceability.
- IV. In the event that documents equivalent to those requested in this **Invitation to Bid** do not exist, or that there is no body in the country of origin to authenticate them, the **Bidder** must submit a declaration informing such fact, in accordance with the form of **Annex 16** – Form of Letter of Declaration of Foreign **Bidder**.
 - (a) Should any of the documents required for participation in this **Invitation to Bid** fall within the situation set forth in the preceding item, the declaration contained in **Annex 5**, sub-item 11.3, must be supplemented by the corresponding declaration of absence of enforceable tax and labor debts.
- V. The **Bidders** shall be liable in civil, administrative and criminal terms for the truthfulness of the declarations referred to above.
- VI. The legal representative of the **Bidders** that are foreign legal entities shall be the person legally accredited and domiciled in Brazil, with express powers, by means of a power of attorney executed as a public or private instrument, to receive service of process and to respond administratively and judicially in Brazil, as well as to represent the Bidder in all phases of the process, such conditions to be expressly indicated in its legal qualification documents.
 - (a) The power of attorney must be issued in the official language of the country of origin of the Bidder and duly apostilled if issued by a business company headquartered in a State that is a signatory to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil by Decree No. 8,660 of January 29,

2016, or legalized by the relevant consulate, subject to the provisions of item 5.5.I. In both cases, a sworn translation, including a translation of the apostille or consular legalization, shall be required, and the document must be registered with the Registry of Deeds and Documents.

- 5.6.** Subject to the provisions of item 5.5.VI(a), which addresses the power of attorney granted to the legal representative of the **Bidder** in Brazil, specifically for the purposes of participation in the **Auction**, registration of the sworn translation of the other foreign documents of the **Bidder**, including the apostille, with the Registry of Deeds and Documents is waived.
- 5.7.** Should the **Bidder** be a **Consortium**, the following rules must be observed, without prejudice to others contained in the remainder of the **Invitation to Bid**:
- I. each consortium member must individually meet the requirements relating to legal, tax and labor compliance and to economic and financial qualification contained in **Annex 5** to the **Invitation to Bid**;
 - II. the technical qualification requirements must be met by the **Consortium**, through any of the consortium members individually or by the sum of the technical qualifications submitted by the consortium members;
 - III. the disqualification and the debarment of any consortium member shall result in the automatic disqualification/debarment of the **Consortium**;
 - IV. there is no limit to the number of members for the formation of the **Consortium**;
 - V. no **Bidder** may participate in more than one **Consortium**, whether through its **Affiliates**, **Controlling Companies**, **Controlled Companies** or companies under common control, even with different percentages, under penalty of disqualification from the bidding process, regardless of the phase in which this is discovered;
 - VI. should a **Bidder** participate in a **Consortium**, it, its **Related Parties** and companies under common control shall be barred from participating individually in the **Auction**;
 - VII. the inclusion, replacement, withdrawal or exclusion of consortium members shall not be permitted until the execution of the **Contract**, nor shall any change in the proportion of participation of the consortium members;
 - VIII. participation by a **Consortium** formed exclusively by foreign companies is permitted; and
 - IX. the joint and several liability of the consortium members shall cease, for the purposes of the obligations assumed by virtue of the **Auction**:
 - (a) where the **Consortium** was the winning **Bidder**, upon execution of the **Contract**; and
 - (b) where the **Consortium** was not the winning **Bidder**, upon execution of the **Contract** by the winner of the bidding process.
- 5.8.** In addition to other documents required by the **Invitation to Bid**, the participation of the **Bidder** under a **Consortium** arrangement is subject to the submission of an undertaking

to incorporate an **SPE**, executed by the consortium members, under the terms of **Annex 5**.

- 5.9. The performance of acts by the **Bidders** in each stage of the **Auction** is subject to preclusion, and the exercise of rights relating to stages of the **Auction** already completed is prohibited, except in the cases permitted in the **Invitation to Bid**.

6. Form of Submission of the Documentation

- 6.1. The **Bid Guarantee** and the **Written Economic Proposal** must be (i) delivered on the **Date for Receipt of the Envelopes** set forth in **Annex 22** on the B3 Auction Platform:

- I. VOLUME 1 – BID GUARANTEE
- II. VOLUME 2 - WRITTEN ECONOMIC PROPOSAL

- 6.2. The **Qualification Documents** must be delivered only by the winning **Bidder**, on the date set forth in **Annex 22** by means of **B3 Auction Platform**.

- 6.3. Each of the volumes of the **Bid Guarantee**, of the **Written Economic Proposal** and of the **Qualification Documents** must be submitted separately, with all pages numbered sequentially, including separator pages, catalogs, drawings or the like, if any, regardless of whether each volume is composed of more than one binder, from the first to the last page, so that the numbering of the last page of the last binder reflects the total number of pages of each volume, no amendments, erasures, interlineations or qualifications being permitted.

- 6.3.1. The pages subject to numbering shall be those containing content.

- 6.4. Each volume shall contain a page with its own closing statement, which shall not be numbered.

- 6.5. All pages of the **Bid Guarantee**, of the **Written Economic Proposal** and of the **Qualification Documents** must be initiated by one of the **Accredited Representatives**.

- 6.6. Except where expressly authorized in this **Invitation to Bid**, the documents must be submitted in accordance with the forms contained in the **Invitation to Bid**, where applicable.

- 6.7. Any failures in delivery or formal defects in the documents forming part of the **Bid Guarantee**, of the **Written Economic Proposal** and of the **Qualification Documents** may be remedied in accordance with the terms of sub-item 13.2.II, within a period established by the **Granting Committee**.

- 6.8. The documents must be submitted in clear language, without amendments, erasures, interlineations or qualifications, and must comply with the following rules regarding language:

- I. all documents relating to the **Auction** must be submitted in the Portuguese language and all documentation shall be understood and interpreted in accordance with such language; and
- II. in the case of documents in a foreign language, only their translations into Portuguese shall be considered when made by a sworn public translator and with confirmation of authenticity issued by the diplomatic or consular representation of Brazil in the country of origin of the document, or by means of the affixing of

an apostille, pursuant to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil by means of Decree No. 8,660 of January 29, 2016.

- 6.8.1. The delivery of the documents for the **Auction** by post or by any other means not set forth in this item shall not be permitted 6.
- 6.9. The **Bidders** shall bear all costs relating to the preparation and submission of the volumes of the **Bid Guarantee**, of the **Written Economic Proposal** and of the **Qualification Documents**, and **ANTT** shall not be liable, under any circumstances, for such costs, whatever the procedures followed in the **Auction** or their results.
- 6.10. The requirement of notarization of signatures on declarations, powers of attorney (including, without limitation, those set forth in items 10.1.2 and 10.2.1) and **Written Economic Proposal**, and of authentication of documents required from the **Bidders**, is waived, in compliance with Law No. 13,726 of October 8, 2018.
- 6.11. Documents must be submitted in their native digital format or clearly scanned in .pdf format, with no access restrictions.
- 6.12. It will not be necessary to convert the documentation into electronic form.
- 6.13. The **Granting Committee** may, at its discretion and at any time during the Auction, request the submission of original documents if necessary to satisfy itself as to the integrity of the digitized documentation uploaded to the B3 Auction Platform.
- 6.14. Any disconnection of a Bidder from the B3 Auction Platform shall not affect the validity of document submissions or other actions performed electronically.

7. **B3 Auction Platform**

- 7.1. All Bidders must, by the document submission deadline, be registered on the B3 Auction Platform, which can be done at any time at <https://leilao.paradigmabs.com.br/leilao-b3/Default.aspx>.
- 7.2. Platform Users assigned to Bidders during the registration process on the B3 Auction Platform must prove that they have the authority to represent the Bidder in handling information within the system, in accordance with the instructions in the B3 Procedures Manual.
 - 7.2.1. A Platform User is not to be confused with the Accredited Representative provided for in this Notice, although such a user may perform both roles in the Auction, acting as the Bidder's user on the B3 Auction Platform and as an Accredited Representative.
- 7.3. Registration for access as a Bidder on the B3 Auction Platform by any interested party does not constitute a commitment to participate in the Auction; it is merely a necessary step to access the virtual environment where documents will be submitted.
- 7.4. Bidders shall be responsible for ensuring a stable connection to the B3 Auction Platform during the actions to be performed on it.
- 7.5. Bidders must follow the instructions for navigating the B3 Auction Platform contained in the B3 Procedures Manual.
- 7.6. Interested parties may not claim ignorance of how the B3 Auction Platform operates as a basis for errors in uploading files to the system.

- 7.7. It is the sole responsibility of the Bidders to take all necessary steps to register for and access the B3 Auction Platform, as well as to upload the required documentation, in accordance with the provisions of this Notice.
- 7.8. Any questions regarding the use of the B3 Auction Platform should be directed to B3 via email at leiloes@b3.com.br.

8. Bid Guarantee

- 8.1. The **Bid Guarantee** must be provided in the minimum amount of 128,937,086.26 (one hundred twenty-eight million, nine hundred thirty-seven thousand, eighty-six reais and twenty-six centavos), at January 2026 prices, and may be provided in cash, government bonds, a surety bond, a bank guarantee or a single-payment capitalization bond, redeemable for its full amount.
- 8.2. The **Bid Guarantee** must have a validity of at least 1 (one) year as from the **Date for Receipt of the Envelopes**, and its validity period must be extended for a period of 1 (one) year, at least 15 (fifteen) days before its expiration, at the expense of the **Bidders** themselves, should it expire before the date of execution of the **Contract**, under penalty of disqualification from this **Auction**, if so requested by the **Granting Committee** and if the **Bidder** has expressed its interest in remaining in the bidding process.
 - 8.2.1. In the event of renewal, the **Bid Guarantee** shall be adjusted by the variation of the **IPCA**, in accordance with the formula set forth in item 1.5.1, considering as the specific event the month of renewal of the **Bid Guarantee**.
 - 8.2.2. The maintenance of the qualification conditions of the **Bidder** is subject to the due renewal of the respective **Bid Guarantee**, under the terms set forth in sub-item 8.2.
- 8.3. The **B3 S.A.** shall advise the **Granting Committee** in the analysis of the regularity and effectiveness of the **Bid Guarantees** submitted in accordance with the **Auction Procedures Manual**, the result of which shall be communicated on the date set forth in this **Invitation to Bid**.
- 8.4. The **Bidders** must also observe the following conditions when providing the **Bid Guarantee**:
 - I. The **Bid Guarantees** submitted in the form of a surety bond and a bank guarantee must contain the minimum content or follow the form contained, respectively, in **Annexes 2 and 3**, in their original form (copies of any kind shall not be accepted, although submission of the digital counterpart of surety bond policies certified by **SUSEP** is permitted) and must have their amount expressed in reais, bearing the signature of the officers of the issuing company, which may be a digitally certified signature in the case of a policy issued in that manner, and must comply with the registration of the insurers as established in the **Auction Procedures Manual**;
 - II. In the case of a Bid Bond in the form of a bank guarantee, in addition to submitting a scanned copy to the B3 Auction Platform on the Envelope Receipt Date, the Bank Guarantee Letter must be delivered in person in its original physical form no later than one business day prior to the date of the **Public Auction Session**;
 - III. Should the **Bid Guarantee** be provided in government bonds, only the following shall be accepted: National Treasury Bills – LTN, Treasury Financial Bills – LFT,

National Treasury Notes – series C – NTN-C, National Treasury Notes – series B principal – NTN-B Principal or National Treasury Notes – series F – NTN-F;

- IV. For the provision of the **Bid Guarantee**, single-payment capitalization bonds redeemable for their full amount shall be accepted, subject to the rules established in the **Auction Procedures Manual**;
 - V. In the case of a cash deposit, the deposit must be made at a branch of Caixa Econômica Federal designated by the **Bidder**, in the manner set forth in the **Auction Procedures Manual** and in the applicable legislation;
 - VI. The **Bid Guarantee** must be accompanied by a cover letter in accordance with the form contained in the **Auction Procedures Manual**, signed by the **Accredited Broker**;
 - VII. If the **Bidder** participates individually, the **Bid Guarantee** must be submitted in its own name;
 - VIII. If the **Bidder** is a **Consortium**, the **Bid Guarantee** must be submitted in the name of one or more consortium members and must expressly indicate the name of the **Consortium** and of all consortium members with their respective percentage interests, regardless of whether the **Bid Guarantee** has been provided by one or more consortium members. In such case, the contribution of the total amount due, segregated among the consortium members, is also permitted, and each of them may elect one of the forms of guarantee, without prejudice to the election, by the other consortium members, of a different form;
 - IX. The **Bidder** must submit the Intermediation Agreement between the **Accredited Broker** and the **Bidder**, in accordance with the form contained in the **Auction Procedures Manual**, duly signed by the **Accredited Broker**;
 - X. The **Bidder** must submit the representation documents and the declaration of independent preparation of the **Written Economic Proposal**, in accordance with the form contained in **Annex 15**, duly signed by the **Accredited Representative**.
- 8.5. Where the **Bid Guarantee** is provided by means of government bonds, for the purposes of calculating the minimum amount, under the terms of sub-item 8.1, the economic value shall be considered, as defined by the Ministry of Finance and determined by **B3 S.A.**.
- 8.6. The volume of the **Bid Guarantee** must contain, as applicable:
- I. the documents evidencing the transfer of the government bonds given as guarantee to **ANTT**, in the manner set forth in the **Auction Procedures Manual** and in the applicable legislation;
 - II. the bank guarantee instrument;
 - III. the surety bond policy; or
 - IV. proof of deposit in reais under the terms of sub-item 8.4.IV.
- 8.7. The **Bidders** that fail to submit the **Bid Guarantee** under the conditions established in this **Invitation to Bid** and in the **Auction Procedures Manual** shall be barred from participating in the **Auction** and shall have their other documents returned.
- 8.8. The **Bid Guarantee** shall be returned, within 15 (fifteen) days, to the **Bidder**:
- I. that has been declared the winner, after the date of execution of the **Contract**;

- II. that has not been declared the winner, after the date of execution of the **Contract**;
- III. that withdraws from the bidding process as from 1 (one) year after the opening of the bidding procedure, from the notice of withdrawal;
- IV. in the event that the lot receives no bids and all **Bidders** are debarred, after the administrative decision; or
- V. in the event of revocation, suspension or annulment of the bidding procedure, after the publication of the respective administrative or judicial decision.

8.9. The **Bid Guarantee** may be enforced in the event of total or partial default by the **Bidders** on the obligations assumed by them by virtue of their participation in the **Auction**, upon notice from **ANTT** to the defaulting **Bidders** and to their respective insurers, the right to due process and full defense being ensured, without prejudice to the other penalties set forth in the **Invitation to Bid** or in the legislation, including, but not limited to, the following events:

- I. failure to submit, or submission of, a **Written Economic Proposal** that does not meet all of the requirements established in the applicable legislation and in the **Invitation to Bid**;
- II. failure by the winning **Bidder** to submit, or submission by it of, the **Qualification Documents** in a manner not in compliance with the provisions of the **Invitation to Bid**, except as provided in sub-item 6.7;
- III. failure by the **Successful Bidder** to comply with the obligations preceding the execution of the **Contract**;
- IV. refusal by the **Successful Bidder** to execute the **Contract**;
- V. performance by the **Bidder** of acts intended to frustrate the objectives of the **Auction**;
- VI. debarment or disqualification of the **Bidder**, should fraud be found in the **Qualification Documents**, as set forth in sub-item 15.3.2.
- VII. coverage of fines, penalties and indemnities that may be owed by the **Bidders** to **ANTT**, by virtue of their participation in the **Auction**, from the date of submission of the **Bid Guarantee** until the period set forth in sub-item 8.8, without prejudice to the application of other penalties and to residual liability for any amount exceeding the **Bid Guarantee**; and
- VIII. withdrawal of the proposal by the **Bidder** within one year from the opening of the bidding procedure.

8.10. The **Bid Guarantee** may not contain any clause excluding any liabilities incurred by the guarantee holder in relation to participation in the **Auction**, subject to any exceptions set forth in the regulations of **SUSEP**, in the case of a surety bond.

8.11. Any modification of the terms and conditions of the **Bid Guarantee** submitted to **ANTT** is prohibited, except with its express prior consent at the time of its renewal or for the restoration of its economic value and enforceability conditions.

8.12. The amount referred to in sub-item 8.1 shall be updated by the **IPCA**, based on the formula set forth in item 1.5.1, considering as the specific event that of the month set forth in the schedule for the **Date for Receipt of the Envelopes**, as informed by the **Granting Committee** on the website of **ANTT**.

9. Contributions

9.1. The **Written Economic Proposal** must take into account the **Contributions** and obligations referred to in this item.

9.1.1. The **Successful Bidder** must take into account, in the preparation of its **Written Economic Proposal**, the obligation to deposit, as additional **Restricted Funds** in the **Contribution Account**, the amounts set forth in the table below for each 1% (one percent) of **Toll Discount** presented in its **Bid**, as a condition for the execution of the **Contract**:

Toll Discount	Contribution of Restricted Funds per percentage point of Toll Discount
0 ≤ Discount ≤ 18%	No additional Contribution
18% < Discount ≤ 23%	143,001,735.76 (one hundred forty-three million, one thousand, seven hundred thirty-five reais and seventy-six centavos)
23% < Discount ≤ 30%	171,602,082.91 (one hundred seventy-one million, six hundred two thousand, eighty-two reais and ninety-one centavos)
Discount > 30%	214,502,603.63 (two hundred fourteen million, five hundred two thousand, six hundred three reais and sixty-three centavos)

9.1.2. The calculation of the **Contribution of Restricted Funds** referred to in the sub-item above shall take into account, on a cumulative basis, the percentage contained in each of the **Toll Discount** brackets applicable in the table above, and the **Contribution of Restricted Funds** shall be calculated on a proportional basis where the percentage of **Toll Discount** is not a whole number.

9.2. Considering the use of the **Restricted Funds** as a contingency reserve of the **Concession**, which must have liquidity for their immediate allocation under the terms of the **Contract**, the use of court-ordered debt securities (precatórios) for their payment is prohibited.

9.3. Prior to the execution of the **Contract**, the **Successful Bidder** must evidence to **ANTT**:

9.3.1. The subscription of the share capital of the **SPE**, in Brazilian currency, in the sum of the following amounts:

- (a) R\$ 791,340,433.89 (seven hundred ninety-one million, three hundred forty thousand, four hundred thirty-three reais and eighty-nine centavos) as the mandatory minimum share capital; and
- (b) the amount of the **Contribution of Restricted Funds** set forth in item 9.1.1, subject to item 9.3.3.

9.3.2. The payment-in of the share capital of the **SPE**, in Brazilian currency, in the sum of the following amounts:

- (a) (a) R\$ 395,670,216.95 (three hundred ninety-five million, six hundred seventy thousand, two hundred sixteen reais and ninety-five centavos),

as the first installment of the payment-in of the mandatory minimum share capital; and

- (b) the amount of the **Contribution of Restricted Funds** set forth in item 9.1.1, subject to item 9.3.3.

9.3.3. Should there be a net raising of third-party capital for the **Contribution of Restricted Funds** prior to the execution of the **Contract**, the share capital to be subscribed and paid in shall be reduced in proportion to the amount of the net raising of third-party capital, up to a limit of 50% (fifty percent) of the amount relating to the **Contribution of Restricted Funds**.

- (a) Net raising of third-party capital means the difference between (i) the financial resources transferred to the **Concessionaire** arising from credit facility agreements, issuance of debentures, promissory notes, among others, entered into by the **Concessionaire** with a party not related to its economic group, with a term exceeding 2 (two) years; and (ii) payments made as interest, amortization and charges on debts or loans assumed by the **Concessionaire**.

9.3.4. In the event of a reduction of the amount, the net raising of third-party capital must be evidenced within the period set forth in item 17.3.

9.4. As a requirement set forth in the **Contract**, the **SPE** must evidence to **ANTT**, within a period of 1 (one) year from the **Takeover Date**, the payment-in of its share capital, in Brazilian currency, in the amount R\$ 395,670,216.95 (three hundred ninety-five million, six hundred seventy thousand, two hundred sixteen reais and ninety five centavos), as the second installment of the payment-in of the mandatory minimum share capital.

9.5. All amounts referred to in item 9 shall be updated by the **IPCA**, based on the formula set forth in item 1.5.1, considering as the specific event that of the month of the actual **Contributions**.

10. Representatives of the Bidders and Declarations

10.1. Accredited Representatives

10.1.1. Each **Bidder** may have up to 2 (two) **Accredited Representatives**.

10.1.2. The volume of the **Bid Guarantee** must contain the following documents to evidence the powers of representation of the **Accredited Representatives**:

- (a) in the case of Brazilian companies, a power of attorney evidencing powers to perform, on behalf of the **Bidder**, all acts relating to the **Auction**, in accordance with the form contained in **Annex 12**, accompanied by the documents evidencing the powers of the grantor(s) – as per the latest amendment filed with the commercial registry or competent notary office;
- (b) in the case of a **Consortium**, the power of attorney referred to above must be granted by the leading company, and shall be accompanied by (i) designation of the leading company as responsible for the acts performed by the **Consortium** before **ANTT**, (ii) powers of attorney granted by the consortium members to the leading company, also in accordance with **Annex 14**, and (iii) documents evidencing the powers

of all grantors (as per the latest amendments filed with the commercial registries or competent notary offices); or

- (c) in the case of a foreign company, a power of attorney granted to a legal representative residing and domiciled in Brazil, evidencing powers to perform, on behalf of the **Bidder**, all acts relating to the **Auction**, with express powers to receive service of process and notices, to represent the **Bidder** administratively and judicially, as well as to enter into settlements and waive rights and, where applicable, to sub-delegate the appropriate powers to the **Accredited Representative(s)**, in accordance with the form of **Annex 13**. It must be accompanied by documents evidencing the powers of the grantors, with the signature(s) duly acknowledged as genuine by a notary or other entity, in accordance with the legislation applicable to the documents, pursuant to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil by means of Decree No. 8,660 of January 29, 2016, in the case of a business company headquartered in a signatory country
- (d) Alternatively, the documentation referred to in item (c) above must be acknowledged by the Brazilian consular representation of the country of origin. In both cases, the documents must be translated into Portuguese by a sworn public translator and registered with the Registry of Deeds and Documents (as per the latest amendment filed with the commercial registry, competent notary office or equivalent requirement of the country of origin).

10.1.3. The **Accredited Representatives** may participate in the Public Auction Session if the bidder does not choose to be represented by the Accredited Brokers.

10.1.4. The **Accredited Representatives** must sign all declarations and documents referred to in this **Invitation to Bid**, including the intermediation agreement between the **Accredited Broker** and the **Bidder**.

10.1.5. Each **Accredited Representative** may act as representative of only one **Bidder**.

10.1.6. Where the **Bidder** has 2 (two) **Accredited Representatives** with powers of individual representation, without any order of appointment, the declarations and documents set forth in this **Invitation to Bid** may be signed by only one of them.

10.2. Accredited Brokers

10.2.1. The Bidder may be represented by an Accredited Broker.

10.2.2. The intermediation agreement between the **Accredited Broker** and the **Bidder**, which shall have the minimum content specified in the **Auction Procedures Manual**, must have a copy submitted together with the documents referred to in sub-item 10.1.2, accompanied by the corporate act and/or power of attorney evidencing the powers of the persons who signed such agreement.

10.2.3. The **Accredited Brokers** may represent the **Bidders** before **B3 S.A.** and in the acts of the **Public Auction Session**.

- 10.2.4.** Each **Accredited Broker** may act as representative of only one **Bidder** and each **Bidder** may be represented and participate in the **Auction** through only one **Accredited Broker**.

11. Written Economic Proposals

- 11.1.** The volume of the **Written Economic Proposal** must contain the Cover Letter for the **Written Economic Proposal**, duly signed, in accordance with the form contained in **Annex 4** and the documents indicated in this item 1.
- 11.2.** In its **Written Economic Proposal**, the **Bidder** must propose the **Bid** initially submitted, which may be amended as a result of the **Open Outcry Stage**, if any, in the manner set forth in this **Invitation to Bid**.
- 11.3.** The **Written Economic Proposal** must take into account the following assumptions:
- I.** all investments, taxes, costs and expenses, including, but not limited to, financial expenses, necessary for the operation of the **Concession**, as set forth in the **Contract**, **PER** and other **Annexes** to the **Invitation to Bid** and **Contract**, disregarding any tax benefit, with the exception of the one indicated in item VIII below;
 - II.** the levy of a 5% (five percent) rate on the annual toll revenue and on the annual extraordinary revenue, relating to the Tax on Services of Any Nature – ISSQN for all municipalities;
 - III.** the risks to be assumed by the **Concessionaire** by virtue of the operation of the **Concession**, described in the **Invitation to Bid** and in the **Draft Contract**, as well as in the applicable legislation;
 - IV.** all revenues arising from the receipt of the **Toll Rate** at the amount of the rate for automatic payment;
 - V.** in the event of receipt of the **Toll Rate** on a single-transaction basis, the difference between this and the corresponding **Toll Rate** for automatic payment shall be used in full for the performance of the obligations assumed by the **Granting Authority** in the Free Flow toll collection system;
 - VI.** the **Concession Term**;
 - VII.** that all planned investments be fully depreciated and amortized during the **Concession Term**;
 - VIII.** the amount of the investments set forth in the **PER** shall be subject to a discount arising from the tax benefits of REIDI – Special Incentive Regime for Infrastructure Development, in accordance with the relevant legislation, from the time of initial enrollment in the regime until the end of the **Concession Term**;
 - IX.** the commitments assumed in terms of **Contributions of Restricted Funds**, in accordance with item 9 of this **Invitation to Bid**;
 - X.** the inclusion of all costs necessary to meet the labor rights ensured under the Federal Constitution, labor laws, sub-statutory rules, collective bargaining agreements and conduct adjustment agreements in force on the date of delivery of the proposals;

- XI. the legislation in force on the date of the **Written Economic Proposal**, for the purposes of the risks assumed by the **Granting Authority** relating to taxes or legal charges; and
 - XII. that, in the event of receipt of a single-transaction **Toll Rate**, the difference between this and the corresponding automatic **Toll Rate** shall be used in full for the performance of the obligations assumed by the **Granting Authority** under the **Free Flow System**.
- 11.4. The **Written Economic Proposal** must be valid for 1 (one) year, from the **Date for Receipt of the Envelopes**, and during such period all of its conditions must be maintained. The **Granting Committee** may, at its discretion, request the **Bidders** to extend the validity of the **Written Economic Proposal** should the bidding process last more than one year.
- 11.5. The **Written Economic Proposals** shall be unconditional, irrevocable and irreversible.
12. **Qualification Documents**
- 12.1. The volume of the **Qualification Documents** must contain the documents indicated in **Annex 5**.
13. **Granting Committee**
- 13.1. The **Auction** shall be judged by the **Granting Committee**, which shall be responsible for conducting the work necessary for the holding of the **Auction**.
- 13.1.1. The **Granting Committee** may request assistance from the **AGU**, from the Ministry of Transport, from the Ministry of Finance, from **BNDES**, from **Infra S.A.** and from **B3 S.A.**, as well as from other members of **ANTT** who are not part of the **Granting Committee**.
- 13.2. In addition to the prerogatives implicitly arising from its legal function, the **Granting Committee** may:
- I. request the **Bidders**, at any time, to provide clarification on the documents submitted by them;
 - II. adopt criteria for remedying formal defects and supplementing deficiencies in the course of the **Auction**;
 - III. carry out investigations intended to clarify or supplement the record of the **Auction**, the subsequent inclusion of any document or information that should have originally been contained in the documents submitted by the **Bidder** being prohibited, subject to the provisions of sub-item 11.4;
 - IV. extend the periods dealt with in the **Invitation to Bid**, in the event of public interest, fortuitous event or force majeure; and
 - V. in the event of an amendment that unequivocally affects the preparation of the **Written Economic Proposals**, change: (i) the date initially scheduled for delivery of the **Bid Guarantee**, of the **Written Economic Proposal** and of the **Qualification Documents**, and (ii) the date initially scheduled for the opening of the envelopes and the judgment of the proposals, subject to the minimum period set forth in the applicable legislation.
- 13.2.1. The Granting Committee shall set a deadline for the Bidder to complete the required procedures and to submit, supplement, or correct the documentation and information necessary to remedy the identified deficiencies or shortcomings; this deadline

may be extended, by a reasoned decision of the Committee, for an equal period, when the circumstances of the case so warrant.

13.2.2. The actions taken by the Granting Committee may not result in the creation of any requirement not provided for in the Request for Proposals, pursuant to Article 64 of Federal Law No. 14,133/2021.

13.2.3. Pursuant to Article 64, paragraph 1, of Federal Law No. 14,133/2021, minor clerical errors may be corrected by a reasoned decision of the Granting Committee itself, when it is not necessary to undertake the proceedings referred to in item 13.2III above.

- 13.3. Any amendment to the **Invitation to Bid** shall be published in the **DOU** and through the other means used to make the documentation available and will result in the full reinstatement of the same deadlines as those for the original acts and procedures, except when the change does not affect the formulation of the proposals, in accordance with applicable law.
- 13.4. The unjustified refusal to provide clarification and documents and to comply with the requirements requested by the **Granting Committee**, within the periods determined by it and in accordance with the terms of this **Invitation to Bid**, may give rise to the disqualification/debarment of the **Bidder**, without prejudice to the provisions of sub-item 8.9.

14. Receipt of the Volumes and Public Auction Session

- 14.1. The receipt of the volumes and the **Public Auction Session** shall follow the order of events and schedule indicated in **Annex 22**.
- 14.2. The **Bidders** that qualify shall be those whose **Written Economic Proposals** meet all of the requirements established in the applicable legislation and in the **Invitation to Bid**.
- 14.2.1. Should it be found, before the electronic opening of the **Written Economic Proposals**, that the **Bid Guarantee** does not meet the minimum amounts required in the **Invitation to Bid**, the **Bidder** shall be disqualified and its **Written Economic Proposal** shall be discarded by the **Granting Committee**.
- 14.2.2. Should the event set forth in item 14.2.1 occur, the disclosure of the discarded **Written Economic Proposals** shall be carried out in the same manner and within the same period as the disclosure of the **Bid Guarantees** that were not accepted, without prejudice to the application of the penalties set forth in this **Invitation to Bid**.
- 14.2.3. The **Granting Committee** shall disqualify the **Bidder** whose **Written Economic Proposal** does not meet all of the requirements established in the applicable legislation and in the **Invitation to Bid**, as well as the Bidder whose offer is subject to any condition or term not set forth in this **Invitation to Bid**.
- 14.2.4. The **Written Economic Proposals** must include the **Bid** initially submitted by the **Bidder**, containing the **Toll Discount**.
- 14.2.5. The **Written Economic Proposals**, in order to be considered valid, must necessarily contain an initial **Bid** corresponding to a **Toll Discount** equal to or greater than 0.00% (zero percent), presented to 2 (two) decimal places.
- 14.3. Once the **Public Auction Session** has begun, the **Written Economic Proposal** shall be opened, containing the **Bid** initially submitted, observing the **Toll Discount**.

- 14.3.1. Immediately thereafter, the preliminary ranking of the **Bidders** shall be carried out in accordance with their respective offers of **Toll Discount**, in descending order.
- 14.3.2. The difference between the discount percentages offered shall be verified, and the **Open Outcry Stage** shall be open to the **Bidder** preliminarily ranked in first place and to the **Bidders** that have offered a **Toll Discount** up to 20% (twenty percent) lower in relative terms, or with a nominal difference of up to 5 (five) percentage points in relation to the highest discount presented, whichever results in broader coverage.
- 14.3.3. Should there be no **Bidder** meeting the criterion for admission to the **Open Outcry Stage**, the **Auction** shall be closed, and the **Bidder** that has offered the highest **Toll Discount**.
- 14.3.4. Should there be **Bidders** admitted to the **Open Outcry Stage**, the **Auction** shall continue under the terms of item 14.4.
- 14.4. In the event set forth in item 14.3.4, the **Open Outcry Stage** shall begin, starting from the highest **Bid** submitted, in accordance with the following rules:
 - 14.4.1. The session director may set a maximum time between new offers by the **Bidders**;
 - 14.4.2. Each **Bid** submitted in the **Open Outcry Stage** must exceed (a) the **Bid** initially submitted by the **Bidder** itself and (b) the **Bids** already submitted by the other admitted **Bidders**, subject to the minimum interval determined by the session director;
 - 14.4.3. The session director shall declare the closing of the **Open Outcry Stage** when, upon expiration of the period given for the submission of new **Bids**, no **Bidder** comes forward and shall subsequently declare the result of the **Open Outcry Stage**, in descending order, and the winning **Bidder**.
 - 14.4.4. Immediately after the end of the last **Open Outcry Stage**, the winning **Bidder** must ratify the final **Bid**, by submitting a letter in accordance with the form contained in **Annex 20** – Form of Ratification of the **Final Economic Proposal**.
 - 14.4.5. In the event of a tie regarding the bid offered that is not resolved during the **Open Outcry Stage**, the tie-breaking criteria set forth in Article 60 of Law No. 14,133/2021 shall apply.

15. Review of the Qualification Documents

- 15.1. Only the **Bidder** ranked in first place in the **Public Auction Session** shall deliver, through the **B3 Auction Platform**, the volume **Qualification Documents**, by the date set forth in **Annex 22**.
- 15.2. If the **Bidder** declared the winner is disqualified, without prejudice to the right to a hearing and a full defense, the **Bidder** ranked second shall be declared the winner of the **Auction**, and so on.
- 15.3. The debarment of the **Bidder** that has been considered the winner shall result in:
 - 15.3.1. a call for the delivery of the **Qualification Documents** of the **Bidder** ranked in second place, under the terms of sub-item 15.2, and so on successively until a **Bidder** meets the qualification requirements, in which case it shall be considered the winner; and

15.3.2. the imposition of a fine equivalent to the amount of the **Bid Guarantee** and the full enforcement of its **Bid Guarantee**, in accordance with sub-item 8.9.VI.

15.4. The disqualification of all bidders renders the auction void.

16. Administrative Appeals

16.1. The **Bidders** that participate in the **Auction** may appeal the decision on the ranking of the **Written Economic Proposal**, on the **Bid Guarantee** and on the review of the **Qualification Documents** of the winning **Bidder**.

16.1.1. The **Bidders** must submit the grounds for their appeal within 3 (three) business days from the date of drawing up of the Minutes of Judgment of the **Auction**, as determined in **Annex 22**.

16.1.2. The grounds for appeal shall be addressed to the **Granting Committee** which, if it does not reconsider the act within 3 (three) business days, shall forward the appeal and the reasons therefor to the Board of Directors of **ANTT**, which shall render its decision within a maximum period of 10 (ten) business days from its receipt.

16.1.3. The appeal filed shall be communicated to the other **Bidders**, which may challenge it within 3 (three) business days, starting from the date of personal notification or the publication of the filed appeal on the ANTT website, whichever occurs first, in accordance with current legislation.

16.2. Appeals shall only be admitted when signed by legal representative(s), **Accredited Representatives**, an attorney-in-fact with specific powers or a person to whom such specific powers have been sub-delegated, provided that they are accompanied by evidence of such powers, and must be filed by means of **Electronic Petitioning**, identified as follows:

ADMINISTRATIVE APPEAL

CONCESSION INVITATION TO BID No. 3/2026 – CONCESSION OF BR-116/324/BA

To the Granting Committee

16.3. Once the judgment of any appeals has been concluded, the result shall be published on the website of **ANTT** and published in the **DOU**.

17. Ratification, Award and Execution of the Contract

17.1. The result of the **Auction** shall be submitted by the **Granting Committee** to the Board of Directors of **ANTT** for adjudication, ratification and subsequent issuance of the Granting Act.

17.2. The disclosure of the winning **Bidder** shall be made by means of a notice to be published in the **DOU** and on the website of **ANTT**.

17.3. Within 40 (forty) calendar days after the publication of the ratification act, as a condition for the execution of the **Contract**, the **Successful Bidder** must submit to **ANTT**:

I. **Contract Performance Guarantee**, under the terms of Clause 11 of the **Draft Contract**;

- II. evidence of incorporation of the **SPE**, with the corresponding certificate from the competent commercial registry, as well as the respective proof of enrollment with the National Registry of Legal Entities or, in the case of an individual **Bidder**, evidence of incorporation of a wholly-owned subsidiary or *holding company* in the form of a corporation;
- III. bylaws of the **SPE**, which must not contain provisions that are contrary to this **Invitation to Bid** and to the **draft Contract** and their respective **Annexes**;
- IV. evidence of subscription and payment-in of the share capital of the **SPE**, under the terms of item 9.3;
- V. insurance policies, under the terms of the **Draft Contract**;
- VI. evidence of payment of the remuneration to **B3 S.A.**, corresponding to 852,164.27 (eight hundred fifty-two thousand, one hundred sixty-four reais and twenty-seven centavos) at the April 2026 base date, updated by the positive variation of the **IPCA** only if payment is made by the **Successful Bidder** on a date more than 1 (one) year after such base date;
- VII. evidence of payment to **INFRA S.A.**, corresponding to R\$ 5.350.104,75 (five million, three hundred and fifty thousand, one hundred and four reais and seventy-five centavos) with a January 2026 base date, duly adjusted by the variation of the **IPCA** determined for the period between November 2025 and two months prior to its actual payment, by reason of the preparation of the feasibility studies that are the subject of this **Invitation to Bid** as authorized by Article 21 of Law No. 8,987 of February 13, 1995, by means of a Federal Collection Form (GRU).
- VIII. description of the shareholding and management structure contemplated for the **SPE**, containing:
 - (a) description of the types of shares;
 - (b) identification of the shareholders and their respective interests by type of share;
 - (c) indication of the corporate composition of the **Concessionaire**, as applicable, and of its **Controlling Companies**, as defined in the **Draft Contract**, down to the level of the individuals. Should the **Controlling Company** of the **SPE** be an investment participation fund, compliance with this item must take into account the existence of majority quota holders, or of a body and its respective members, with the power to influence amendments to the fund's bylaws, holding powers analogous to those referred to in Law No. 6,404/76, for the purposes of identifying the controlling party;
 - (d) copy of the shareholders' agreements of the **SPE**, where applicable;
 - (e) identification of the principal officers, including their respective curricula;
 - (f) commitment to corporate governance principles in the management of the **SPE**, in accordance with specific regulations;
 - (g) declaration of knowledge of and commitment to the federal and sector rules, as well as best practices, relating to integrity, compliance, ethics,

governance, risk management, internal and external controls (monitoring, evaluation, auditing and investigation), and transparency in the conduct of the **Contract**; and

- (h) identification of the **Related Parties**, as defined in the **Draft Contract**, except for investment funds.
 - IX. ratification of the relationship between the **Qualified Professionals** and the **Bidder**, under the terms of item 9 of **Annex 5**, which shall be waived in the event of submission of evidence by the **Bidder** or by a consortium member under the terms of item 9 of **Annex 5**;
 - X. **Operational Transition Plan**, set forth in **Annex 19**; and
 - XI. Proof of deposit, in the **Contribution Account**, of the amount corresponding to the **Restricted Funds** offered in the winning **Bid**.
- 17.4. At the expense and risk of the **Successful Bidder**, even before the execution of the **Contract**, **ANTT** may authorize access to the **Highway System**, as well as to the information on the **Highway System** for the commencement of the preparation of its planning.
- 17.5. Once the requirements set forth in sub-item 17.3 have been met, the **SPE** shall be summoned by **ANTT** to execute the **Contract**.
- 17.5.1. After the execution of the **Contract**, the **SPE** may carry out the interventions necessary to meet the **Performance Parameters** set forth in the **PER** and the obligations relating to the commencement of toll collection and to operation.
- 17.6. The period for execution of the **Contract** may be extended if so requested during its course by the winning **Bidder** and provided it arises from a reason that is justified and accepted by **ANTT**.
- 17.6.1. If the **SPE**, or any of its shareholders, duly summoned to execute the **Contract**, within the validity period of its **Written Economic Proposal**, refuses to do so, **ANTT** shall, without prejudice to due process and full defense, immediately enforce the entire **Bid Guarantee** submitted by the winning **Bidder**.
- 17.6.2. Without prejudice to the provisions of the preceding subitem, an unjustified refusal to sign the **Contract** within the established deadline may give rise to the initiation of administrative proceedings to hold the successful bidder—or, in the case of a **consortium**, all of its members—accountable, pursuant to Article 158 of Law No. 14,133/2021, or any legislation that replaces it, with the right to a fair hearing and full defense guaranteed, for the imposition of sanctions of disqualification and a declaration of ineligibility to bid or enter into contracts, as provided for in Article 156, subparagraphs III and IV, of the same law, taking into account the severity and specific circumstances of the particular case
- 17.7. In the event of a refusal to sign the **Contract** within the established timeframe and under the established conditions, a refusal to post the **Contract Performance Bond**, or a failure to comply with any of the prerequisites for its signing, **ANTT** may summon the remaining **Bidders**, in order of ranking, to ascertain their interest in signing the **Contract** within the same timeframe and under the same conditions as the winning bid.

- 17.8. In the event that none of the **Bidders** accepts the terms of the winning bid, pursuant to subitem 17.7, the **Granting Committee**, in accordance with the provisions of Article 90, paragraph 4, of Law No. 14,133/2021, may:
- I. invite the remaining **Bidders** to negotiate, in order of ranking, with a view to obtaining the highest **Rate Discount**, even if it is lower than that of the Successful **Bidder's Written Economic Proposal** or **Final Economic Proposal**, as applicable;
 - II. recommend the award and execution of the **Contract** under the terms offered by the remaining **Bidders**, in accordance with the ranking order resulting from the **Written Economic Proposals** or, as the case may be, from the final **Bids** offered during the **Open Auction Phase**, should negotiations to secure better terms as provided for in subitem I fail; or
 - III. recommend the revocation of the **Auction**, without prejudice to the application of the applicable sanctions and the enforcement of the **Bid Bond** of the withdrawing Bidder.
- 17.9. Without prejudice to the provisions of the sub-item above, the **Auction** may only be revoked by the Board of Directors of **ANTT**, upon a proposal from the **Granting Committee**, for reasons of public interest arising from a duly evidenced supervening fact that is relevant and sufficient to justify such revocation.
- 17.10. The Board of Directors of **ANTT** shall, on its own initiative or at the request of third parties, annul the **Auction** if any illegality that cannot be remedied is found.
- 17.11. The nullity of the **Auction** entails the nullity of the **Contract**, without giving rise to any obligation to indemnify on the part of the **Granting Authority**, should it occur prior to the execution of the **Contract**.
- 17.12. **ANTT** may, at any time, postpone the stages of the **Auction**, under the terms of the applicable legislation, without the **Bidders** being entitled to any indemnification or reimbursement of costs and expenses on any grounds.
- 17.13. Should **ANTT** become aware, after the Qualification phase, that any **Qualification Document** submitted by a **Bidder** was false or invalid at the time of submission of the **Qualification Documents**, it may disqualify such Bidder, without the latter being entitled to any indemnification or reimbursement of expenses on any grounds, without prejudice to indemnification of the **Granting Authority** and to the application of the applicable penalties.
- 17.14. The **Bidder** undertakes to inform **ANTT**, at any time, of any supervening fact or circumstance that prevents compliance with the qualification conditions, immediately after its occurrence.
- 17.15. Without any type of additional notice, all volumes of the **Bid Guarantees** and of the **Qualification Documents** that are not collected by the non-winning **Bidders** within 30 (thirty) days from the date of execution of the **Contract**.
- 17.16. The **Concessionaire** shall at all times be bound by the provisions of the **Contract**, of the **Invitation to Bid**, of the documentation submitted by it and of the respective contractual documents, as well as by Brazilian legislation and regulations, in everything relating to the **Concession**.

17.17. The **Successful Bidder** may incorporate a company of an intermediate holding nature that qualifies as the sole **controlling company** of the **SPE** that will act as the **Concessionaire**, provided that the relationship of control of such company with the **Successful Bidder** is maintained, any changes of control in such relationships being subject to the consent of **ANTT** under the terms of the **Contract**.

17.18. Publication on the **National Public Procurement Portal (PNCP)** [www.gov.br/pncp], under the terms of Article 94 of Law No. 14,133/2021, is an indispensable condition for the effectiveness of the **Contract**, of its **Annexes** and Amendments, and must occur within 20 (twenty) business days from the date of its execution.

18. Venue

18.1. The Venue of the Federal Judicial Section of the Federal District is hereby elected to settle any disputes arising from this **Invitation to Bid**.

Part VI – Annexes

The following **Annexes** form an integral part of the **Invitation to Bid**:

- ❖ **Annex 1: Form of Request for Clarification**
- ❖ **Annex 2: Minimum Terms and Conditions of the Surety Bond**
- ❖ **Annex 3: Form of Bank Guarantee**
- ❖ **Annex 4: Form of Cover Letter for the Written Economic Proposal**
- ❖ **Annex 5: Qualification Documents**
- ❖ **Annex 6: Form of Cover Letter for the General Documentation**
- ❖ **Annex 7: Form of Letter of Declaration of Compliance with Article 7, Item XXXIII, of the Federal Constitution**
- ❖ **Annex 8: Form of Letter of Declaration of Absence of Bankruptcy, Composition with Creditors, Judicial or Out-of-Court Reorganization or Insolvency Proceedings**
- ❖ **Annex 9: Form of Letter of Declaration of Absence of Impediment to Participation in the Auction**
- ❖ **Annex 10: Form of Letter of Declaration of Financial Capacity**
- ❖ **Annex 11: Form of Formal Declaration of Express Submission to Brazilian Law and Waiver of Claims through Diplomatic Channels**
- ❖ **Annex 12: Form of Power of Attorney**
- ❖ **Annex 13: Form of Power of Attorney (Foreign Bidder)**
- ❖ **Annex 14: Form of Power of Attorney (Bidders in a Consortium)**
- ❖ **Annex 15: Form of Declaration of Independent Preparation of the Written Economic Proposal**
- ❖ **Annex 16: Form of Letter of Declaration of Foreign Bidder**
- ❖ **Annex 17: Integrity Statement**
- ❖ **Annex 18: Form of Declaration of Reservation of Positions for Persons with Disabilities or for Persons Rehabilitated by the Social Security System**
- ❖ **Annex 19: Operational Transition Plan**
- ❖ **Annex 20: Form of Ratification of the Final Economic Proposal**
- ❖ **Annex 21: Auction Procedures Manual**
- ❖ **Annex 22: Auction Schedule**

Annex 1 – Form of Request for Clarification

[place], [●] [●], [●]

To the

Granting Committee - Invitation to Bid for the **Concession** No. [●]/[●]

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília – DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Request for Clarification

Dear Sirs,

[**Bidder**], through its undersigned legal representative(s), hereby submits the following request for clarification relating to the **Invitation to Bid**.

Number of the question submitted	Item of the Invitation to Bid	Clarification requested	Number of the question assigned by ANTT and to be included in the clarification minutes
1	Insert the item of the Invitation to Bid to which the clarification requested relates	State clearly the clarification requested in the form of a question	leave blank
2	Insert the item of the Invitation to Bid to which the clarification requested relates	State clearly the clarification requested in the form of a question	leave blank
N	Insert the item of the Invitation to Bid to which the clarification requested relates	State clearly the clarification requested in the form of a question	leave blank

Yours faithfully,

[**Bidder**]
representative(s)
Contact person: [●]
Telephone: [●]
E-mail address: [●]

Annex 2 – Minimum Terms and Conditions of the Surety Bond

1. **Principal**
 - 1.1. **Bidder.**
2. **Insured**
 - 2.1. **ANTT.**
3. **Purpose of the Insurance**
 - 3.1. To guarantee indemnification, in the amount of R\$ [●] ([●]), at [●] [●] prices, in the event that the **Bidder** fails to comply with any of its obligations arising from the law or from the **Invitation to Bid**, including the refusal to execute the **Contract of Concession**, the failure to meet the requirements for its execution, under the conditions and within the period established in the **Invitation to Bid**, and in any of the events set forth in sub-item 8.9 of the **Invitation to Bid**.
4. **Instrument**
 - 4.1. Surety Bond Policy issued by an insurance company duly incorporated and authorized to operate by **SUSEP**, in compliance with the terms of the regulations of **SUSEP**.
5. **Amount of the Guarantee**
 - 5.1. The Surety Bond Policy must provide for an indemnification amount of R\$ [●] ([●]).
6. **Term**
 - 6.1. The Surety Bond Policy must have a minimum validity period of 1 (one) year as from the **Date for Receipt of the Envelopes**, renewable in the events set forth in the **Invitation to Bid** for the **Concession** No. [●]/[●].
7. **Additional Provisions**
 - 7.1. The Surety Bond Policy must contain the following additional provisions:
 - I. a declaration by the Insurer that it is aware of and accepts the terms and conditions of the **Invitation to Bid** for the **Concession** No. [●]/[●]; and
 - II. a declaration by the Insurer that it shall pay the amounts provided for herein within a maximum period of 30 (thirty) days, from the date of delivery of all documents listed by the Insurer as necessary for the characterization and adjustment of the claim.
8. Once the default by the Principal on the obligations covered by the Surety Bond Policy has been confirmed, the Insured shall be entitled to demand from the Insurer the indemnification due, where the notice given to the Principal proves fruitless. Terms that have not been expressly defined in this **Annex** shall have the meanings ascribed to them in the **Invitation to Bid**.

Annex 3 – Form of Bank Guarantee Letter

[place], [day] [month], [year].

REFERENCE:

INVITATION TO BID FOR THE CONCESSION No. [•]/[•] – HIGHWAY SYSTEM [•].

Bank Guarantee Letter number *[fill in with the control registration code of the GUARANTOR BANK]*, (“GUARANTEE”)

1. The *[fill in with the corporate name of the Guarantor Bank]*, headquartered in *[fill in with head office]*, enrolled with the CNPJ/ME under No. *[fill in with CNPJ]*, (“GUARANTOR BANK”).
2. National Land Transport Agency – **ANTT**, headquartered in Brasília-DF, Setor de Clubes Esportivos Sul – SCES, trecho 03, lote 10, Projeto Orla Polo 8, enrolled with the CNPJ/MF under No. 04.898.488/0001-77, (“CREDITOR **ANTT**”).
3. The **BIDDER**, *[fill in with corporate name/name]*, with head office in *[fill in with head office]*, enrolled with the CNPJ/ME under No. *[fill in with CNPJ/CPF]*, (“GUARANTEED **BIDDER**”).

[In the case of a **CONSORTIUM**: The GUARANTEED **BIDDER** is a member of the **CONSORTIUM** [name of the **consortium**], composed of the following members: [state the Corporate Name, CNPJ and percentage interest of each member in the **CONSORTIUM**]].

4. By this GUARANTEE, the GUARANTOR BANK undertakes before the CREDITOR **ANTT**, in the AMOUNT OF THE GUARANTEE, and during the period of VALIDITY OF THE GUARANTEE, as joint and several guarantor of the GUARANTEED **BIDDER** in the event that the **BIDDER** fails to comply with any of its obligations arising from the law or from the **INVITATION TO BID**, under the conditions and within the period established in the **INVITATION TO BID** (“GUARANTEED OBLIGATION”).
5. The GUARANTEE shall have a total amount of R\$ [•] ([•] reais) (“AMOUNT OF THE GUARANTEE”).
6. The GUARANTEE shall be valid for 1 (one) year as its period of validity, from [.] to [.] , both dates inclusive (“VALIDITY OF THE GUARANTEE”).
7. The GUARANTOR BANK undertakes to make the payments due when demanded within a maximum period of 48 (forty-eight) hours, from the receipt, by the GUARANTOR BANK, of the written notice from the CREDITOR **ANTT**. The notice must be delivered to *[insert address of the GUARANTOR BANK]*.
8. The GUARANTOR BANK shall not raise any objection or opposition of the GUARANTEED **BIDDER**, or invoked by it, for the purpose of excusing itself from performing the obligation assumed before the CREDITOR **ANTT** under the terms of this GUARANTEE.
9. The GUARANTOR BANK undertakes, before writing off the GUARANTEE in its books, to obtain from **B3 S.A.** and/or from the CREDITOR **ANTT** confirmation of the release of the GUARANTEED **BIDDER** in relation to the GUARANTEED OBLIGATION.
10. Should the CREDITOR **ANTT** file suit to demand performance of the obligation to which this GUARANTEE refers, the GUARANTOR BANK shall be liable for the payment of arbitration, judicial or out-of-court expenses.

11. The GUARANTOR BANK declares that this GUARANTEE is duly recorded in its books, in full compliance with the regulations of the Central Bank of Brazil currently in force, and that it meets the requirements of the applicable banking legislation.
12. The GUARANTOR BANK declares that the signatories of this instrument, and any successors thereof, are authorized to provide the GUARANTEE and the AMOUNT OF THE GUARANTEE on behalf of and under the responsibility of the GUARANTOR BANK.
13. The GUARANTOR BANK declares that its paid-in share capital is R\$ *[fill in with the share capital of the Guarantor Bank in figures]* (*[fill in with the share capital of the Guarantor Bank in words]*), and that it is authorized by the Central Bank of Brazil and by its Bylaws to issue guarantees and that the AMOUNT OF THE GUARANTEE is within the limits authorized to it by the Central Bank of Brazil.
14. The GUARANTOR BANK and the GUARANTEED **BIDDER** expressly waive the rights set forth in Articles^{Nos.} 827, 835, 837, 838 and 839 of Law No. 10,406 of January 10, 2002 (Brazilian Civil Code) and Article 794 of Law No. 13,105 of March 16, 2015 (Code of Civil Procedure).
15. The GUARANTOR BANK expressly declares that it is aware of and accepts the terms, provisions and conditions of the **INVITATION TO BID** and its **annexes**.
16. The venue for any and all actions or enforcement proceedings relating to this GUARANTEE shall be that of the Federal District, with express waiver of any other, however privileged.
17. Terms that have not been expressly defined in this document shall have the meanings ascribed to them in the **INVITATION TO BID**.

Signatures of the legal representatives of the GUARANTOR BANK

[Names of the legal representatives of the GUARANTOR BANK]

[Corporate Name of the GUARANTOR BANK]

Witnesses:

Name:

ID No.:

Name:

ID No.:

Annex 4 – Form of Cover Letter for the Written Economic Proposal

[place], [●] [●], [●]

To
National Land Transport Agency (“**ANTT**”)
SCES Trecho 3, Lote 10
Polo 8 do Projeto Orla
70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – **Written Economic Proposal**

Dear Sirs,

1. In response to the call of [●] [●], [●] (*date of publication of the Publication Notice of the **Invitation to Bid** for the **Concession** No. [●]/[●] in the **DOU***) of **ANTT**, we hereby submit our **Written Economic Proposal** for the performance of the subject matter of the **Auction** in reference.
2. We propose as **Bid** initial, as to the **Toll Discount**, for the operation of the **Concession** that is the subject of this bidding process, as defined in **Invitation to Bid** No. [●]/[●], the percentage amount of [●]% ([●] percent).
3. We expressly declare that:
 - 3.1. This **Written Economic Proposal** is valid for 1 (one) year, from the **Date for Receipt of the Envelopes**, as specified in the **Invitation to Bid** for the **Concession**;
 - 3.2. We agree, fully and without any restriction, with the contracting conditions established in the **Invitation to Bid** in reference;
 - 3.3. We confirm that we have full knowledge of the area put out to bid and of the conditions for performing the work;
 - 3.4. We hereby assume full responsibility for performing the work in accordance with the provisions of the **PER** and the other obligations of the **Contract of Concession**, with the regulations of **ANTT** and with other applicable legal provisions; and
 - 3.5. We fully comply with all obligations and requirements contained in the **Invitation to Bid** in reference, the assumptions set forth in sub-item 1.3 of the **Invitation to Bid**.

Yours faithfully,

[Bidder]
[accredited representative(s)]

Annex 5 – Qualification Documents

1. The volume of the **Qualification Documents** must begin with a cover letter, duly signed, in accordance with the form contained in **Annex 6**.
 - 1.1. The **Bidder** must make available, together with the documents relating to legal compliance and economic and financial qualification, other corporate documents relating to its constitutive acts and obligations incurred, as established in the **Auction Procedures Manual**.
2. Certificates that do not state their validity period shall be accepted if they have been issued no more than 90 (ninety) days before the date set forth in the schedule for the delivery of the **Qualification Documents**.
3. In the case of a legal entity, the **Bidder** must submit the following documents for its legal qualification:

Table I – Documents relating to legal compliance	
	Document
A	Constitutive act or bylaws/articles of association of the Bidder that is a legal entity, as per the latest amendment filed with the commercial registry or competent notary office. Should the latest amendment to the bylaws/articles of association not consolidate the provisions of the bylaws/articles of association in force, the prior amendments containing such provisions must also be submitted.
B	Evidence of the election of the officers in office of the Bidder that is a legal entity, duly filed with the commercial registry or competent notary office.
C	Up-to-date certificate of the Bidder that is a legal entity, issued by the commercial registry or competent notary office.
D	In the case of a foreign legal entity or company authorized to operate in Brazil, the operating authorization and the registration act or authorization for its operation, issued by the competent body.
E	In the case of a foreign legal entity or company not established in Brazil, the Bidder must submit a declaration in accordance with the form contained in Annex 16 .

4. In the case of an open or closed supplementary pension entity, the **Bidder** must submit, for its legal compliance, in addition to the documents equivalent to the documentation set forth in Table I above, the following documents:

Table II – Additional documents relating to the legal compliance of an open or closed supplementary pension entity

	Document
A	Evidence of express and specific authorization for the incorporation and operation of the supplementary pension entity, granted by the competent supervisory body, and a declaration that the plans and benefits administered by it are not under liquidation or intervention by the National Superintendence of Supplementary Pensions – PREVIC.

5. In the case of a financial institution, the **Bidder** must submit, for its legal compliance, in addition to the documentation set forth in Table I above, the following document:

Table III – Additional document relating to the legal compliance of a financial institution

	Document
A	Evidence that it is authorized to operate as a financial institution by the Central Bank of Brazil.

6. Where the **Bidder** is an investment fund, it must submit the following documents for its legal qualification, in lieu of the submission of the documents in Table I:

Table IV – Documents relating to the legal qualification of an investment fund

	Document
A	Constitutive act with the latest amendment filed with the competent body.
B	Evidence of the engagement of a manager, if any, as well as of the election of the administrator in office.
C	Evidence of registration of the investment fund with the Securities and Exchange Commission of Brazil.
D	Bylaws of the investment fund (and their subsequent amendments, if any).
E	Evidence of registration of the bylaws of the investment fund with the competent Registry of Deeds and Documents or with the Securities and Exchange Commission of Brazil.
F	Evidence that the investment fund is duly authorized to participate in the Auction and that its administrator may represent it in all acts and for all purposes of the Auction , assuming on behalf of the investment fund all obligations and rights arising from the Auction .
G	Evidence of the qualification of the administrator and, if any, of the manager of the investment fund, with the Securities and Exchange Commission of Brazil.
H	Negative bankruptcy certificate of the administrator and manager of the fund, issued by the court clerk's office(s) of their head office(s), dated no more than 60 (sixty) calendar days before the date set forth in the schedule for the delivery of the Qualification Documents .
I	A foreign investment fund must submit a document analogous to the registration with the CVM, from its country of origin, pursuant to Article 70, sole paragraph, of Law No. 14,133/2021.

Individual Bidder – Economic and financial qualification

7. The **Bidder** must submit, to evidence its economic and financial qualification, the following documents:

Table V – Documents relating to economic and financial qualification	
	Document
A	Negative certificate of bankruptcy petitions, self-declared bankruptcy and judicial reorganization issued by the court distribution office (civil courts) of the judicial district of the municipality where the company is headquartered, dated no more than 90 (ninety) days before the date set forth in the schedule for the delivery of the Qualification Documents . In the case of a non-business company or another form of legal entity, a negative certificate issued by the court distribution office of the general civil courts (enforcement proceedings) of the judicial district of the Municipality where the entity is headquartered, dated no more than 90 (ninety) days before the date set forth in the schedule for the delivery of the Qualification Documents .
B	Balance sheet and respective income statement, already required by law, duly approved by the general meeting or by the partners, as the case may be, submitted as provided by law, the submission of trial balances or provisional balance sheets being prohibited. These documents must be submitted in accordance with the accounting practices adopted in Brazil.

- 7.1. The **Bidder** must evidence, by means of the balance sheet indicated in item B of Table V above, that, on the date established for the delivery of the envelopes set forth in the **Invitation to Bid**, it has shareholders' equity of at least 791,340,433.89 (seven hundred ninety-one million, three hundred forty thousand, four hundred thirty-three reais and eighty-nine centavos), at the January 2026 base date, updated by the **IPCA**, based on the formula set forth in item 1.5.1, considering as the specific event the month set forth in the schedule for the **Date for Receipt of the Envelopes**, subject to the specific rules of items 8.2 and 8.3 below for open or closed supplementary pension entities and investment funds, respectively.
- 7.2. In the case of an open or closed supplementary pension entity, the evidence of equity, taking into account the legal rules in force, shall correspond to the sum of the accounts of the Actuarial Liabilities and of the Reserves and Funds.
- 7.3. For private equity investment funds, the threshold required in item 8.1 for the purposes of economic and financial qualification may be evidenced by:
- I. the net assets of the investment fund, as determined in its balance sheet or stated in the latest Four-Monthly Report submitted to the Securities and Exchange Commission of Brazil;
 - II. the total amount of subscribed capital of the investment fund, as stated in the latest Four-Monthly Report submitted to the Securities and Exchange Commission of Brazil; or
 - III. evidence of investment commitments entered into after the submission of the latest Four-Monthly Report to the Securities and Exchange Commission of Brazil.
- 7.4. For the purposes of evidencing shareholders' equity, amounts expressed in foreign currency by the **Bidders** shall be converted into reais (R\$) by applying the commercial



selling exchange rate published by the Central Bank of Brazil (PTAX) for the fiscal year-end date indicated in the balance sheet.

Individual Bidder – Tax, social security and labor compliance

8. The **Bidder** must submit, to evidence its tax, social security and labor compliance, the following documents:

Table VI – Documents relating to tax, social security and labor compliance	
	Document
A	Evidence of enrollment with the National Registry of Legal Entities (CNPJ). In the case of an investment fund, evidence of the administrator's enrollment with the CNPJ must also be submitted.
B	Certificate of compliance with the Employees' Severance Guarantee Fund (FGTS), within the validity period stated therein. In the case of an investment fund, the required document must be submitted in the name of the administrator.
C	Evidence of tax compliance before the National Treasury, by submitting the Negative Certificate (or Positive Certificate with Negative Effects) of Debts Relating to Federal Taxes and to the Federal Government's Overdue Tax Liability Registry. In the case of an investment fund, the required document must be submitted in the name of the administrator.
D	Evidence of tax compliance before the state and municipal treasuries (the latter relating to taxes on movable and immovable property), all of the domicile or head office of the Bidder , dated no more than 180 (one hundred and eighty) days before the date set forth in the schedule for the delivery of the Qualification Documents . In the case of an investment fund, the required document must be submitted in the name of the administrator.
E	Negative Certificate of Labor Debts as set forth in Law No. 12,440 of July 7, 2011. In the case of an investment fund, the required document must be submitted in the name of the administrator.
F	Evidence of the absence of debts with ANTT , by means of the issuance of a negative overdue-liability certificate or of a positive certificate with negative effects, issued by the competent internal body. In the case of an investment fund, the required document must be submitted in the name of the administrator.
G	Declaration of compliance with the requirements for the reservation of positions for persons with disabilities and for persons rehabilitated by the Social Security System, provided for by law and by other specific rules.
H	Integrity Statement, in accordance with Annex 17 .

- 8.1.** Should any certificate submitted in accordance with the items of Table VI above be positive, or should it not state the up-to-date status of the debt(s), evidence of settlement and/or certificates showing the up-to-date status of the court actions and/or administrative proceedings listed must be submitted, dated no more than 90 (ninety) days before the date set forth in the schedule for the delivery of the **Qualification Documents**.
- 8.2.** Receipts for certificate requests shall not be accepted.
- 8.3.** In the case of the certificate described in item F of Table VI above, it must be requested from the General Coordination Office for Collection and Recovery of Credits of the Federal Attorney's Office at **ANTT**, by e-mail to cnda@antt.gov.br, enclosing the Company's Articles



of Association and the latest amendment, if applicable, as well as the documents of its legal representative. Should the request be made by an attorney-in-fact, the respective Power of Attorney with specific powers of representation before **ANTT** must also be sent. In the case of an international company, such corporate documentation and the power of attorney must be sent translated and sworn, or, in the case of a company headquartered in a country that is a signatory to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil by means of Decree No. 8,660 of January 29, 2016, the documents must be apostilled, translated and sworn, including the content of the apostille itself.

Individual Bidder – Technical qualification

9. The **Bidder** must submit, to evidence its technical qualification, the following documents:

Table VII – Documents relating to technical qualification	
	Document
A	Indication of the name(s) of the Qualified Professional(s) , subject to the provisions of item 9.1 below, and evidence of their registration or enrollment with the respective competent professional bodies.
B	With respect to the group of Qualified Professional(s) indicated by the Bidder , technical responsibility certificate(s), issued by public or private entities, duly certified by the council(s) regulating the exercise of the respective profession(s), for the performance, coordination, management or supervision of highway management and operation. The certificates shall only be accepted if the Qualified Professional(s) is/are engaged with the Bidder on the date set forth in the schedule for the delivery of the Qualification Documents , under the terms of item 9.1 below.
C	The Qualified Professional(s) engaged with the head office and/or branch of a foreign company, who need not hold registration(s) or enrollment(s) with Brazilian professional bodies, but rather with those of the other country, and the technical responsibility certificate(s) to be submitted may be issued by public or private entities of the other country.

- 9.1. The **Qualified Professionals** must be engaged with the **Bidder** on the date set forth in the schedule for the delivery of the **Qualification Documents**.
- 9.2. The **Qualified Professional** may be engaged with the **Bidder**:
- 9.2.1. through an employment relationship or as an officer;
 - 9.2.2. through a technical assistance agreement, directly or through a company of which he or she is an employee or officer; or
 - 9.2.3. through a letter or agreement of intent signed between the **Bidder** and the **Qualified Professional** indicating that, should the **Bidder** be successful in the **Auction**, the **Qualified Professional** shall undertake the obligation to participate in the **Concession** through one of the forms indicated in sub-items 9.2.1 and 9.2.2 above.
- 9.3. Should they elect to evidence the employment relationship, the **Bidders** must submit the Employee Registration Form (FRE) and the Work Card, duly updated.
- 9.4. To evidence appointment to a management position, the **Bidders** must submit evidence of the election of the officers in office duly filed with the commercial registry or competent notary office.
- 9.5. To evidence the existence of the technical assistance agreement, the **Bidder** must submit a technical assistance undertaking whereby the **Qualified Professional** undertakes to provide the **Bidder** with the technical assistance necessary for the performance of the **Contract**.
- 9.6. The **Qualified Professional** is not prohibited from being engaged with more than one **Bidder**.

- 9.7. The engagement of the **Qualified Professional** may be with the head office and/or with a branch of the **Bidder**, whether Brazilian or foreign.
- 9.8. The certificates referred to in document B of Table VII must contain the following information:
- 9.8.1. subject matter;
 - 9.8.2. characteristics of the activities and services performed;
 - 9.8.3. total amount of the project/undertaking;
 - 9.8.4. start and end dates of the performance of the activities and services;
 - 9.8.5. place of performance of the activities and services;
 - 9.8.6. corporate name of the issuer;
 - 9.8.7. name and identification of the signatory; and
 - 9.8.8. where the certificate has been issued in the name of the **Consortium**, the start and end dates of the participation of the company with which the **Qualified Professional** was engaged in the **Consortium** and a description of the activities performed by the company in the **Consortium**.
- 9.9. The technical qualification referred to in item 9 may, as an alternative to the submission of the documentation relating to the **qualified professional** dealt with in Table VII (technical-professional qualification), be evidenced by the submission of certificate(s) and/or aptitude attestation(s), in the name of the **Bidder** or, in the case of a **Consortium**, of one of the consortium members, which must attest to prior experience in Highway Management and Operation.
- 9.10. The **technical qualification documents** of the company must be issued by public or private entities, on the letterhead of the declaring party, with identification of its legal representative and contact information for any contact by **ANTT**.
- 9.11. For the purposes of item 9.9, certificates issued in the name of a **Controlled Company**, **Controlling Company**, **Affiliate** or a company under the same common control as the **Bidder**, or as one of the consortium members in the case of a **Consortium**.
- 9.12. Certificates issued abroad shall not require the formalities indicated in item 5.5 of the **Invitation to Bid**, without prejudice to their sworn translation.

Individual Bidder – Other documents

10. The **Bidder** must also submit the following documents:

Table VIII – Other documents	
	Document
A	Declaration of undertaking to comply with the provisions of Article 7, item XXXIII, of the Federal Constitution, in accordance with the form contained in Annex 7 .
B	Declaration that the Bidder is not undergoing (i) bankruptcy, (ii) self-declared bankruptcy, (iii) judicial or out-of-court reorganization, (iv) judicial or out-of-court liquidation, (v) insolvency, (vi) temporary special administration or (vii) intervention proceedings, in accordance with the form contained in Annex 8 .
C	Declaration as to the absence of any impediment to participation in the Auction , in accordance with the form contained in Annex 9 .
D	Declaration of financial capacity contained in Annex 10 to the Invitation to Bid . The Bidder must declare that it has or is able to obtain sufficient financial resources to comply with the obligations to contribute its own funds and to obtain third-party funds necessary for the achievement of the subject matter of the Concession , including the obligation to pay in the mandatory share capital and the amount equivalent to the Bid , as defined and described in the Invitation to Bid and in the Contract in reference.
E	Draft bylaws of the SPE , which must contain provisions that are not contrary to this Invitation to Bid and to the Draft Contract and their respective Annexes .
F	Draft of any agreements among the future shareholders of the SPE .

- 10.1. All of the declarations above must be submitted together with documents evidencing the powers of the signatories, notarization of the signatory's signature not being required.

Foreign Bidder

11. The **Bidders** that are foreign and do not operate in Brazil shall, to the extent possible, meet the requirements to be complied with by Brazilian **Bidders** by submitting equivalent documents, in unofficial translation. Specifically for the execution of the **Contract**, the documents submitted by the winning **Bidder** must be authenticated by the respective consulates and translated by a sworn translator and, in addition, they shall submit the following documents:

Table IX – Additional documents relating to the legal qualification of foreign Bidders	
	Document
A	Power of attorney granted to the legal representative in Brazil, with express powers to receive service of process and to respond administratively and judicially for its acts, in accordance with the form contained in Annex 13 .

Table X – Other documents relating to the qualification of foreign Bidders	
	Document
A	Declaration of submission to the laws of the Federative Republic of Brazil and of waiver of any claim through diplomatic channels, in accordance with the form contained in Annex 11 .

- 11.1. Foreign companies from States that are signatories to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil by means of Decree No. 8,660/16, may replace the requirement of authentication by the respective consulate, referred to in item 11 above, with the affixing of the apostille dealt with in such Convention, where applicable.
- 11.1.1. The documentation and the respective apostille must be translated by a sworn translator.
- 11.2. The foreign **Bidders** may, for the purposes of their qualification, submit documents of their head offices or their respective branches that are equivalent to those requested for the qualification of Brazilian legal entities and that comply with the legal requirements in the country of incorporation of the foreign **Bidder**.
- 11.3. In the event of the non-existence, in the respective countries of origin, of equivalent documents suitable for meeting the requirements set forth in this **Annex 5**, or of documents for the respective Brazilian branches, the foreign **Bidders** must submit:
- I. a declaration stating such circumstance; and
 - II. an alternative document that, although not equivalent, explains and meets, to the extent possible, the purpose of the document required in this **Annex 5**, under the terms of sub-item 11.3.
- 11.4. It is the prerogative of **ANTT** to review and decide on the validity of the documents received from the foreign **Bidders**.
- 11.5. The balance sheets and income statements submitted must be those already required by law and approved by management. These documents must be submitted in accordance with the accounting principles accepted in Brazil, such as IFRS (*International Financial*

Reporting Standards), in order to allow comparison of the information submitted by all **Bidders**.

- 11.6. Documents in a foreign language must be submitted with the signature(s) duly acknowledged as genuine by a notary or other entity in accordance with the legislation applicable to the documents, which, for the purposes of execution of the **Contract**, must be acknowledged by a Brazilian consular representation, if applicable, duly translated into Portuguese by a sworn public translator, powers of attorney being required to be registered with the Registry of Deeds and Documents.

Consortium Bidder

- 12.** The **Bidder** in the form of a **Consortium** must submit all documents set forth in the preceding items of this **Annex 5** for each of the consortium members, as the case may be, subject to sub-items 5.7 and 5.8 of the **Invitation to Bid**.
- 12.1.** Should the consortium member be a branch/subsidiary office, it must submit the consolidated balance sheet and respective income statement of the head office.
- 13.** The shareholders' equity to be considered for the Economic and Financial Qualification of the **Consortium** shall be obtained by the sum of the shareholders' equity of each consortium member, in proportion to its respective interest. The qualification requirement shall be deemed met in either of the following situations:
- I.** where the minimum shareholders' equity set forth in item 7.1 of **Annex 5** is reached by the sum of the products of the multiplication of the shareholders' equity of each consortium member by the percentage interest it holds in the **Consortium**; or
 - II.** where the shareholders' equity of all consortium members is equal to or greater than the percentage interest multiplied by the amount of the minimum shareholders' equity set forth in item 7.1 of **Annex 5**.
- 14.** In addition to the documents set forth in the items above, the **Consortia** must submit the following documents:

Table XI – Additional documents relating to the legal qualification of the consortium	
	Document
A	Undertaking to Incorporate a Special Purpose Company, containing at least:
	❖ the name of the Consortium ;
	❖ the qualification of the consortium members;
	❖ the composition of the Consortium , the respective interests of its members and the future undertaking as to the participation of each member in the SPE ;
	❖ the purpose of the Consortium ;
	❖ the designation of the leading company that shall be responsible for the dealings involving the Consortium with the Granting Authority , until the date of execution of the Contract ; and
	❖ the obligation to be jointly and severally liable, as provided by law, in all matters concerning the Auction , until the execution of the Contract .



Annex 6 – Form of Cover Letter for the General Documentation

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Submission of the General Documentation

Dear Sirs,

1. por seu(s) representante(s) Credenciado(s) abaixo assinado(s), submete, por meio da Plataforma de Leilões da B3, os documentos destinados à sua qualificação no certame licitatório em referência, nos termos dos itens 6.2 e 12.1 do **Edital**, organizados na ordem estabelecida no Anexo 5 e refletida no índice integrante dos Documentos de Qualificação.
2. The **Bidder** expressly declares that it has full knowledge of the terms of the **Invitation to Bid** in reference and that it fully accepts them, in particular with regard to the powers conferred on the **Granting Committee** to conduct special investigations to verify the truthfulness of the documents submitted and to seek any clarification necessary to elucidate the information contained therein.
3. The **Bidder** expressly declares that it has met all requirements and criteria for qualification and has submitted the **Qualification Documents**, as defined in the **Invitation to Bid** for the **Concession** No. [●]/[●], correctly.
4. The **Bidder** further declares that the **Qualification Documents** hereby submitted are complete, true and correct in every detail.

[Bidder]

[accredited representative(s)]



Annex 7 – Form of Letter of Declaration of Compliance with Article 7, XXXIII, of the Federal Constitution

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Declaration of Compliance with Article 7, XXXIII, of the Federal Constitution

Dear Sirs,

In compliance with the **Invitation to Bid** in reference, [Bidder], through its undersigned legal representative(s), declares, under the penalties of the applicable legislation, for itself, its successors and assigns, that it is in compliance before the Ministry of Finance with regard to the observance of the provisions of item XXXIII of Article 7 of the Federal Constitution.

[Bidder]

[accredited representative(s)]



Annex 8 – Form of Letter of Declaration of Absence of Bankruptcy, Composition with Creditors, Judicial or Out-of-Court Reorganization or Insolvency Proceedings

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Declaration of Absence of Bankruptcy Proceedings

Dear Sirs,

In compliance with the **Invitation to Bid** in reference, [Bidder], through its undersigned legal representative(s), declares, under the penalties of the applicable legislation, for itself, its successors and assigns, that it is not undergoing bankruptcy, self-declared bankruptcy, judicial or out-of-court reorganization, judicial or out-of-court liquidation, insolvency, temporary special administration proceedings or intervention by the competent supervisory body.

[Bidder]

[accredited representative(s)]

Annex 9 – Form of Letter of Declaration of Absence of Impediment to Participation in the Auction

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Declaration of Absence of Impediment to Participation in the **Auction**

Dear Sirs,

In compliance with the **Invitation to Bid** in reference, [Bidder], through its undersigned legal representative(s), declares, under the penalties of the applicable legislation, that it is not barred from participating in public bidding processes.

[Bidder]

[accredited representative(s)]



Annex 10 – Form of Letter of Declaration of Financial Capacity

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Declaration of Financial Capacity

Dear Sirs,

In compliance with the **Invitation to Bid** in reference, [Bidder], through its undersigned legal representative(s), declares, under the penalties of the applicable legislation, that it has or is able to obtain sufficient financial resources to comply with the obligations to contribute its own funds and third-party funds necessary for the achievement of the subject matter of the **Concession**. It further declares that (i) it is able to take out all insurance necessary for the achievement of the subject matter of the **concession** and (ii) it has or is able to obtain the funds for the payment-in, in Brazilian currency, of the minimum capital required for the execution of the **Contract**.

[Bidder]

[accredited representative(s)]



Annex 11 – Form of Formal Declaration of Express Submission to Brazilian Law and Waiver of Claims through Diplomatic Channels

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Formal Declaration of Express Submission to Brazilian Law and Waiver of Claims through Diplomatic Channels

Dear Sirs,

In compliance with the **Invitation to Bid** in reference, [Bidder], through its undersigned legal representative(s), declares, for all due purposes, its formal and express submission to Brazilian law and its full waiver of any claim, on any grounds of fact or law, through diplomatic channels.

[Bidder]

[accredited representative(s)]

Annex 12 – Form of Power of Attorney

By this instrument of mandate, **[Bidder]**, [qualification], hereinafter referred to as the “**Grantor**”, appoints and constitutes as its attorneys-in-fact Messrs. **[•]**, [qualification], to perform, jointly or individually, regardless of the order of appointment, the following acts in the Federative Republic of Brazil, in and out of court:

- A.** to represent the **Grantor** before any governmental entities, bodies or departments, publicly held or closely held companies and any governmental agencies, including the National Land Transport Agency – **ANTT** and the Ministry of Transport, to establish and maintain dealings with such public entities, agencies, bodies or departments, to receive service of process and notices of any nature, to file and/or make inquiries, to request certificates and other documents and to perform the acts necessary during the conduct of the bidding process described in the **Invitation to Bid** for the **Concession** No. **[•]/[•]**, including accessing and using the B3 Auction Platform, entering, replacing, deleting, and submitting documents and information, confirming the completion of submissions, filing appeals, and waiving the right to file appeals;
- B.** to represent the **Grantor** in the defense of its interests in court, at any level and before any court or tribunal, including by engaging attorneys, with special powers to confess, compromise, waive, enter into settlements, give and receive releases; and
- C.** at its discretion, to sub-delegate, in whole or in part, with reservation of powers, any of the powers granted herein, under the conditions it or they deem appropriate.

This power of attorney has a minimum validity period of 1 (one) year as from the **Date for Receipt of the Envelopes**, and must be extended for an equal period, 30 (thirty) days prior to the expiration date, subject to the provisions of sub-item 8.9.VIII of the **Invitation to Bid**.

[place], **[•]** **[•]**, **[•]**

[Bidder]

[legal representative(s)]

Annex 13 – Form of Power of Attorney (Foreign Bidder)

By this instrument of mandate, **[Bidder]**, [qualification], hereinafter referred to as the “**Grantor**”, appoints and constitutes as its attorneys-in-fact Messrs. **[•]**, [qualification], to perform, jointly or individually, regardless of the order of appointment, the following acts in the Federative Republic of Brazil, in and out of court:

- A.** to represent the **Grantor** before any governmental entities, bodies or departments, publicly held or closely held companies and any governmental agencies, including the National Land Transport Agency – **ANTT** and the Ministry of Transport, to establish and maintain dealings with such public entities, agencies, bodies or departments, to receive service of process and notices of any nature, to file and/or make inquiries, to request certificates and other documents and to perform the acts necessary during the conduct of the bidding process described in the **Invitation to Bid** for the **Concession** No. **[•]/[•]**, including accessing and using the B3 Auction Platform, entering, replacing, deleting, and submitting documents and information, confirming the completion of submissions, filing appeals, and waiving the right to file appeals;
- B.** to assume undertakings and/or obligations on behalf of the **Grantor** and in any manner to contract, enter into settlements, give and receive releases on behalf of the **Grantor**;
- C.** to represent the **Grantor** in the defense of its interests in court, at any level and before any court or tribunal, including by engaging attorneys, with special powers to confess, compromise, waive, enter into settlements, give and receive releases;
- D.** to receive service of process for court actions and summonses or notices in administrative and judicial proceedings; and
- E.** at its discretion, to sub-delegate, in whole or in part, with reservation of powers, any of the powers granted herein, under the conditions it or they deem appropriate.

This power of attorney has a minimum validity period of 1 (one) year as from the **Date for Receipt of the Envelopes**, and must be extended for an equal period, 30 (thirty) days prior to the expiration date, subject to the provisions of sub-item 8.9.VIII of the **Invitation to Bid**.

[place], **[•]** **[•]**, **[•]**

[Bidder]

[legal representative(s)]

Annex 14 – Form of Power of Attorney (Bidder in a Consortium)

By this instrument of mandate, [Consortium Member], [qualification], hereinafter referred to as the “Grantor”, irrevocably and irreversibly appoints and constitutes as its attorney-in-fact the company [qualification], leader of the **Consortium** [Name of the **Consortium**], [qualification], to perform the following acts or to grant them to **accredited representatives**, by means of a specific power of attorney:

- A. to represent the **Grantor** before any governmental entities, bodies or departments, publicly held or closely held companies and any governmental agencies, including the National Land Transport Agency – **ANTT** and the Ministry of Transport, to establish and maintain dealings with such public entities, agencies, bodies or departments, to receive service of process and notices of any nature, to file and/or make inquiries, to request certificates and other documents and to perform the acts necessary during the conduct of the bidding process described in the **Invitation to Bid** for the **Concession** No. [●]/[●], including accessing and using the B3 Auction Platform, entering, replacing, deleting, and submitting documents and information, confirming the completion of submissions, filing appeals, and waiving the right to file appeals;
- B. to assume undertakings and/or obligations on behalf of the **Grantor** and in any manner to contract, enter into settlements, give and receive releases on behalf of the **Grantor**;
- C. to represent the **Grantor** in the defense of its interests in court, at any level and before any court or tribunal, including by engaging attorneys, with special powers to confess, compromise, waive, enter into settlements, give and receive releases; and
- D. at its discretion, to sub-delegate, in whole or in part, with reservation of powers, any of the powers granted herein, under the conditions it or they deem appropriate.

This power of attorney has a minimum validity period of 1 (one) year as from the **Date for Receipt of the Envelopes**, and must be extended for an equal period, 30 (thirty) days prior to the expiration date, subject to the provisions of sub-item 8.9.VIII of the **Invitation to Bid**.

[place], [●] [●], [●]

[Consortium Member]

[legal representative(s)]

Annex 15 – Form of Declaration of Independent Preparation of the Written Economic Proposal

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Declaration of independent preparation of the **Written Economic Proposal**

Dear Sirs,

(Identification of the **Accredited Representative**), as duly appointed representative of [Bidder] hereinafter referred to as the (“**Bidder**”), for the purposes of the provisions of sub-item 8.4.X of the **Invitation to Bid** for the **Concession** No. [●]/[●], declares, under the penalties of the law, in particular that set forth in Article 299 of the Brazilian Criminal Code, that:

- A. the **Written Economic Proposal** submitted to participate in the **Invitation to Bid** for the **Concession** No. [●]/[●] was prepared independently by the **Bidder**, and the content of the **Written Economic Proposal** was not, in whole or in part, directly or indirectly, disclosed to, discussed with or received from any other potential or actual participant in the **Auction**, by any means or by any person;
- B. the intention to submit the **Written Economic Proposal** prepared to participate in this **Auction** was not disclosed to, discussed with or received from any other potential or actual participant in the **Auction**, by any means or by any person;
- C. that it has not attempted, by any means or through any person, to influence the decision of any other potential or actual participant as to whether or not to participate in such **Auction**;
- D. that the content of the **Written Economic Proposal** submitted to participate in this **Auction** shall not be, in whole or in part, directly or indirectly, communicated to or discussed with any other potential or actual participant in the **Auction** prior to the award of the subject matter of such **Auction**;
- E. that the content of the **Written Economic Proposal** submitted to participate in the **Auction** was not, in whole or in part, directly or indirectly, disclosed to, discussed with or received from any member of **ANTT**, **BNDES**, **INFRA S.A.**, **B3 S.A.** or of the Ministry of Transport prior to the official opening of the **Written Economic Proposals**; and
- F. that it is fully aware of the content and scope of this declaration and that it holds full powers and information to sign it.

[Bidder]
[accredited representative(s)]

Annex 16 – Form of Letter of Declaration of Foreign Bidder

[place], [●] [●], [●]

To
National Land Transport Agency (“**ANTT**”)
SCES Trecho 3, Lote 10
Polo 8 do Projeto Orla
70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – **Foreign Bidder**

Dear Sirs,

In compliance with **Annex 5** of the **Invitation to Bid** in reference, [**Bidder**], characterized as a Foreign **Bidder**, through its undersigned legal representative(s), declares, under the penalties of the applicable legislation, for itself, its successors and assigns, that it does not operate in Brazil, pursuant to the sole paragraph of Article 70 of Law No. 14,133/2021, and that:

- A.** the documents indicated below from the country of origin of the company (NAME AND QUALIFICATION) are equivalent to the documents required in the **Invitation to Bid** for the **Concession** No. [●]/[●].

<i>Description of the document from the country of origin</i>	<i>Document required in the Invitation to Bid</i>	<i>Item of the Invitation to Bid in which the document is required</i>
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- B.** that the documents indicated below have no equivalent document in the country of origin of the company (NAME AND QUALIFICATION).

<i>Document required in the Invitation to Bid that has no equivalent document in the country of origin.</i>	<i>Item of the Invitation to Bid in which the document is required</i>
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Yours faithfully,

[**Bidder**]
[accredited representative(s)]

Annex 17 – Integrity Statement

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Integrity Statement

Dear Sirs,

In compliance with the **Invitation to Bid** in reference, [**Bidder**], through its undersigned legal representative(s), hereby declares, for all due purposes, that:

1. The **SPE** incorporated by it shall observe the federal and sector rules, as well as best practices, relating to integrity, compliance, ethics, governance, risk management, internal and external controls (monitoring, evaluation, auditing and investigation), and transparency in the conduct of the **Contract**, in particular.
 - 1.1. The provisions of Law No. 12,846/2013, of Decrees No. 3,678/2000, No. 4,410/2002, No. 5,687/2006, No. 11,129/2022 and No. 12,304/2024, of Ordinance No. 909/2015 of the Office of the Comptroller General – CGU and of other applicable federal rules, as well as of the rules that amend, supplement or succeed those referred to above, must be fully complied with, where applicable.
 - 1.2. A policy on transactions with **Related Parties**, in accordance with corporate governance best practices and those set forth in the **Contract**.
2. The **SPE** undertakes to create and send to **ANTT**, within 6 (six) months from the execution of the **Contract**, an Integrity Program, consisting of a set of internal mechanisms and procedures for integrity, auditing and encouragement of the reporting of irregularities, and the effective application of codes of ethics and conduct and other integrity and anti-corruption policies and guidelines.
 - 2.1. The integrity program shall contain at least:
 - I. implementation of a Code of Ethics indicating the behavior expected of all employees and officers of the **Concessionaire** and of third parties having relations with it, such as suppliers and service providers, as well as the conduct that must be avoided;
 - II. supplementary training of employees on the Integrity Program;
 - III. a reporting channel with broad publicity and access, as well as confidentiality rules for the protection of whistleblowers;

- IV. policies and actions adopted by the **Concessionaire** for the prevention of fraud and criminal and administrative offenses.
- 2.2. The **SPE** must additionally, within the same period established for the creation of the Integrity Program, obtain ISO 37001 certification or, alternatively, the Pró-Ética seal of the Office of the Comptroller General – CGU, or the seal that may replace it.
- 2.3. Should rules on the matter be issued by the **Granting Authority**, they shall prevail over the **Contract**.
- 2.4. In complying with item 2, the **SPE** must follow the “comply-or-explain” model, that is, should it decide not to comply with a given practice, it must publicly explain, in detail, the reasons underlying its conduct.
- 2.5. The explanation must be reasoned, clear, precise and consistent and must contain a cost-benefit and cost-efficiency analysis relating to the adoption of the standards, based on the context and particularities of the **Concessionaire** and/or of the subject matter of the **Concession**.
3. For the performance of this **Contract**, neither party may offer, give or undertake to give to any person, or accept or undertake to accept from any person, directly or indirectly, personally or through another, any payment, donation, compensation, financial or non-financial advantages or benefits of any kind that constitute an illegal or corrupt practice under the laws of Brazil and of the countries in which transactions have been carried out or legal acts performed, whether directly or indirectly in relation to the subject matter of this **Contract**, or otherwise unrelated to this **Contract**, and must further ensure that its agents and collaborators act in the same manner.
4. The use of resources, assets and funds of illicit or doubtful origin shall be prohibited.
5. Enrollment in the National Registry of Unfit and Suspended Companies – CEIS shall constitute an impediment to the execution of the **Contract**.

[Bidder]

[accredited representative(s)]

**Annex 18 – Form of Declaration of Reservation of Positions for Persons with Disabilities or for
Persons Rehabilitated by the Social Security System**

[place], [•] [•], [•]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [•]/[•] – Declaration of Reservation of Positions for Persons with Disabilities or for Persons Rehabilitated by the Social Security System

Dear Sirs,

In compliance with the **Invitation to Bid** in reference, [**Bidder**], through its undersigned legal representative(s), declares, under the penalties of the applicable legislation, that it complies with the reservation of positions provided for by law for persons with disabilities or for persons rehabilitated by the Social Security System and that it meets the accessibility rules set forth in the legislation, as set forth in Article 93 of Law No. 8,213 of July 24, 1991.

[**Bidder**]

[**accredited representative(s)**]

Annex 19 – Operational Transition Plan

The **Operational Transition Plan** must provide for at least:

- A. The identification of the technical and operational documentation necessary for the transition;
- B. The indication of the general operational transition procedures relating to the moment of transfer of the **concession** – change of management;
- C. The planning of an inventory of contracts and service providers;
- D. The period necessary for the **Concessionaire** to assess its interest in assuming existing contracts, as well as the planning of such assumption, should it be feasible;
- E. The operational measures necessary for the assumption of the administrative activities;
- F. The identification of the licenses and *software* necessary for the continuity of the public service granted;
- G. The identification of human resources that may be hired by the **Concessionaire**;
- H. The creation of a positive relationship with key stakeholders;
- I. The means of interaction with stakeholders, as well as the means of obtaining their information, such as: forums, focus groups, opinion surveys, electronic means of interaction, etc.
- J. The Work Plan containing the planning and schedule of the transition activities, in compliance with the period set forth in item 3.1 of **Annex 7** to the **Contract**.



Annex 20 – Form of Ratification of the Final Economic Proposal

[place], [●] [●], [●]

To

National Land Transport Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Re.: **Invitation to Bid** for the **Concession** No. [●]/[●] – Letter of Ratification of the **Final Economic Proposal**

Dear Sirs,

(NAME AND QUALIFICATION OF THE **BIDDER**), for the purposes of the **Invitation to Bid** for the **Concession** No. [●]/[●], hereby ratifies its **Final Economic Proposal**, proposing, on an unconditional, irrevocable and irreversible basis, the **Toll Discount** of [●]% ([●] percent, in accordance with the terms and conditions contemplated in the **Invitation to Bid**.

[Bidder]

[accredited representative(s)]



Annex 21 – Auction Procedures Manual

This **Annex** shall be made available on the websites of **ANTT**, at www.antt.gov.br, and of **B3 S.A.**, at www.b3.com.br.



Annex 22 – Auction Schedule

This **Annex** shall be made available on the website of **ANTT**, at www.antt.gov.br, and of **B3 S.A.**, at www.b3.com.br.



Part VII – Draft Contract

This document shall be made available separately.