

TENDER NOTICE VERSION

INTERNATIONAL PUBLIC TENDER No. 001/2026

**INTERNATIONAL PUBLIC TENDER FOR THE ADMINISTRATIVE CONCESSION FOR
THE RENOVATION, CONSERVATION, MAINTENANCE, MANAGEMENT, AND
OPERATION OF NON-PEDAGOGICAL SERVICES IN 95 (NINETY-FIVE) PUBLIC
EDUCATIONAL UNITS OF THE STATE OF MINAS GERAIS**

TENDER NOTICE

Summary

PREAMBLE..... 3

1. INTERPRETATION OF THE TENDER NOTICE6

2. APPLICABLE LAW.....6

3. DOCUMENTS COMPRISING THE TENDER NOTICE 7

4. OBJECT OF THE TENDER, AGREEMENT TERM AND ESTIMATED VALUE OF THE AGREEMENT 7

5. ACCESS TO THE TENDER NOTICE8

6. REQUESTS FOR CLARIFICATION AND CHALLENGES TO THE TENDER NOTICE8

7. TECHNICAL VISIT..... 10

8. CONDITIONS FOR PARTICIPATION.....11

9. PARTICIPATION IN CONSORTIUM 14

10. REPRESENTATION OF THE TENDERERS – ACCREDITATION..... 15

11. SUBMISSION OF DOCUMENTATION..... 17

12. PROPOSAL GUARANTEE 21

13. ECONOMIC PROPOSAL25

14. QUALIFICATION DOCUMENTS26

15. DECLARATIONS..... 35

16. PROCEDURES FOR THE ENVELOPE SUBMISSION DATE AND THE PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS.....36

17. QUALIFICATION 38

18. RECURSOS..... 39

19. AWARD AND APPROVAL.....40

20. SUMMONS FOR SIGNING OF THE AGREEMENT 41

21. INFRACTIONS AND ADMINISTRATIVE SANCTIONS44

22. REIMBURSEMENT OF EXPENSES RELATED TO THE CONCESSION46

23. FINAL PROVISIONS 47

PREAMBLE

The State of Minas Gerais, through the State Secretariat for Education (“SEE-MG”), headquartered at the Administrative City of Minas Gerais, Rodovia Papa João Paulo II, No. 3,777, Prédio Minas, 10th and 11th floors, Serra Verde District, Belo Horizonte, State of Minas Gerais, ZIP Code 31.630-903, enrolled with the CNPJ under No. 18.715.599/0001-05, hereby gives public notice, by means of this TENDER NOTICE, of the initiation of an INTERNATIONAL PUBLIC TENDER, under the sealed-bid procedure, to be awarded based on the criterion of the lowest amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT, for the selection of the most advantageous proposal for the delegation, by means of an ADMINISTRATIVE CONCESSION, for the renovation, conservation, maintenance, management and operation of non-pedagogical services in 95 (ninety-five) public EDUCATIONAL UNITS of the State of Minas Gerais, in compliance with all the rules and conditions set forth in this TENDER NOTICE and its EXHIBITS.

The CONCESSION that is the object of this TENDER NOTICE was included in the Concessions and Public-Private Partnerships Policy of the State of Minas Gerais – PPPMG, by means of Resolution of the Public-Private Partnerships Management Committee – CGPPP No. 01, dated August 21, 2023, and was validated by the CGPPP, by means of Resolution of the Public-Private Partnerships Management Committee – CGPPP No. 13, dated January 14, 2026, pursuant to State Decree No. 48,670/2023.

The TENDER shall be conducted and adjudicated by the TENDER COMMITTEE, duly established by Ordinance No. 5,235/2026, dated January 20, 2026, pursuant to State Decree No. 48,587/2023, which shall be responsible for conducting the activities necessary for carrying out the tender procedure, in compliance with the rules, procedures and deadlines established in this TENDER NOTICE.

The notice of opening of the TENDER was published in the Electronic Official Gazette of the State of Minas Gerais – DOEMG, in the edition of January 21, 2026, on the PNCP, in a newspaper of wide circulation on January 21, 2026, as well as on the website of the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>).

The TENDER was preceded by a public consultation, pursuant to the sole paragraph of item VI of Article 10 of Federal Law No. 11,079/2004, held from September 11, 2025 to November 14, 2025, by means of the disclosure of the technical studies, the draft TENDER NOTICE and its EXHIBITS on the websites of SEE-MG (www.educacao.mg.gov.br) and of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>), and was duly published in the DOEMG, in the editions of September 11, 2025 and October 16, 2025 (extension); in the Official Gazette of the Union, in the edition of October 17, 2025 (extension); in the newspaper Estado de Minas Gerais, in the editions of September 11, 2025, September 18, 2025 and October 17, 2025 (extension); in the newspaper O Estado de São Paulo, in the edition of October 17, 2025 (extension); and in the newspaper Folha de São Paulo, in the edition of September 18, 2025, in order to ensure broad participation of society in the structuring of the CONCESSION..

The TENDER was preceded by 06 (six) public hearings, pursuant to Article 21 of Federal Law No. 14,133/2021, held in the municipalities of Belo Horizonte and Montes Claros, respectively on September 24 and 26, 2025, in person; in the municipalities of Contagem, Vespasiano and Januária, respectively on November 10, 11 and 13, 2025, in person and with live streaming on the SEE-MG YouTube channel; and virtually on October 16, 2025, with live streaming on the SEE-MG YouTube channel, all of which were duly published in the DOEMG, in the editions of September 12, October 3 and October 24, 2025; in the newspaper Estado de Minas, in the editions of September 12, October 3 and October 29, 2025; in the newspaper O Globo, in the edition of October 29, 2025; and on the websites of SEE-MG (www.educacao.mg.gov.br) and of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>), in compliance with the term required under Article 21, caput, of Federal Law No. 14,133/2021.

The full text of this TENDER NOTICE and its constituent elements shall be available for download on the website of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>) and on the PNCP, pursuant to Article 54, caput and paragraph 2, of Federal Law No. 14,133/2021.

Upon obtaining this TENDER NOTICE and its EXHIBITS, each TENDERER shall ensure that it has downloaded all documentation related to the TENDER, and any subsequent allegation of insufficiency or lack of knowledge of documents shall be prohibited.

Information regarding the PROJECT shall be available for review on the website of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>).

The TENDER COMMITTEE may request assistance from members of the GRANTING AUTHORITY for the performance of its activities. The TENDER COMMITTEE may also rely on the support of B3.

In addition to the prerogatives that implicitly derive from its legal function, as provided for in State Decrees No. 48,587/2023 and No. 48,670/2023, the TENDER COMMITTEE may, in compliance with subitems 11.7 and 11.8 of this TENDER NOTICE, at its discretion:

- a. request from the TENDERERS, at any time, supplementary information regarding the DOCUMENTATION and the ACCREDITATION documents already submitted, provided that such information is necessary to ascertain facts existing as of the date of opening of the tender procedure;
- b. request the updating of documents whose validity has expired, provided that such expiration occurs only after submission of the DOCUMENTATION and the ACCREDITATION documents;
- c. remedy errors or flaws that do not alter the substance of the DOCUMENTATION and the ACCREDITATION documents and their legal validity;
- d. carry out inquiries for the purposes of clarification and remediation of formal flaws that do not alter the substance of the DOCUMENTATION and the ACCREDITATION documents and their legal validity;
- e. extend the deadlines set forth in this TENDER NOTICE, in cases of public interest and/or in the event of occurrences of FORTUITOUS EVENT or FORCE MAJEURE.

The TENDER shall observe the sequence of events indicated in the schedule below, and the dates may, if necessary, be extended:

Event	Description of the Event	Date
1	Publication of the TENDER NOTICE	01/30/2026
2	Publication of the B3 PROCEDURES MANUAL	02/06/2026
3	Deadline for scheduling the technical visit	03/17/2026
4	Deadline for carrying out the technical visit	03/19/2026 (third Business Day prior to the ENVELOPE SUBMISSION DATE)
5	Deadline for submission of requests for clarification	03/19/2026 (third Business Day prior to the

		ENVELOPE SUBMISSION DATE, until 11:59 p.m.)
6	Deadline for disclosure of responses to requests for clarification	03/24/2026 (last Business Day prior to the ENVELOPE SUBMISSION DATE)
7	Deadline for submission of challenges to the TENDER NOTICE	03/19/2026 (third Business Day prior to the ENVELOPE SUBMISSION DATE, until 11:59 p.m.)
8	Deadline for the TENDER COMMITTEE to decide on any challenges filed against the TENDER NOTICE	03/24/2026 (last Business Day prior to the ENVELOPE SUBMISSION DATE)
9	ENVELOPE SUBMISSION DATE – Receipt, by the TENDER COMMITTEE, of the ACCREDITATION documents, ENVELOPE No. 1 – PROPOSAL GUARANTEE, ENVELOPE No. 2 – ECONOMIC PROPOSAL, and ENVELOPE No. 3 – QUALIFICATION DOCUMENTS	03/25/2026, from 10:00 a.m. to 2:00 p.m., at B3 headquarters
10	Publication on the website of the PPP Unit of the State of Minas Gerais (http://www.parcerias.mg.gov.br) of the result of the analysis of ENVELOPE No. 1 – PROPOSAL GUARANTEE	03/27/2026 (last Business Day prior to the PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS)
11	<p>PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS</p> <p>Opening of ENVELOPE No. 2 – ECONOMIC PROPOSAL of the TENDERERS whose ENVELOPE No. 1 has been accepted.</p> <p>Ranking of the ECONOMIC PROPOSALS and identification of the best proposal.</p> <p>Opening of ENVELOPE No. 3 – QUALIFICATION DOCUMENTS of the TENDERER whose ECONOMIC PROPOSAL is provisionally ranked first.</p>	03/30/2026
12	Publication of the decision regarding ENVELOPE No. 3 – QUALIFICATION DOCUMENTS of the TENDERER provisionally ranked first	At the discretion of the GRANTING AUTHORITY

13	Publication of the minutes of judgment in the DOEMG and opening of the appeal period	At the discretion of the GRANTING AUTHORITY
14	Deadline for submission of grounds for appeal, disclosure of appeals filed, and commencement of the period for submission of counter-arguments	Up to 03 Business Days as of Event 13
15	Deadline for submission of counter-arguments	Up to 03 Business Days as of Event 14
16	Decision by the TENDER COMMITTEE on any administrative appeal(s) filed, with publication of the appeal decision in the DOEMG and disclosure on the website of the PPP Unit.	At the discretion of the GRANTING AUTHORITY
17	Publication of the AWARD and approval acts and commencement of the period for the AWARDEE to evidence compliance with the conditions precedent to execution of the AGREEMENT	At the discretion of the GRANTING AUTHORITY
18	Final deadline for the AWARDEE to evidence compliance with the conditions precedent to execution of the AGREEMENT	Deadline set forth in subitem 19.3 of the TENDER NOTICE
19	Expected date for execution of the AGREEMENT	At the discretion of the GRANTING AUTHORITY

1. INTERPRETATION OF THE TENDER NOTICE

- 1.1. Unless expressly provided otherwise, the terms, phrases and expressions, when used in this TENDER NOTICE, EXHIBITS and APPENDICES and written in capital letters, shall be understood and interpreted in accordance with the meanings set forth in EXHIBIT I – GLOSSARY, and may be used in either the singular or the plural, with no change in meaning.
- 1.2. The titles of the chapters and items of this TENDER NOTICE shall not be used for purposes of its application or interpretation.
- 1.3. In the event of any discrepancy between this TENDER NOTICE and the EXHIBITS, the provisions of this TENDER NOTICE shall prevail.

2. APPLICABLE LAW

- 2.1. This TENDER is governed by the provisions of this TENDER NOTICE and its EXHIBITS and, where applicable, by the rules governing the matter, in particular: (i) the Constitution of the Federative Republic of Brazil of 1988; (ii) the Constitution of the State of Minas Gerais of 1989; (iii) Federal Law No. 8,987/1995; (iv) Federal Law No. 11,079/2004; (v) State Decree No. 48,670/2023; (vi) State Law No. 13,994/2001; (vii) State Decree No. 47,524/2018; (viii) State Decree No. 47,766/2019; and, subsidiarily, Federal Law No. 14,133/2021, State Law No. 14,184/2002 and State Decree No. 48,587/2023.

3. DOCUMENTS COMPRISING THE TENDER NOTICE

- 3.1. The following EXHIBITS are an integral and inseparable part of this TENDER NOTICE:
- a. EXHIBIT I: Glossary;
 - b. EXHIBIT II: Templates for Letters and Declarations
 - c. EXHIBIT III: Draft Administrative Concession Agreement and its respective EXHIBITS and APPENDICES;
 - d. EXHIBIT IV: B3 Procedures Manual.
- 3.2. The contents of this TENDER NOTICE and of its EXHIBITS listed in subitem 3.1 shall be binding upon the PARTIES, except where expressly provided otherwise.
- 3.3. Any information, studies, research, investigations and surveys made available by the GRANTING AUTHORITY within the scope of this TENDER, as supporting documents, are provided solely for reference purposes and shall not give rise to any liability of the GRANTING AUTHORITY for any purpose.

4. OBJECT OF THE TENDER, AGREEMENT TERM AND ESTIMATED VALUE OF THE AGREEMENT

- 4.1. The object of this TENDER is the selection of the most advantageous proposal for the delegation, by means of an ADMINISTRATIVE CONCESSION for the renovation, conservation, maintenance, management and operation of non-pedagogical services of 95 (ninety-five) public EDUCATIONAL UNITS of the State of Minas Gerais, in accordance with the specifications set forth in this TENDER NOTICE and its EXHIBITS.
- 4.1.1. The 95 (ninety-five) EDUCATIONAL UNITS are subdivided into SUBLOTS 01 and 02, as follows:
- a. SUBLOT 01: composed of 34 (thirty-four) EDUCATIONAL UNITS, all located in the Northern Region of the State of Minas Gerais;
 - b. SUBLOT 02: composed of 61 (sixty-one) EDUCATIONAL UNITS, all located in the Metropolitan Region of Belo Horizonte.
- 4.1.2. SUBLOTS 01 and 02 may be grouped under the GLOBAL LOT for bidding purposes, and the bidding may occur on a segregated basis, through the submission of an ECONOMIC PROPOSAL per SUBLOT, and/or on a joint basis, through the submission of an ECONOMIC PROPOSAL for the GLOBAL LOT, in accordance with the competitive arrangements set forth in this TENDER NOTICE.
- 4.1.3. Each TENDERER may bid for one, two or all three lots, by submitting one, two or three ECONOMIC PROPOSALS simultaneously, in compliance with the rules for submission of documents set forth in subitem 11 of this TENDER NOTICE.
- 4.2. The AGREEMENT TERM shall be 25 (twenty-five) years, counted as of the EFFECTIVENESS DATE of the AGREEMENT, and may be extended in accordance with the terms defined in the AGREEMENT.
- 4.3. For the purposes of this TENDER, the ESTIMATED VALUE OF THE AGREEMENT, which corresponds to the net present value of the sum of the installments of the MAXIMUM MONTHLY AVAILABILITY PAYMENT to be received by the future CONCESSIONAIRE during the CONCESSION TERM, is:

- a. in the case of contracting under the GLOBAL LOT, BRL 2,390,962,084.92 (two billion, three hundred ninety million, nine hundred sixty-two thousand, eighty-four **Brazilian reais** and ninety-two **centavos**), at the base date of November 2025;
- b. in the case of contracting under segregated SUBLOTS:
 - (i) BRL 974,390,913.13 (nine hundred seventy-four million, three hundred ninety thousand, nine hundred thirteen **Brazilian reais** and thirteen **centavos**), at the BASE DATE of November 2025, for SUBLLOT 01; and
 - (ii) BRL 1,613,584,377.95 (one billion, six hundred thirteen million, five hundred eighty-four thousand, three hundred seventy-seven **Brazilian reais** and ninety-five **centavos**), at the BASE DATE of November 2025, for SUBLLOT 02.

4.3.1. The ESTIMATED VALUE OF THE AGREEMENT is for reference purposes only and may not be invoked by any TENDERER for any purpose, nor may it be used by the future CONCESSIONAIRE or by the GRANTING AUTHORITY as a basis for any claim for restoration of the economic-financial balance.

5. ACCESS TO THE TENDER NOTICE

- 5.1. This TENDER NOTICE and its EXHIBITS shall be available in the manner set forth in the Preamble.
- 5.2. The GRANTING AUTHORITY shall not be liable for any documents, information, spreadsheets, forms, studies and projects obtained or disclosed in any manner other than that established in the Preamble.
- 5.3. Obtaining or accessing this TENDER NOTICE shall not be a condition for participation in the TENDER, and full knowledge of the terms and conditions of the TENDER and of the CONCESSION by each TENDERER shall be presumed, as evidenced by the submission of a statement pursuant to subitem 15.1.5 of this TENDER NOTICE, without prejudice to the right to challenge its terms.
- 5.4. The TENDERERS shall be responsible for the direct assessment of the conditions of the PROJECT IMPLEMENTATION and of the provision of the SERVICES, as well as of all data and information necessary for the preparation of the ECONOMIC PROPOSAL and for the operation of the CONCESSION.

6. REQUESTS FOR CLARIFICATION AND CHALLENGES TO THE TENDER NOTICE

- 6.1. Should any interested party require additional clarification, such party shall submit a request to the GRANTING AUTHORITY, to the attention of the TENDER COMMITTEE, drafted in the Portuguese language, by the third Business Day prior to the ENVELOPE SUBMISSION DATE, as indicated in Event 5 of the schedule set forth in the Preamble, by means of an email sent to sa.comissaoPPP@educacao.mg.gov.br, with the subject line "Request for Clarification – PPP Renovation of 95 Educational Units", attaching a PDF file containing the questions formulated in accordance with Template No. 1 included in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS.
 - 6.1.1. All requests for clarification shall be deemed submitted on the date of their receipt, except if received after 11:59 p.m. (Brasília time).

- 6.1.2. Requests for clarification received after 11:59 p.m. (Brasília time) shall be deemed submitted, for all legal purposes, including for purposes of timeliness, on the immediately following Business Day.
- 6.1.3. The TENDER COMMITTEE shall not respond to requests for clarification submitted after the deadline set forth in the Preamble or not in compliance with subitem 6.1.
- 6.1.4. The TENDER COMMITTEE shall not be responsible for any issues or failures in the sending or receipt of requests for clarification, nor for the legibility and visual quality of the documents submitted.
- 6.1.5. The responses to the requests for clarification, provided by the TENDER COMMITTEE, shall be published on the website of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>) by the date set forth in Event 6 of the schedule contained in the Preamble of this TENDER NOTICE, without identification of the requesting party.
- 6.1.5.1. At the discretion of the TENDER COMMITTEE, responses to requests for clarification submitted by interested parties may be published periodically.
- 6.2. Under penalty of forfeiture of rights, any challenge to this TENDER NOTICE shall be submitted to sa.comissaoPPP@educacao.mg.gov.br, with the subject line "Challenge to the TENDER NOTICE – SCHOOL INFRASTRUCTURE PPP", attaching the full text of the challenge in a PDF file, by the third Business Day prior to the ENVELOPE SUBMISSION DATE, as indicated in Event 7 of the schedule set forth in the Preamble.
- 6.2.1. A challenge shall be deemed timely if the corresponding message is received by 11:59 p.m. (Brasília time) on the final day of the deadline set forth in subitem 6.2.
- 6.2.2. Challenges received after 11:59 p.m. (Brasília time) shall be deemed submitted, for all legal purposes, including for purposes of timeliness, on the immediately following Business Day.
- 6.2.3. Challenges shall be addressed to the TENDER COMMITTEE and shall be accompanied by a copy of the signatory's identification document and, when submitted on behalf of a legal entity, also by evidence of the signatory's powers of representation.
- 6.2.4. The TENDER COMMITTEE shall not respond to challenges submitted after the deadline set forth in the schedule contained in the Preamble or not in compliance with subitem 6.2.
- 6.2.5. The challenge and the respective decision issued by the TENDER COMMITTEE shall be made available on the website of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>) by one Business Day prior to the ENVELOPE SUBMISSION DATE, in accordance with the schedule set forth in the Preamble.
- 6.2.6. If the ENVELOPE SUBMISSION DATE is changed, the challenge shall be submitted by up to 3 (three) Business Days prior to the new ENVELOPE SUBMISSION DATE, and the TENDER COMMITTEE shall publish the respective decision by up to 1 (one) Business Day prior to the new ENVELOPE SUBMISSION DATE.
- 6.3. In the absence of requests for clarification and challenges, or after they have been answered, all elements provided in this TENDER NOTICE shall be deemed sufficiently clear and precise for the performance of all acts within the scope of the TENDER, and no subsequent claims by the TENDERERS shall be admitted, since participation in the TENDER implies full and unconditional acceptance of all terms and conditions of this TENDER NOTICE.

- 6.4. For all legal purposes, the responses to requests for clarification and to challenges shall form an integral part of this TENDER NOTICE and shall be binding upon the GRANTING AUTHORITY, the TENDER COMMITTEE, the TENDERERS and the CONCESSIONAIRE, for all purposes.
- 6.5. At its sole discretion, whether as a result of requests for clarification, challenges to this TENDER NOTICE and/or any other reason of public interest, the TENDER COMMITTEE may amend this TENDER NOTICE at any time prior to the ENVELOPE SUBMISSION DATE.
- 6.6. In the event referred to in subitem 6.5, the amended TENDER NOTICE shall be disclosed in the same manner as the original text, and the minimum legally established deadline shall be reopened only when the amendment affects the preparation of the ECONOMIC PROPOSALS, as provided in Article 55, paragraph 1, of Federal Law No. 14,133/2021, with notice thereof to the TENDERERS by publication in the DOEMG and in a newspaper of wide circulation, on the website of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>) and on the PNCP, pursuant to Article 54, caput and paragraph 1, of Federal Law No. 14,133/2021, and the deadlines for technical visits, challenges and requests for clarification shall likewise be extended.

7. TECHNICAL VISIT

- 7.1. Each TENDERER may, through duly identified and appointed representative(s), carry out technical visits to the EDUCATIONAL UNITS, at its own expense, for the purpose of verifying the PROJECT IMPLEMENTATION site and access routes, and of obtaining full knowledge of the set of elements comprising the object of this TENDER.
 - 7.1.1. The technical visit has the sole purpose of enabling interested parties to obtain such technical information as they deem appropriate, and therefore no liability shall attach to the GRANTING AUTHORITY due to any insufficiency of the data collected during the technical visit.
- 7.2. Technical visits may be carried out up to 3 (three) Business Days prior to the ENVELOPE SUBMISSION DATE.
- 7.3. TENDERERS interested in carrying out technical visits shall schedule them with the TENDER COMMITTEE by submitting a request to sa.comissaoPPP@educacao.mg.gov.br by March 9, 2026, at least 5 (five) Business Days prior to the intended date, and shall bear all costs related thereto.
 - 7.3.1. In the scheduling request email, the TENDERER shall provide the full identification of the legal entity (corporate name and CNPJ) and of the representative(s) who will participate in the visit (name and CPF), as well as indicate availability of date and time for the visit.
 - 7.3.2. In the scheduling request email, the TENDERER shall also indicate which EDUCATIONAL UNITS it wishes to visit.
- 7.4. The TENDER COMMITTEE shall respond to the request for technical visits by scheduling different dates and times for each TENDERER to carry out individual visits, pursuant to Article 63, paragraph 4, of Federal Law No. 14,133/2021, observing, in case of conflict, priority to requests submitted first.
- 7.5. Technical visits shall be accompanied by representative(s) specifically designated by the GRANTING AUTHORITY.
- 7.6. It shall be the responsibility of each TENDERER, during the technical visit, to be accompanied by such technicians and specialists as it deems sufficient to collect the information it considers

necessary, and no request for any additional information or clarification from the GRANTING AUTHORITY, its officers and representatives or users shall be admitted.

- 7.6.1. Any clarification shall be requested in writing by interested parties or TENDERERS in the manner and within the deadlines established in this TENDER NOTICE.
- 7.6.2. For the technical visit, the TENDERER shall appear at the place and time designated by the TENDER COMMITTEE at least 15 (fifteen) minutes in advance, under penalty of cancellation of the appointment.
- 7.6.3. At the end of the technical visit, the TENDERER shall be provided with one copy of the "Certificate of Technical Visit", which shall be signed by the representative of the GRANTING AUTHORITY and by the duly appointed representative(s) of the TENDERER who participated in the visit, in accordance with Template No. 14 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS to this TENDER NOTICE.
- 7.6.4. The option to carry out a technical visit constitutes a right and a burden of the TENDERER, for purposes of the accurate and technical preparation of its ECONOMIC PROPOSAL, but it shall not constitute a disqualifying requirement of the INTERNATIONAL PUBLIC TENDER for purposes of qualification review.
- 7.7. Regardless of whether or not they carry out technical visits, the TENDERERS shall submit, in ENVELOPE No. 3 – QUALIFICATION DOCUMENTS, a statement, in accordance with Template No. 13 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, confirming full knowledge of the object, the conditions and the specific characteristics of the EDUCATIONAL UNITS, pursuant to Article 63, paragraphs 2 and 3, of Federal Law No. 14,133/2021, and, if awarded the AGREEMENT, assuming full responsibility for any losses resulting from inadequate verification, and may not, on such grounds, request restoration of the economic-financial balance of the AGREEMENT and/or any indemnification of any kind.
- 7.8. There shall be no limit to the number of visits carried out by each TENDERER, provided that each request complies with the procedures described in this TENDER NOTICE.
- 7.9. The GRANTING AUTHORITY shall keep confidential the list of interested parties who carry out technical visits, the representatives indicated by such interested parties and copies of the documents evidencing representation, as well as any other information and/or documents that may allow identification of the TENDERERS.

8. CONDITIONS FOR PARTICIPATION

- 8.1. Legal entities, whether Brazilian or foreign, including private pension entities and investment funds, may participate in the TENDER, pursuant to the terms of the BIDDING DOCUMENTS, individually or as part of a CONSORTIUM.
- 8.2. Participation in the TENDER, whether directly or indirectly, individually or as part of a CONSORTIUM, is prohibited, pursuant to Article 14 of Federal Law No. 14,133/2021, for the following:
 - 8.2.1. Legal entities declared ineligible to bid or contract by act of the PUBLIC ADMINISTRATION, as provided for in Article 156, item IV, of Federal Law No. 14,133/2021;
 - 8.2.2. Legal entities barred from participating in bids or contracting with the State PUBLIC ADMINISTRATION, pursuant to Article 156, item III, of Federal Law No. 14,133/2021;

- 8.2.3. Legal entities that, at the time of the TENDER, are prevented from participating in bidding or administrative contracting due to a sanction imposed on them, pursuant to Article 14, item III, of Federal Law No. 14,133/2021;
- 8.2.3.1. The prohibition set forth in item 8.2.3 also applies to a TENDERER acting in substitution for another individual or legal entity, with the intent to circumvent the effectiveness of the sanction imposed, including its ASSOCIATE, any entity that exercises CONTROL over it or over which it exercises CONTROL, provided that the unlawful act or fraudulent use of the legal entity is duly evidenced, pursuant to Article 14, §1, of Federal Law No. 14,133/2021.
- 8.2.4. Legal entities that maintain technical, commercial, economic, financial, labor, or civil relationships with an officer of the GRANTING AUTHORITY, or that are the spouse, partner, or relative by blood or affinity, up to the third degree, of such officer, or of a public agent who performs functions in the TENDER or acts in the supervision or management of the AGREEMENT, pursuant to Article 14, item IV, of Federal Law No. 14,133/2021;
- 8.2.5. Legal entities having as partners public agents of the GRANTING AUTHORITY, or third parties who assisted in conducting the TENDER as support staff, specialized professionals, or employees, or representatives of companies that provided technical advisory services, observing situations that may constitute conflicts of interest during or after the exercise of office or employment, pursuant to Article 9, §1, of Federal Law No. 14,133/2021;
- 8.2.6. Legal entities whose owners, controlling shareholders, or directors are members of the legislative branches of the Union, States, or Municipalities, or who perform remunerated functions therein, pursuant to Article 54, item II, "a", in conjunction with Article 29, item IX, of the Constitution of the Federative Republic of Brazil;
- 8.2.7. Legal entities that are CONTROLLING, CONTROLLED, or ASSOCIATE companies of another TENDERER, pursuant to Federal Law No. 6,404/1976, competing with each other, pursuant to Article 14, item V, of Federal Law No. 14,133/2021;
- 8.2.8. Legal entities that, within the five (5) years prior to publication of the TENDER NOTICE, have been convicted by a final court decision for child labor exploitation, for subjecting workers to conditions analogous to slavery, or for hiring adolescents in cases prohibited by labor legislation, pursuant to Article 14, item VI, of Federal Law No. 14,133/2021;
- 8.2.9. Legal entity that has been convicted, by a final and unappealable court decision, to the penalty of deprivation of rights due to the commission of environmental crimes, pursuant to Article 10 of Federal Law No. 9,605/1998;
- 8.2.10. Legal entity that is prohibited from contracting with the PUBLIC ADMINISTRATION due to a restrictive sanction of rights arising from an environmental administrative infraction, pursuant to Article 72, paragraph 8, item V, of Federal Law No. 9,605/1998;
- 8.2.11. Legal entity whose director(s) or technical officer(s) is/are or has/have been a holder of a permanent position or employment at the State Secretariat of Education of Minas Gerais – SEE-MG, at the Development Company of Minas Gerais – CODEMGE, or at the State Secretariat of Infrastructure, Mobility and Partnerships – SEINFRA/MG, or a holder of a senior management, advisory or intermediate assistance position of the State of Minas Gerais, within the last 180 (one hundred and eighty) days prior to the date of publication of the TENDER NOTICE;
- 8.2.12. Legal entity listed in the Suppliers Registry as barred from tendering and contracting with the State Public Administration, pursuant to State Law No. 13,994/2001;

- 8.2.13. Legal entity that is undergoing bankruptcy, voluntary bankruptcy, judicial or extrajudicial recovery, judicial or extrajudicial liquidation, insolvency, temporary special administration, or intervention, pursuant to Article 69, item II, of Federal Law No. 14,133/2021, unless the approval of the judicial reorganization plan or the ratification of the extrajudicial reorganization plan, as applicable, is evidenced;
- 8.2.14. Legal entity that has been prohibited from participating in tenders promoted by the State Public Administration due to infringement of the economic order, pursuant to Article 38, item II, of Federal Law No. 12,529/2011;
- 8.2.15. Legal entity that has been prohibited from contracting with the PUBLIC ADMINISTRATION due to conviction for an act of administrative misconduct, pursuant to Article 12 of Federal Law No. 8,429/1992, after the court decision has become final and unappealable;
- 8.2.16. Legal entity that has been barred or declared ineligible to tender or contract with the PUBLIC ADMINISTRATION due to noncompliance with the Access to Information Law, pursuant to Article 33, items IV and V, of Federal Law No. 12,527/2011;
- 8.2.17. Legal entity that, individually or as part of a CONSORTIUM, has directly or indirectly participated in the structuring studies and drafting of the TENDER NOTICE and EXHIBITS, in the capacity of consultant or its subcontractors, or in which the author of the BASIC or DETAILED DESIGN is a director, manager, shareholder, or holder of more than 5% (five percent) of the voting capital, or PARENT COMPANY, technical officer, or subcontractor;
- 8.2.18. Legal entity that has a record of sanction, with prohibitive effect on participation in this TENDER, in the registries referred to in Article 22 of Federal Law No. 12,846/2013;
- 8.2.19. Legal entity that has a majority shareholder or managing partner convicted of committing a crime against the State Public Administration, pursuant to State Law No. 23,451/2019;
- 8.2.20. Legal entity that does not meet the conditions set forth in this TENDER NOTICE and its EXHIBITS.
- 8.3. Participation in the TENDER implies full and unconditional acceptance and awareness of all terms, provisions, and conditions of the TENDER NOTICE and its EXHIBITS, as well as of all other rules applicable to the tender procedure.
- 8.4. If the TENDERER is a legal entity or foreign entity, the following rules shall be observed, without prejudice to others set forth in this TENDER NOTICE:
 - 8.4.1. The documentation included in the ENVELOPES must be duly authenticated by the Brazilian consular authority in the country of origin and translated by a sworn translator;
 - 8.4.2. Documents originating from States that are signatories to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in Brazil through Federal Decree No. 8,660/2016, may replace the authentication by the consular authority referred to in subitem 8.4.1 by the affixing of the apostille provided for in said Convention, when applicable.
 - 8.4.2.1. The documentation referred to in subitems 8.4.1 and 8.4.2 and the respective apostille must be translated by a sworn translator and have the signature acknowledged as authentic by a public notary, when applicable.
 - 8.4.3. Foreign legal entity or foreign entity TENDERERS must submit a statement in accordance with Template No. 15 set forth in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, certifying the

correlation between the documents required in the TENDER NOTICE and their corresponding documents in the country of origin, as well as their respective validity periods.

- 8.4.3.1. In the event that there are no documents equivalent to those requested in the TENDER NOTICE, such fact must be stated in the declaration provided for in subitem 8.4.3.
- 8.4.4. Foreign legal entities or foreign entities that do not operate in Brazil must submit a declaration that, in order to participate in this TENDER, they shall submit to the legislation of the Constitution of the Federative Republic of Brazil, including the provisions of the sole paragraph of Article 70 of Federal Law No. 14,133/2021, pursuant to Template No. 9 set forth in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS.
- 8.4.5. The legal representative of foreign legal entity TENDERERS shall be the person legally domiciled in Brazil and granted express powers to receive service of process and to respond administratively and judicially for their acts, by means of a power of attorney executed by public or private instrument, with signature acknowledged as authentic by a notary public or other entity, in accordance with the legislation applicable to the documents.
- 8.4.6. Participation of a CONSORTIUM formed exclusively by foreign companies shall be permitted, subject to the other provisions of item **Erro! Fonte de referência não encontrada.**

9. PARTICIPATION IN CONSORTIUM

- 9.1. TENDERERS that choose to participate as a CONSORTIUM must observe the requirements set forth in this TENDER NOTICE and comply with the following requirements, enforceable pursuant to Article 15 of Federal Law No. 14,133/2021:
 - 9.1.1. The leading company of the CONSORTIUM must be indicated, which shall represent it in all its acts;
 - 9.1.2. Each consortium member must individually meet the requirements related to legal, tax, social and labor, and economic-financial compliance;
 - 9.1.3. The technical qualification requirements must be met by the CONSORTIUM, through any of the consortium members individually, or by the aggregation of the technical qualifications presented by the consortium members, pursuant to the TENDER NOTICE;
 - 9.1.4. The disqualification or failure to qualify of any consortium member shall result in the automatic disqualification or failure to qualify of the CONSORTIUM;
 - 9.1.5. The consortium members shall be jointly and severally liable for the acts carried out within the scope of the TENDER until the eventual signing of the AGREEMENT;
 - 9.1.6. No TENDERER may participate in more than one CONSORTIUM, whether through its ASSOCIATE(S), PARENT COMPANY(IES), or SUBSIDIARY(IES), even with different ownership percentages, under penalty of disqualification;
 - 9.1.7. If a TENDERER participates in a CONSORTIUM, it shall be barred from participating individually in the TENDER.
- 9.2. In addition to other documents required under this TENDER NOTICE, participation of the TENDERER as part of a CONSORTIUM is conditional upon submission, in ENVELOPE No. 1 – PROPOSAL GUARANTEE, of the “Tender Consortium Instrument and Commitment to Form an SPE”, executed by all consortium members, which must contain the following information:

- 9.2.1. Name, organization, and purpose of the CONSORTIUM;
- 9.2.2. Qualification of the consortium member companies;
- 9.2.3. Composition of the CONSORTIUM with the respective ownership interests of its members;
- 9.2.4. Indication of the leading company, responsible for carrying out the acts incumbent upon the CONSORTIUM during the TENDER until signing of the AGREEMENT;
- 9.2.5. Provision of joint and several liability among the consortium member companies regarding acts related to the TENDER until signing of the AGREEMENT;
- 9.2.6. Obligation regarding the future formation of a SPECIAL PURPOSE ENTITY – SPE, with reference to the participation of each consortium member in the share capital of the SPE;
- 9.2.7. Term of validity established until the date of formation of the SPE;
- 9.2.8. Grant of powers to the leading company, granting express, irrevocable, and irreversible powers to act as the sole legal representative of the CONSORTIUM before the TENDER COMMITTEE and the GRANTING AUTHORITY, with full powers to receive notices, summons, and service of process regarding matters related to the TENDER or the AGREEMENT, as well as to agree to conditions, settle, file appeals and waive appeals, and to undertake to sign, on behalf of the CONSORTIUM, any papers and documents related to the object of the TENDER;
- 9.2.9. The “Tender Consortium Instrument and Commitment to Form an SPE” may be executed by public or private instrument and shall not depend on registration with the Board of Trade;
- 9.2.10. The winning CONSORTIUM must, prior to execution of the AGREEMENT, cause the formation of the SPE, in accordance with the rules set forth in this TENDER NOTICE and Article 9 of Federal Law No. 11,079/2004, observing, in the composition of its share capital, what is established in the AGREEMENT and maintaining, for all purposes, ownership interests identical to those set forth in the “Tender Consortium Instrument and Commitment to Form an SPE” submitted.
- 9.3. The inclusion, substitution, withdrawal, or exclusion of any consortium member, nor any change in the proportion of participation of the consortium members, nor the substitution of the leading company, shall be admitted until signing of the AGREEMENT, from which time onward the contractual rules shall apply to any change in the corporate composition of the SPE.

10. REPRESENTATION OF THE TENDERERS – ACCREDITATION

ACCREDITED REPRESENTATIVES

- 10.1. Each TENDERER may have up to two (2) ACCREDITED REPRESENTATIVES, who shall be responsible for representing, expressing positions, and monitoring all acts carried out by the TENDERER at the public sessions of the TENDER.
- 10.2. For purposes of evidencing the powers of representation of their ACCREDITED REPRESENTATIVES, the TENDERERS shall submit, on the ENVELOPE SUBMISSION DATE, separately from the ENVELOPES, if they have chosen not to hire an ACCREDITED BROKERAGE, a public power of attorney or a private mandate instrument, in this case granting them powers to represent the respective TENDERER.
 - 10.2.1. The power of attorney shall be prepared in accordance with Template No. 02 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS and shall be signed by the legal representatives of

the TENDERER, and shall be accompanied by documents evidencing the powers of its signatories, namely:

- 10.2.1.1. Articles of association in force, duly registered with the Commercial Registry, in the case of simple partnerships and limited liability companies;
- 10.2.1.2. Bylaws in force, duly registered with the Commercial Registry, in the case of corporations, together with:
 - a. The minutes of the shareholders' meeting that elected the current executive officers, duly registered with the Commercial Registry, in the case of companies that do not have a Board of Directors;
 - b. The minutes of the meeting of the Board of Directors that elected the current executive officers, duly registered with the Commercial Registry, in the case of companies that have a Board of Directors, together with the minutes of the shareholders' meeting that elected such Board of Directors, duly registered with the Commercial Registry;
- 10.2.1.3. In the case of investment funds, the power of attorney issued by the fund administrator, evidencing powers to perform, on behalf of the fund, all acts related to the TENDER, together with documents evidencing the powers of the grantor(s).
- 10.2.2. In the case of a TENDERER participating as a CONSORTIUM, the power of attorney may be signed by the legal representatives of all consortium members or only by the leader company, in which case the specific powers to appoint the ACCREDITED REPRESENTATIVES of the CONSORTIUM must be expressly set forth in the "Tender Consortium Instrument and Commitment to Form an SPE", which shall be submitted together with the power of attorney.
 - 10.2.2.1. The power of attorney may be waived if the ACCREDITED REPRESENTATIVES are indicated in the "Tender Consortium Instrument and Commitment to Form an SPE", in clear terms sufficient to meet this requirement, without prejudice to the obligation to submit documents evidencing the powers of the signatories of said instrument.
- 10.2.3. In the case of statutory legal representatives, the ACCREDITED REPRESENTATIVE may evidence their powers of representation by means of a Simplified Certificate issued by the Commercial Registry of the TENDERER's head office.
- 10.3. The ACCREDITED REPRESENTATIVES may only represent one single TENDERER.
- 10.4. The TENDERER may appoint or replace its ACCREDITED REPRESENTATIVE(S) at any time, upon submission of the documents listed in subitem 10.2.1 of this TENDER NOTICE.
 - 10.4.1. The replacement of ACCREDITED REPRESENTATIVES shall be made formally, upon request to the TENDER COMMITTEE and submission of the documentation required under this TENDER NOTICE.
 - 10.4.2. The request for appointment or replacement may be made during any of the public sessions of the TENDER or by formal communication through the means provided for in this TENDER NOTICE.
- 10.5. The ACCREDITED REPRESENTATIVE must carry an appropriate photo identification document proving his/her identity at the acts of the TENDER.
- 10.6. The ACCREDITED REPRESENTATIVES shall be responsible for carrying out all acts performed by the TENDERERS before the TENDER COMMITTEE, as well as signing all statements and documents required for participation in the tender procedure, including any intermediation agreement between the ACCREDITED BROKERAGE and the TENDERER, if necessary.

- 10.6.1. The powers of the ACCREDITED REPRESENTATIVE, indicated in subitem 10.6, are limited to acts within the tender procedure, as set forth in this TENDER NOTICE.
- 10.6.2. The appointment of an ACCREDITED REPRESENTATIVE for purposes of this tender procedure does not prevent the TENDERER, or the ACCREDITED REPRESENTATIVE on behalf of the TENDERER, from submitting documents signed by legal or duly appointed but non-accredited representatives (directors or attorneys-in-fact) of the TENDERER, provided that such documents are accompanied by the instruments evidencing the powers of the respective signatory.

ACCREDITED BROKERAGES

- 10.7. The TENDERERS, through their respective ACCREDITED REPRESENTATIVES, may choose to make statements in the procedures of the ENVELOPE SUBMISSION DATE and in other acts carried out directly before B3 through ACCREDITED BROKERAGES, pursuant to EXHIBIT IV – B3 PROCEDURES MANUAL, in which case the TENDERERS shall consider the following documents for purposes of ACCREDITATION:
 - 10.7.1. Intermediation agreement signed by the ACCREDITED REPRESENTATIVES of the TENDERERS and by the legal representatives (directors or attorneys-in-fact) of the ACCREDITED BROKERAGE;
 - 10.7.1.1. In the case of a CONSORTIUM, the intermediation agreement may be signed by the legal representatives (directors or attorneys-in-fact) of the leader company.
 - 10.7.2. Evidence of powers of the ACCREDITED REPRESENTATIVES of the TENDERER to sign the intermediation agreement, as set forth in EXHIBIT IV – B3 PROCEDURES MANUAL.
 - 10.7.3. The intermediation agreement shall observe the minimum content provided for in EXHIBIT IV – B3 PROCEDURES MANUAL.
- 10.8. Each ACCREDITED BROKERAGE may only represent one single TENDERER, and each TENDERER may only be represented and participate in the TENDER through one single ACCREDITED BROKERAGE.
- 10.9. If the TENDERER does not retain an ACCREDITED BROKER, the TENDERER shall be represented with B3 through its duly ACCREDITED REPRESENTATIVES.
- 10.10. Even if it chooses to use an ACCREDITED BROKERAGE, the TENDERER shall perform, through its ACCREDITED REPRESENTATIVES, all acts of the PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS that, pursuant to EXHIBIT IV – B3 PROCEDURES MANUAL, are not the responsibility of the ACCREDITED BROKERAGES, such as the signing of documents and recording of observations in the minutes.
- 10.11. If the ACCREDITED BROKERAGE does not have an updated registration with B3 on the ENVELOPE SUBMISSION DATE, it shall submit representation documents of the representatives of the ACCREDITED BROKERAGE who attend the submission of the ENVELOPES, pursuant to EXHIBIT IV – B3 PROCEDURES MANUAL.

11. SUBMISSION OF DOCUMENTATION

- 11.1. On the ENVELOPE SUBMISSION DATE, the TENDERERS shall submit the ENVELOPES at the headquarters of B3, located at Rua XV de Novembro, No. 275, Centro, São Paulo, State of São

Paulo, between 10:00 a.m. and 2:00 p.m., in opaque, separate, sealed and tamper-evident envelopes, initialed across the seal by an ACCREDITED REPRESENTATIVE or an ACCREDITED BROKERAGE, bearing on the outside the following information:

<p>ENVELOPE No. 1 – PROPOSAL GUARANTEE</p> <p>TENDER NOTICE OF INTERNATIONAL PUBLIC TENDER No. 001/2026 – SCHOOL INFRASTRUCTURE PPP.</p> <p>[FULL CORPORATE NAME OF THE TENDERER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEAD COMPANY]</p> <p>[SUBLOT [●] / GLOBAL LOT]</p> <p>[NAME, TELEPHONE NUMBER AND E-MAIL ADDRESS OF THE ACCREDITED REPRESENTATIVES]</p> <p>[NAME AND IDENTIFICATION OF THE ACCREDITED BROKERAGE, IF APPLICABLE]</p>
<p>ENVELOPE No. 2 – ECONOMIC PROPOSAL</p> <p>TENDER NOTICE OF INTERNATIONAL PUBLIC TENDER No. 001/2026 – SCHOOL INFRASTRUCTURE PPP.</p> <p>[FULL CORPORATE NAME OF THE TENDERER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEAD COMPANY]</p> <p>[SUBLOT [●] / GLOBAL LOT]</p> <p>[NAME, TELEPHONE NUMBER AND E-MAIL ADDRESS OF THE ACCREDITED REPRESENTATIVES]</p> <p>[NAME AND IDENTIFICATION OF THE ACCREDITED BROKERAGE, IF APPLICABLE]</p>
<p>ENVELOPE No. 3 – QUALIFICATION DOCUMENTS</p> <p>TENDER NOTICE OF INTERNATIONAL PUBLIC TENDER No. 001/2026 – SCHOOL INFRASTRUCTURE PPP.</p> <p>[FULL CORPORATE NAME OF THE TENDERER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEAD COMPANY]</p> <p>[SUBLOT [●] / GLOBAL LOT]</p> <p>[NAME, TELEPHONE NUMBER AND E-MAIL ADDRESS OF THE ACCREDITED REPRESENTATIVES]</p> <p>[NAME AND IDENTIFICATION OF THE ACCREDITED BROKERAGE, IF APPLICABLE]</p>

- 11.1.1. At the time of submission of the ENVELOPES, the TENDERERS shall also submit, separately, the ACCREDITATION documents, through their ACCREDITED REPRESENTATIVES, upon presentation of documents evidencing their powers of representation, or through the ACCREDITED BROKERAGES, whose powers shall be verified through the B3 system, pursuant to EXHIBIT IV – B3 PROCEDURES MANUAL.
- 11.2. Each TENDERER may bid for the SUBLOTS individually and/or for the GLOBAL LOT, provided that, specifically for each, it submits the complete set of ENVELOPES Nos. 1, 2 and 3, with the corresponding documentation.

- 11.3. In the event of participation in more than one SUBLOT, or in SUBLOT(S) and in the GLOBAL LOT, the TENDERER shall:
- 11.3.1. Submit the ENVELOPES No. 1 individually, indicating therein the lots to which they correspond, including the respective PROPOSAL GUARANTEES, in accordance with item 12;
- 11.3.2. Submit the ENVELOPES No. 2 individually, indicating therein the lots to which they correspond, including the respective ECONOMIC PROPOSALS, in accordance with item **Erro! Fonte de referência não encontrada.;**
- 11.3.3. Submit the ENVELOPES No. 3 individually, indicating therein the lots to which they correspond, including the respective QUALIFICATION DOCUMENTS, in accordance with item **Erro! Fonte de referência não encontrada..**
- 11.3.4. The ENVELOPES shall be submitted by the ACCREDITED REPRESENTATIVE or by the ACCREDITED BROKERAGE, if engaged.
- 11.4. Each ENVELOPE shall contain two (2) identical hard copies, identified as "1st copy" and "2nd copy", containing printed documents in Portuguese, bound, initialed, with all pages sequentially numbered, including divider sheets, catalogs, drawings or similar documents, if any, regardless of whether there is more than one binder, from the first to the last page, so that the number on the last page of the last binder reflects the total number of pages of each volume, and no erasures, alterations, interlineations or reservations shall be permitted.
- 11.4.1. Each volume included in the ENVELOPE shall contain an opening statement page and a closing statement page specific to such volume, which shall not be numbered.
- 11.4.2. The documentation included in the ENVELOPES shall also be submitted in electronic format by means of a USB flash drive, in standard PDF (Adobe Acrobat) format, inserted in the 1st hard copy of the respective ENVELOPE, with content identical to that of the hard copy submitted in each ENVELOPE.
- 11.4.3. In the event of any discrepancy between the information submitted in hard copy and in electronic format, the hard copy shall prevail. In the event of any discrepancy between the 1st hard copy and the 2nd hard copy, the information contained in the 1st hard copy shall prevail.
- 11.4.4. In the event of any discrepancy between figures and their written form, the written form shall prevail.
- 11.4.5. The ENVELOPES shall be initialed by the ACCREDITED REPRESENTATIVES or by the ACCREDITED BROKERAGES.
- 11.4.6. B3 shall be responsible for the safekeeping of the ENVELOPES until the respective opening dates, in accordance with this TENDER NOTICE and with EXHIBIT IV – B3 PROCEDURES MANUAL.
- 11.5. The documentation included in the ENVELOPES may be submitted: (i) in original form, or (ii) in copy, except for the documents related to the PROPOSAL GUARANTEE, which shall be submitted in original form, and the attachment of a publication in an official gazette shall be permitted.
- 11.5.1. The submission of simple copies shall be permitted for the second hard copy of the ENVELOPES.

- 11.5.2. Notarization of signatures on statements is waived, and proof of authenticity of copies of public or private documents may be made before an agent of the PUBLIC ADMINISTRATION, upon presentation of the original, which must be available for comparison by the TENDER COMMITTEE, pursuant to Law No. 13,726/2018, or by means of a declaration of authenticity by an attorney, under his or her personal responsibility, except for the notarization required under subitem 14.12.5.4 of this TENDER NOTICE, which is mandatory.
- 11.5.3. Digital signatures shall be accepted on statements and on the other documents referred to in this TENDER NOTICE, including the PROPOSAL GUARANTEE, provided that such digital signature is made by means of a digital certificate that ensures authenticity, integrity, reliability and non-repudiation, issued under the parameters of the Brazilian Public Key Infrastructure (ICP-Brasil), pursuant to Article 10, paragraph 1, of Provisional Measure No. 2,200-2.
- 11.5.4. The digital signatures admitted shall include suitable means for verification of their authenticity, including, without limitation, QR codes and validation codes through website links expressly indicated in the relevant document.
- 11.5.5. Native digital certificates (obtained via the internet) shall be accepted, provided that they are issued by official platforms and include the indication of the website on which the authenticity of the information may be verified.
- 11.5.6. All documents for which templates are provided in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS or in EXHIBIT IV – B3 PROCEDURES MANUAL shall be submitted strictly in accordance with such templates.
- 11.5.7. All documents submitted in this TENDER shall be within their respective validity periods.
- 11.5.7.1. Documents and certificates shall be valid on the ENVELOPE SUBMISSION DATE; in the case of certificates submitted without an express expiration date, those issued up to ninety (90) days prior to the ENVELOPE SUBMISSION DATE shall be accepted, unless a different validity period is established by law.
- 11.6. The documentation included in the ENVELOPES shall be drafted in Portuguese and shall be construed and interpreted in accordance with such language.
- 11.6.1. Documents drafted in a foreign language shall be accompanied by a translation into Portuguese by a sworn public translator and by confirmation of authenticity issued by the Brazilian diplomatic or consular representation in the country of origin of the document, without prejudice to the application of Federal Decree No. 8,660/2016 and subitem 8.4 of this TENDER NOTICE.
- 11.7. At its discretion, the TENDER COMMITTEE may remedy errors or deficiencies that do not affect the substance of the documents or their legal validity, by means of a reasoned decision, duly recorded and made available to all, granting them effectiveness for purposes of qualification and ranking, within a time period established by the Committee in accordance with the specific circumstances of each case, so as to ensure the expeditious conduct of the TENDER.
- 11.7.1. Errors or deficiencies that do not affect the substance or legal validity of the document are those that:
- a. do not distort the object of the document submitted; and
 - b. allow the information contained in the document to be verified with due certainty.

- 11.8. The substitution or submission of new documents shall not be permitted, except in the context of a clarification procedure, for purposes of:
- 11.8.1. supplementing information regarding documents already submitted by the TENDERER, provided that such supplementation is necessary to ascertain facts existing at the time of opening of the tender proceedings;
 - 11.8.2. updating documents whose validity expired after the ENVELOPE SUBMISSION DATE.
- 11.9. Only and exclusively the documents required under this TENDER NOTICE shall be submitted, and duplication or inclusion of unnecessary or unsolicited documents shall be avoided.
- 11.9.1. The submission of copies of documents already previously submitted is waived, subject to the order of submissions.
- 11.10. All statements and documents referred to in this TENDER NOTICE shall be executed by the ACCREDITED REPRESENTATIVE of the TENDERER or by a person legally authorized to do so, in accordance with the rules set forth in item 10 of this TENDER NOTICE.
- 11.11. Documents sent by mail, internet, facsimile, telegram or by any means other than those specified in this TENDER NOTICE shall not be accepted, nor shall documents received after the deadline be considered, even if due to a FORTUITOUS EVENT, FORCE MAJEURE, or acts of third parties.
- 11.12. By submitting the ENVELOPES, the TENDERERS acknowledge that they have full knowledge of the characterization and definition of the object of the TENDER, and they shall be responsible for the truthfulness and authenticity of the information contained in the documents submitted.

12. PROPOSAL GUARANTEE

- 12.1. The PROPOSAL GUARANTEE shall be issued in the name of the GRANTING AUTHORITY in the amount corresponding to one percent (1%) of the ESTIMATED VALUE OF THE AGREEMENT, pursuant to Article 58, paragraph 1, of Federal Law No. 14,133/2021, equivalent to the following amounts for the GLOBAL LOT and for each SUBLOT:
- a. BRL 23,909,620.85 (twenty-three million, nine hundred nine thousand, six hundred twenty **Brazilian reais** and eighty-five **centavos**), at the base date of November 2025, for the GLOBAL LOT;
 - b. BRL 9,743,909.13 (nine million, seven hundred forty-three thousand, nine hundred nine **Brazilian reais** and thirteen **centavos**), at the base date of November 2025, for SUBLOT 01;
 - c. BRL 16,135,843.78 (sixteen million, one hundred thirty-five thousand, eight hundred forty-three **Brazilian reais** and seventy-eight **centavos**), at the base date of November 2025, for SUBLOT 02.
- 12.1.1. The TENDERER shall submit one PROPOSAL GUARANTEE for each lot for which it intends to bid, so that, if it intends to bid for the GLOBAL LOT and also for SUBLOTS 01 and 02, it shall include one PROPOSAL GUARANTEE in each of the three ENVELOPES No. 1 to be submitted.
- 12.2. The PROPOSAL GUARANTEE may be provided in any of the following forms:

- 12.2.1. Cash deposit, in Brazilian legal tender, deposited in the manner indicated in subitems 12.8 and 12.8.1 of this TENDER NOTICE;
- 12.2.2. Pledge of public debt securities, provided that such securities have been issued in book-entry form, through registration in a centralized clearing and custody system authorized by the Central Bank of Brazil, and valued at their economic value, as defined by the Ministry of Finance;
- 12.2.3. Insurance guarantee;
- 12.2.4. Bank guarantee; or
- 12.2.5. Capitalization bond funded by a single payment, redeemable at its total value.
- 12.3. The TENDERERS shall submit, in ENVELOPE No. 1 – PROPOSAL GUARANTEE, the proposal guarantee cover letter, in accordance with Form No. 16 set forth in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS.
- 12.4. The PROPOSAL GUARANTEE shall remain valid for a minimum period of 180 (one hundred eighty) days, counted from the ENVELOPE SUBMISSION DATE, and, should such validity expire prior to execution of the AGREEMENT, its term shall be extended for the same period, at least 15 (fifteen) days prior to its expiration, at the TENDERERS' own expense, under penalty of disqualification.
- 12.5. B3 shall assist the TENDER COMMITTEE in reviewing the regularity and effectiveness of the PROPOSAL GUARANTEES submitted, in accordance with the terms and minimum conditions set forth in this TENDER NOTICE, and the result shall be communicated on the date indicated in the Preamble.
- 12.6. If the TENDERER participates in the TENDER individually, the PROPOSAL GUARANTEE shall be issued in its own name. If the TENDERER is an investment fund, the PROPOSAL GUARANTEE may be issued in the name of its respective administrator, provided that there is express reference to the investment fund.
- 12.7. If the TENDERER participates in the TENDER as part of a CONSORTIUM, the PROPOSAL GUARANTEE shall be issued in the name of one or more consortium members and shall expressly indicate the name of the CONSORTIUM and of all consortium members, with their respective percentage interests, regardless of whether the PROPOSAL GUARANTEE is provided by one or more consortium members.
 - 12.7.1. In the case of item 12.7, the total amount due as PROPOSAL GUARANTEE may also be contributed in a segregated manner among the consortium members, which may opt for one of the guarantee modalities, without prejudice to the choice, by the other consortium members, of a different modality.
 - 12.7.2. The PROPOSAL GUARANTEE submitted shall secure the obligations assumed by all consortium members as a result of their participation in the TENDER.
- 12.8. The PROPOSAL GUARANTEE provided in the form of cash deposit shall be paid by means of a State Collection Document (“Documento de Arrecadação Estadual – DAE”), no later than 24 (twenty-four) hours prior to the ENVELOPE SUBMISSION DATE, and the proof of payment shall be included in ENVELOPE No. 1 – PROPOSAL GUARANTEE, under penalty of ineffectiveness of the guarantee.
 - 12.8.1. For the payment referred to in item 12.8, the TENDERER shall access the following website: https://www.fazenda.mg.gov.br/empresas/documentos_arrecadacao/, and follow the steps below:

- a. enter the TENDERER's CNPJ number in the "CNPJ" field;
 - b. select SECRETARIA ESTADO EDUCACAO in the "Órgão Público" field;
 - c. select the option RECURSO TESOURO – CAUCAO E GARANTIAS DIVERSAS in the "Serviço ou Órgão Público" field;
 - d. complete the reCAPTCHA and click "continuar";
 - e. on the next page, enter the payment date in the "Data Pagamento" field;
 - f. enter the amount of the cash deposit in the "Valor da Receita" field;
 - g. in the "Informações Complementares" field, enter the following text: "PROPOSAL GUARANTEE submitted by the TENDERER <<name and CNPJ of the TENDERER>> pursuant to item 12 of TENDER NOTICE No. 001/2026";
 - h. click "continuar", issue the DAE and make the payment.
- 12.9. For the PROPOSAL GUARANTEE provided in the form of pledge of public debt securities, only the following securities shall be accepted: Tesouro Prefixado (Letras do Tesouro Nacional – LTN), Tesouro SELIC (Letras Financeiras do Tesouro – LFT), Tesouro IGPM+ with Semiannual Interest (Notas do Tesouro Nacional – Series C – NTN-C), Tesouro Prefixado with Semiannual Interest (Notas do Tesouro Nacional – Series F – NTN-F), Tesouro IPCA+ (Notas do Tesouro Nacional – Series B – NTN-B Principal), or Tesouro IPCA+ with Semiannual Interest (Notas do Tesouro Nacional – Series B – NTN-B), which shall be issued in book-entry form through registration in a centralized clearing and custody system authorized by the Central Bank of Brazil.
- 12.9.1. When the PROPOSAL GUARANTEE is represented by Public Debt Securities, it shall be provided at the nominal value of the securities and may not be subject to clauses of unseizability, inalienability, non-transferability, or compulsory acquisition.
- 12.10. In the event of provision of an insurance guarantee or a bank guarantee, the TENDERER shall submit, respectively, the policy issued by an insurer duly authorized by the SUSEP, containing the minimum terms and conditions set forth in Form No. 17 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, or the guarantee instrument issued by a financial institution duly authorized by the Central Bank of Brazil, in accordance with Form No. 18 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS.
- 12.10.1. The PROPOSAL GUARANTEE provided in the form of bank guarantee shall be issued by financial institutions holding a risk rating between "A" and "B", on the long-term rating scale of at least one of the following rating agencies: (a) Fitch Ratings; (b) Moody's; or (c) Standard & Poor's.
- 12.10.2. The insurance guarantee policy or the bank guarantee instrument shall be submitted in original form in ENVELOPE No. 1 of the DOCUMENTATION, and may also be submitted as a printout of the digital version, as commonly used in the insurance and financial markets, and shall also:
- a. state the amounts in **Brazilian reais**;
 - b. contain the signatures of the officers of the issuing entity, together with, as applicable, digital certification or notarization, and evidence of representation powers;
 - c. indicate the TENDERER as the policyholder and the GRANTING AUTHORITY as the insured/beneficiary;
 - d. provide for a coverage term equal to the validity period of the ECONOMIC PROPOSAL;

- e. comply with SUSEP regulations, in the case of insurance guarantee;
 - f. contain the minimum content of Form No. 17 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, in the case of insurance guarantee;
- 12.10.3. Submission of documents evidencing representation powers of the signatories of bank guarantees and insurance guarantees shall not be required if the institutions mentioned above have an updated registration as guarantee issuers with B3, or, in the case of insurance guarantee issuers, if the signatory's powers can be confirmed on the SUSEP website through issuance of the officers' certificate.
- 12.11. Capitalization bonds shall be funded by a single payment and redeemable at their total value, and shall comply with the following:
- 12.11.1. The Capitalization Company shall not be subject to fiscal management, intervention, or extrajudicial liquidation regimes;
 - 12.11.2. The Capitalization Company shall be duly incorporated and authorized to operate by SUSEP;
 - 12.11.3. The bond shall indicate the TENDERER as holder, observing the specific rules applicable to consortia and funds;
 - 12.11.4. The bond shall indicate the GRANTING AUTHORITY as assignee and state the total redemption amount at least equal to the amount required for the respective SUBLOT or GLOBAL LOT;
 - 12.11.5. No clauses shall be added that exempt the TENDERER or the Capitalization Company from their liabilities;
 - 12.11.6. The bonds shall strictly comply with CNSP Resolution No. 384/2020, issued by the Conselho Nacional de Seguros Privados (CNSP), and with SUSEP Circular No. 656/2022, as well as with all other applicable regulatory provisions;
 - 12.11.7. Electronically issued bonds with digital certification shall be verifiable as to authenticity on the Capitalization Company's and/or SUSEP's website;
 - 12.11.8. Electronically issued Capitalization Bonds shall contain signatures of the Capitalization Company's legal representatives that are verifiable as to authenticity; and
 - 12.11.9. Physically issued Capitalization Bonds shall contain signatures of the capitalization company's legal representatives with notarization.
- 12.12. The PROPOSAL GUARANTEE, in any of the modalities provided for in this TENDER NOTICE, shall be unconditional and may not contain clauses excluding any liabilities undertaken by the TENDERER and/or the issuers in connection with participation in the TENDER, except as expressly provided by law or applicable regulation.
- 12.12.1. If the PROPOSAL GUARANTEE provided in the form of insurance guarantee contains any clause incompatible with the provisions of this TENDER NOTICE, including limitation of liability or exemption clauses, the TENDERER shall submit a statement executed by the insurer confirming the inapplicability of such clauses to the TENDER, as well as the validity of the insurance guarantee for all events contemplated in this TENDER NOTICE.
- 12.13. No amendment to the terms and conditions of the submitted PROPOSAL GUARANTEE shall be permitted, except with the express and prior consent of the GRANTING AUTHORITY, upon its renewal, or for the purpose of restoring its economic value and enforceability conditions.

- 12.14. Full enforcement of the PROPOSAL GUARANTEE shall apply in the event of refusal to execute the AGREEMENT or failure to comply with the conditions for execution of the AGREEMENT set forth in the TENDER NOTICE, subject to the amount limits applicable to the respective SUBLOT or GLOBAL LOT.
- 12.15. The PROPOSAL GUARANTEES of the TENDERERS, including that of the winning tenderer, shall be returned within 10 (ten) business days counted from execution of the AGREEMENT or from the date on which the TENDER is declared unsuccessful, except in cases giving rise to enforcement.
- 12.15.1. In the case of the WINNING TENDERER, return of the PROPOSAL GUARANTEE shall also be conditional upon submission of the PERFORMANCE GUARANTEE.
- 12.16. TENDERERS that fail to submit the PROPOSAL GUARANTEE in accordance with the conditions established in this TENDER NOTICE shall be barred from participating in the TENDER, and their remaining documents shall be returned.

13. ECONOMIC PROPOSAL

- 13.1. The ECONOMIC PROPOSAL shall be submitted in accordance with Form No. 19 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, and shall state the MAXIMUM MONTHLY AVAILABILITY PAYMENT, in figures and in words, to be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE for the CONCESSION of the respective SUBLOT or GLOBAL LOT bid for, and shall, in its amount, take into account:
- 13.1.1. All expenditures to be borne by the AWARDEE in order to comply with the conditions precedent to execution of the AGREEMENT, including the minimum share capital to be subscribed and paid in the SPE;
- 13.1.2. All investments, taxes, costs and expenses required for the performance of the object of the CONCESSION;
- 13.1.3. The risks to be assumed by the CONCESSIONAIRE as a result of the performance of the activities required to comply with the AGREEMENT;
- 13.1.4. The AGREEMENT TERM;
- 13.1.5. The full depreciation or amortization of all REVERSIBLE ASSETS and of the investments made therein by the CONCESSIONAIRE during the AGREEMENT TERM;
- 13.1.6. The full costs required to comply with labor rights ensured under labor legislation, including collective bargaining agreements and terms of adjustment of conduct in force on the ENVELOPE SUBMISSION DATE;
- 13.1.7. The November 2025 base date;
- 13.1.8. That the effects of Constitutional Amendment No. 132/2023 and of Federal Supplementary Law No. 214, of January 16, 2025, were not considered in the AGREEMENT;
- 13.1.9. The requirement, as a condition for the signing of the AGREEMENT, of the subscription and full payment, in Brazilian legal currency, of the share capital of the SPE, as provided for in item 20.2.3.
- 13.1.10. The requirement, as a condition for the signing of the AGREEMENT, to pay the amount corresponding to reimbursement to BNDES for the preparation of the studies related to the

CONCESSION and to the costs of conducting the auction at B3, respectively in accordance with the terms and amounts set forth in items 20.2.5 and 20.2.6.

- 13.2. Only ECONOMIC PROPOSALS covering the entire SUBLLOT or GLOBAL LOT bid for, in strict compliance with the terms of this TENDER NOTICE, shall be considered.
- 13.3. The minimum validity period of the ECONOMIC PROPOSAL shall be 180 (one hundred eighty) days, counted from the date of its submission.
 - 13.3.1. Upon expiration of the validity period of the ECONOMIC PROPOSALS, the TENDERERS shall inform the TENDER COMMITTEE whether they intend to withdraw them, which shall result in the disqualification of the TENDERER, or to renew them for an equal period, in which case they shall remain in the TENDER.
 - 13.3.2. Up to 15 (fifteen) days prior to expiration of the ECONOMIC PROPOSAL, the TENDERER shall be notified to renew it and to submit a new PROPOSAL GUARANTEE, and may refuse to do so, in which case it shall be excluded from the TENDER.
 - 13.3.3. Submission of a PROPOSAL GUARANTEE valid for the subsequent 180 (one hundred eighty)-day period is a condition for acceptance of the renewal of the ECONOMIC PROPOSAL.
 - 13.3.4. If the TENDERER refuses to extend the validity of the ECONOMIC PROPOSAL, the return of its PROPOSAL GUARANTEE shall be authorized by the TENDER COMMITTEE and operationalized by B3, except in the case of cash deposit, in Brazilian legal currency, which shall be operationalized by the TENDER COMMITTEE.
- 13.4. The ECONOMIC PROPOSAL shall be binding, irrevocable, irreversible and unconditional, and the inclusion of amendments, erasures, conditions, interlineations, remarks or footnotes is prohibited, under penalty of disqualification.
- 13.5. A TENDERER may be disqualified if:
 - 13.5.1. it fails to comply with all requirements set forth in this TENDER NOTICE and in the applicable law;
 - 13.5.2. its ECONOMIC PROPOSAL is subject to a condition or term not provided for in this TENDER NOTICE; or
 - 13.5.3. it offers a MAXIMUM MONTHLY AVAILABILITY PAYMENT higher than:
 - a. BRL 26,038,937.83 (twenty-six million, thirty-eight thousand, nine hundred thirty-seven **reais** and eighty-three **centavos**), at the November 2025 base date, for the GLOBAL LOT;
 - b. BRL 9,663,218.10 (nine million, six hundred sixty-three thousand, two hundred eighteen **reais** and ten **centavos**), at the November 2025 base date, for SUBLLOT 01;
 - c. BRL 16,724,154.50 (sixteen million, seven hundred twenty-four thousand, one hundred fifty-four **reais** and fifty **centavos**), at the November 2025 base date, for SUBLLOT 02.

14. QUALIFICATION DOCUMENTS

LEGAL QUALIFICATION

- 14.1. The TENDERER shall submit the following documentation relating to legal qualification:
 - 14.1.1. Articles of incorporation, bylaws or partnership agreement of the business company, together with any subsequent amendments, duly registered with the commercial registry of the place of

its head office, and, in the case of corporations, accompanied by documents evidencing the election of its directors;

- 14.1.2. Articles of incorporation (or equivalent constitutive documents), duly registered, in the case of civil or non-business entities, as amended, if applicable, accompanied by evidence of appointment and authority of the current directors/officers;
- 14.1.3. Authorization decree, in the case of a foreign company or entity operating in Brazil, and the act of registration or authorization to operate issued by the competent authority, when so required by the nature of the activity.
- 14.2. If the TENDERER is an investment fund, it shall submit the following documents:
 - 14.2.1. Evidence of registration of the investment fund with the Securities and Exchange Commission (CVM), created by Federal Law No. 6,385/1976;
 - 14.2.2. The articles of incorporation of the investment fund, including the latest amendment, filed with the competent authority;
 - 14.2.3. Fund regulations and amendments, if any, duly registered with the Registry of Deeds and Documents or with the CVM, pursuant to Circular Letter No. CVM/SIN 12/2019;
 - 14.2.4. Evidence of registration of the fund administrator and, if applicable, the fund manager, with the CVM;
 - 14.2.5. Evidence of election of the representatives of the administrator;
 - 14.2.6. Evidence that the investment fund is duly authorized by its unitholders to participate in the TENDER, by means of authorization arising from the fund's investment policy described in its regulations, and that its administrator may represent it in all acts and for all purposes of the TENDER, assuming, on behalf of the investment fund, all obligations and rights arising therefrom;
 - 14.2.7. Evidence that neither the investment fund nor its administrator is undergoing judicial liquidation, by means of certificates issued by the registry courts of their head office, or extrajudicial liquidation, by means of evidence obtained through consultation of the website of the Central Bank of Brazil – BACEN;
 - 14.2.8. A foreign investment fund shall submit a document equivalent to registration with the CVM of its country of origin, pursuant to Article 70, sole paragraph, of Federal Law No. 14,133/2021.
- 14.3. If the TENDERER is an open or closed supplementary pension entity, it shall submit the following documents:
 - 14.3.1. Minutes evidencing the election of the current directors and officers;
 - 14.3.2. Current regulations;
 - 14.3.3. Evidence of express and specific authorization for its incorporation and operation, granted by the competent supervisory authority;
 - 14.3.4. Declaration or certificate stating that the plans and benefits managed by it are not subject to liquidation or intervention by the regulatory authority.
- 14.4. Each member of a CONSORTIUM shall individually comply with the requirements relating to LEGAL QUALIFICATION.

TAX AND LABOR COMPLIANCE

- 14.5. The TENDERER shall submit the following documentation relating to TAX AND LABOR COMPLIANCE:
- 14.5.1. Evidence of registration with the National Registry of Legal Entities (CNPJ) of the Ministry of Finance;
- 14.5.2. Evidence of registration with the state and municipal taxpayers' registries of the domicile or head office of the TENDERER, relevant to its line of business and compatible with the contractual object; and, if the TENDERER is not registered with either registry due to lack of legal requirement, a self-declaration of such condition, in accordance with Template No. 5 or Template No. 6 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS;
- 14.5.3. Joint tax clearance certificate – or positive certificate with the effects of a negative certificate – issued by the Brazilian Federal Revenue Service (RFB) and the Office of the Attorney General of the National Treasury (PGFN), regarding taxes administered by the RFB and federal outstanding tax liabilities administered by the PGFN;
- 14.5.4. Certificate of tax compliance before the State Treasury, relating to registered and unregistered outstanding tax liabilities, of the domicile or head office of the TENDERER;
- 14.5.5. Certificate(s) of tax compliance regarding municipal property and service taxes before the Municipal Treasury of the domicile or head office of the TENDERER, relating to registered and unregistered outstanding tax liabilities;
- 14.5.6. Evidence of compliance with obligations relating to the Guarantee Fund for Length of Service (FGTS), by means of a clearance certificate issued by Caixa Econômica Federal;
- 14.5.7. Evidence of absence of outstanding labor liabilities before the Labor Courts, by means of a Labor Debt Clearance Certificate (CNDT), valid on the date of submission;
- 14.6. Negative certificates or positive certificates with the effects of negative certificates stating that the debts are judicially guaranteed or that their enforceability is suspended shall be accepted as evidence of tax and labor compliance.
- 14.7. Each member of a CONSORTIUM shall individually comply with the requirements relating to tax and labor compliance.
- 14.8. If any certificate submitted pursuant to Subitem 14.6 is positive or does not state the updated status of the debt(s), evidence of settlement and/or certificates indicating the updated status of the judicial actions and/or administrative proceedings listed therein, dated no more than 90 (ninety) days prior to the ENVELOPE SUBMISSION DATE, shall be submitted..
- 14.9. Evidence of application for certificates shall not be accepted.
- 14.10. TENDERERS that choose to submit the Registration Certificate (CRC) generated from the General Supplier Registry of the State of Minas Gerais (CAGEF) shall be exempt from submitting the certificates required under Subitem 14.5, provided that their registry data are up to date.
- 14.10.1. Subitem 14.10 shall not apply to TENDERERS incorporated as investment funds.
- 14.10.2. Other TENDERERS shall be ensured the right to access the data of the TENDERER that chooses to submit the Supplier Registration Certificate (CRC), at the time access is granted upon opening of the appeals phase.

TECHNICAL QUALIFICATION

- 14.11. For purposes of demonstrating TECHNICAL QUALIFICATION, three types of experience shall be required: (i) experience in the implementation of investments in infrastructure sector projects, whose requirements are set forth in subitem 14.12.2 below; (ii) experience in the execution of building construction or renovation works, whose requirements are set forth in subitem 14.12.3 below; and (iii) experience in facilities management, whose requirements are set forth in subitem 14.12.4 below, as detailed below.
- 14.12. Technical qualification shall be evidenced by submission of the documents listed in this subitem 14.12, to be included in ENVELOPE 3, whether by the TENDERER individually or by the CONSORTIUM, in which case by at least one of its members.
- 14.12.1. In the absence of an express indication or specific reference establishing differentiated requirements for each of the SUBLOTS or for the GLOBAL LOT, the rules set forth in this subitem **Erro! Fonte de referência não encontrada.**12 shall apply equally to all of them.
- 14.12.2. Certificate(s) issued by a public or private legal entity, in the name of the TENDERER, evidencing experience in the execution of an infrastructure sector project involving investments made with own or third-party resources, with provision for long-term return on invested capital, in an amount of at least:
- a. BRL 319,328,322.74 (three hundred nineteen million, three hundred twenty-eight thousand, three hundred twenty-two Brazilian reais and seventy-four centavos), for the GLOBAL LOT;
 - b. BRL 116,200,878.67 (one hundred sixteen million, two hundred thousand, eight hundred seventy-eight Brazilian reais and sixty-seven centavos), for SUBLOT 01;
 - c. BRL 203,127,444.07 (two hundred three million, one hundred twenty-seven thousand, four hundred forty-four Brazilian reais and seven centavos), for SUBLOT 02.
- 14.12.2.1. For the purposes hereof, investment value shall mean the amount of resources applied by the TENDERER in the construction, recovery, renovation, conservation, EXPANSIONS, maintenance or modernization of the undertaking;
- 14.12.2.2. The amounts stated in the supporting documents shall be updated, as from the reference date of the investment, by the IPCA or, in its absence, by another official inflation index;
- 14.12.2.3. Where the amounts stated in the supporting documents are expressed in foreign currency, the investment amounts shall be converted into Brazilian reais at the PTAX selling exchange rate published by the Central Bank of Brazil (BACEN), in effect on the date of execution of the financing agreements (or equivalent funding instruments, such as debentures, loans, or leasing agreements) or capital contributions, which shall be indicated and described in a declaration attached to the respective certificate, and shall be updated by IPCA/IBGE or another index that may replace it, up to the month immediately preceding the ENVELOPE SUBMISSION DATE;
- 14.12.2.4. In the case of certificates referring to projects developed by a CONSORTIUM, the investment value required shall be calculated in proportion to the TENDERER's participation in the respective CONSORTIUM, unless evidence is provided that the responsibilities assumed were different;
- 14.12.2.5. The aggregation of certificates shall be admitted for purposes of meeting the required investment value, provided that, in at least one of them, the investment value is at least:

- a. BRL 159,664,161.37 (one hundred fifty-nine million, six hundred sixty-four thousand, one hundred sixty-one **Brazilian reais** and thirty-seven centavos), for the GLOBAL LOT;
 - b. BRL 58,100,439.33 (fifty-eight million, one hundred thousand, four hundred thirty-nine **Brazilian reais** and thirty-three centavos), for SUBLOT 01;
 - c. BRL 101,563,722.04 (one hundred one million, five hundred sixty-three thousand, seven hundred twenty-two **Brazilian reais** and four centavos), for SUBLOT 02.
- 14.12.2.6. An active infrastructure project shall be understood as one forming part of the system of transportation or logistics, energy, fuel production, distribution or refining, basic sanitation, housing, education, or health.
- 14.12.2.7. An investment with long-term return shall be deemed to be one whose return is generated through revenues earned over a period equal to or exceeding sixty (60) months and which may be affected by the operational performance of the project.
- 14.12.2.8. For purposes of evidencing compliance with the requirement set forth in subitem 14.12.2, financing agreements, declarations and/or certificates issued by the financial institutions that granted the financing, evidence of subscription of publicly offered debentures, among other appropriate documents, shall be accepted, provided that the respective investment and the amounts raised are expressly indicated.
- 14.12.3. Certificate(s) issued by a public or private legal entity, in the name of the TENDERER, evidencing experience in the execution of construction or renovation works of institutional, residential, commercial or service-use buildings, whose aggregated areas total at least:
- a. 71,730 m² (seventy-one thousand, seven hundred and thirty square meters), for the GLOBAL LOT;
 - b. 27,423 m² (twenty-seven thousand, four hundred and twenty-three square meters), for SUBLOT 01;
 - c. 44,307 m² (forty-four thousand, three hundred and seven square meters), for SUBLOT 02.
- 14.12.3.1. The aggregation of certificates shall be permitted to evidence the minimum area required under subitem 14.12.3, provided that at least one of the certificates evidences construction or renovation of a building with an area equal to or greater than 3,409.14 m² (three thousand, four hundred and nine point one four square meters).
- 14.12.3.2. The experience required under subitem 14.12.3 may also be evidenced by certificate(s) issued in the name of a SUBCONTRACTED CONSTRUCTION COMPANY, subject to the following:
- a. the SUBCONTRACTED CONSTRUCTION COMPANY and its ASSOCIATES are prohibited from participating in the TENDER, whether individually or as part of a CONSORTIUM;
 - b. more than one TENDERER may submit certificates relating to the same SUBCONTRACTED CONSTRUCTION COMPANY;
 - c. together with the experience of the SUBCONTRACTED CONSTRUCTION COMPANY, a declaration shall be submitted in accordance with Template No. 21 included in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, to be executed by the TENDERER and the SUBCONTRACTED CONSTRUCTION COMPANY, identifying the latter as responsible for the future execution of the works of the EDUCATIONAL UNITS;

- d. the SPE shall execute, prior to the AGREEMENT SIGNING DATE, a binding construction agreement with the SUBCONTRACTED CONSTRUCTION COMPANY, which shall, at a minimum, incorporate the requirements set forth in subitem 14.12.3.3 below.
- 14.12.3.3. As a condition precedent to the signing of the AGREEMENT, the construction agreement to be executed by the SPE with the SUBCONTRACTED CONSTRUCTION COMPANY, pursuant to subitem 14.12.3.2, "d", shall provide, at a minimum, for the following:
- a. a declaration that the SPE may not be released, in whole or in part, from the obligations arising from the AGREEMENT, nor justify any delay or irregularity in the execution of its object, due to any fact attributable to the SUBCONTRACTED CONSTRUCTION COMPANY;
 - b. that the SPE shall be exclusively liable vis-à-vis the GRANTING AUTHORITY for performance of the AGREEMENT, irrespective of the arrangements entered into with the SUBCONTRACTED CONSTRUCTION COMPANY;
 - c. designation of a technical manager;
 - d. that termination of the agreement with the SUBCONTRACTED CONSTRUCTION COMPANY shall be preceded by the designation of a new SUBCONTRACTED CONSTRUCTION COMPANY with experience equal to or greater than that required under subitem 14.12.3.
- 14.12.4. Certificate(s) issued by a public or private legal entity, in the name of the TENDERER, evidencing experience in the direct or indirect execution of building management services, for a minimum uninterrupted period of twelve (12) months, in institutional, commercial or service-use buildings, including management of at least two of the following services: (i) cleaning, (ii) conservation, (iii) access control, and (iv) preventive and corrective building maintenance, which receive a constant flow of people, and whose aggregated built areas total at least:
- a. 71,730 m² (seventy-one thousand, seven hundred and thirty square meters), for the GLOBAL LOT;
 - b. 27,423 m² (twenty-seven thousand, four hundred and twenty-three square meters), for SUBLLOT 01;
 - c. 44,307 m² (forty-four thousand, three hundred and seven square meters), for SUBLLOT 02.
- 14.12.4.1. The aggregation of certificates shall be permitted for the purpose of evidencing compliance with the minimum quantitative requirement set forth in subitem 14.12.3, provided that at least one of the certificates submitted evidences, at a minimum, the execution of building management services in the amount of:
- a. 35,865 m² (thirty-five thousand, eight hundred and sixty-five square meters), for the GLOBAL LOT;
 - b. 13,712 m² (thirteen thousand, seven hundred and twelve square meters), for SUBLLOT 01;
 - c. 22,153 m² (twenty-two thousand, one hundred and fifty-three square meters), for SUBLLOT 02.
- 14.12.4.2. For purposes of the technical qualification required under subitem 14.12.4, the following shall be observed:
- a. Institutional, commercial and/or service-use buildings with a constant flow of people include, on a non-exhaustive basis: hospitals and primary healthcare units; schools;

universities and colleges; cultural and leisure centers; shopping centers; event venues; stadiums and sports arenas; airports; public service assistance centers; and bus terminals;

- b. The total square footage required under subitem 14.12.4.1, "a", "b" e "c" may correspond to a single building or to the sum of smaller areas, provided that, in any event, the total area is evidenced in a single certificate.

14.12.4.3. The experience referred to in subitem 14.12.4 may alternatively be evidenced by certificate(s) issued in the name of a SUBCONTRACTED ENTITY, subject to the following:

- a. The SUBCONTRACTED ENTITY, its AFFILIATES or ASSOCIATES, are prohibited from participating in the TENDER, whether individually or as part of a CONSORTIUM;
- b. More than one TENDERER may submit certificates relating to the same SUBCONTRACTED ENTITY;
- c. Together with the experience of the SUBCONTRACTED ENTITY, a declaration shall be submitted in accordance with Template No. 22 included in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, to be executed by the TENDERER and the SUBCONTRACTED ENTITY, identifying the latter as responsible for the provision of the SERVICES;
- d. The retention of the SUBCONTRACTED ENTITY shall be formalized by the SPE prior to the execution of the AGREEMENT and shall, at a minimum, provide for compliance with the requirements set forth in subitem 14.12.4.4.

14.12.4.4. The agreement to be entered into by the SPE with the SUBCONTRACTED ENTITY, in accordance with subitem 14.12.4.3, "d", as a condition precedent to execution of the AGREEMENT, shall provide, at a minimum, for:

- a. A minimum AGREEMENT term of five (5) years
- b. That, in the event of early termination of the AGREEMENT, the SERVICES shall not be interrupted or suspended until a new service provider is designated by the GRANTING AUTHORITY;
- c. That, in the event of termination of the services agreement for any reason, the SERVICES shall not be interrupted or suspended until a new service provider, with qualifications equal to or greater than those of the former SUBCONTRACTED ENTITY, is contracted by the SPE with prior approval of the GRANTING AUTHORITY;
- d. Express acknowledgment of the responsibilities of the SUBCONTRACTED ENTITY in light of the terms of the AGREEMENT and the quality and efficiency standards required therein;
- e. Designation of at least one technical manager of the SUBCONTRACTED ENTITY; and
- f. A declaration that the SPE shall be exclusively liable vis-à-vis the GRANTING AUTHORITY for the obligations set forth in the AGREEMENT and its EXHIBITS, and may not be released from compliance therewith nor justify any delay or irregularity in the execution of the SERVICES due to any fact attributable to the SUBCONTRACTED ENTITY.

14.12.4.5. The experience referred to in subitem 14.12.4 may alternatively be evidenced by certificate(s) issued in the name of a qualified professional affiliated with the TENDERER or any member of the CONSORTIUM, provided that such affiliation is valid on the ENVELOPE SUBMISSION DATE, subject to the following rules:

- a. Evidence of affiliation may be provided by corporate bylaws, professional registration, employee records, employment agreement, or technical assistance agreement;
 - b. evidence may also be provided by means of a letter or agreement of intent entered into between the TENDERER or a member of the CONSORTIUM and the qualified professional, pursuant to which the professional undertakes to participate in the ADMINISTRATIVE CONCESSION under any of the forms of affiliation referred to in item "a", should the TENDERER or CONSORTIUM be declared the WINNING TENDERER;
 - c. The contractual relationship between the TENDERER or any CONSORTIUM Member and the qualified professional shall remain valid at least until the AGREEMENT SIGNING DATE, subject to the provisions of the AGREEMENT governing the replacement of such professional;
 - d. The qualified professional may maintain contractual relationships with more than one TENDERER or CONSORTIUM, and no exclusivity requirement shall apply.
- 14.12.5. The following rules shall also apply to proof of experience under subitems 14.12.2, 14.12.3 and 14.12.4:
- 14.12.5.1. If the TENDERER submits proposals for SUBLOT(S) and for the GLOBAL LOT, it shall be sufficient to submit documents proving the experience required for the GLOBAL LOT, but one full set of such documents shall be included in each ENVELOPE 3 submitted.
 - 14.12.5.2. Where the TENDERER or a CONSORTIUM member is an investment fund, certificates may be issued in its name or in the name of a company it controls, or in the name of another investment fund or a company controlled by such other fund, provided that in the latter two cases both funds were under the same management during the period in which the experience was obtained, and such manager acted in that capacity.
 - 14.12.5.3. Certificates issued in the name of a SUBSIDIARY or PARENT COMPANY of the TENDERER shall be accepted, provided that documents evidencing such corporate relationship are submitted.
 - 14.12.5.3.1 In cases of corporate restructuring, merger, incorporation or spin-off, certificates shall only be accepted upon unequivocal proof of definitive transfer of the technical portfolio to the TENDERER.
 - 14.12.5.3.2 Certificates issued in the name of ASSOCIATES or companies under common CONTROL with the TENDERER shall not be accepted.
 - 14.12.5.4. Certificates shall clearly and unequivocally present the required information, on the letterhead of the issuing entity, in original or notarized copy, and shall contain at least:
 - a. identification of the issuing legal entity;
 - b. name and title of the signatory;
 - c. full address of the issuer;
 - d. term of the contract;
 - e. contractual object;
 - f. start and end dates of the activities;
 - g. characteristics of the activities and services performed;

- h. start and end dates of the company's participation in the CONSORTIUM, when the certificate has been issued in the name of the CONSORTIUM;
 - i. description of the activities performed within the CONSORTIUM, when the certificate has been issued in the name of the CONSORTIUM;
 - j. location(s) and area(s) where activities and services are performed.
- 14.12.6. If the minimum content set forth in subitem 14.12.5.4 is not included in the relevant certificate(s), missing information may be evidenced by other documents, and the TENDER COMMITTEE may, if deemed necessary, carry out due diligence to verify the accuracy of the information.
- 14.12.7. In the case of a CONSORTIUM, the technical qualification documentation shall be submitted by at least one of the consortium members, and aggregation of experience among consortium members shall be permitted, subject to compliance with this TENDER NOTICE.
- 14.12.8. Where supporting documents evidence experience obtained as consortium member or shareholder, and the certificate identifies the activities performed by each member individually, the proportion of participation of the TENDERER in the relevant CONSORTIUM or company shall be observed.
- 14.12.8.1. If the certificate or the CONSORTIUM formation agreement does not identify the activities performed by each member individually, the following criteria will be adopted in the evaluation of their technical qualification:
 - a. if the certificate was issued in favor of a homogeneous consortium, the attested experience shall be recognized for each consortium member in proportion to its quantitative participation;
 - b. if the certificate was issued in favor of a heterogeneous consortium, the attested experience shall be recognized for each member according to its respective field of activity.
- 14.12.8.2. For purposes of evidencing the percentage of participation, if such percentage is not expressly stated in the certificate or attestation, a copy of the CONSORTIUM's articles of incorporation must be attached to the certificate or attestation.

ECONOMIC AND FINANCIAL QUALIFICATION

- 14.13. The TENDERER shall submit the following documentation regarding economic and financial qualification:
 - 14.13.1 In the case of business companies and investment funds, a certificate of no bankruptcy issued by the court registry of the TENDERER's headquarters, within the validity period stated therein or, if no validity period is stated, issued no more than ninety (90) days prior to the ENVELOPE SUBMISSION DATE.
 - 14.13.1.1 In the case of an investment fund, the TENDERER shall additionally submit certificates of no bankruptcy of the fund administrator and, if applicable, the fund manager, issued by the court registries of their respective headquarters.
 - 14.13.2 Certificate of no civil insolvency, in the case of non-business entities.

- 14.13.3 If the TENDERER is a complementary pension entity, it shall submit a statement that the plans and benefits it manages are not under liquidation or intervention by the National Superintendence of Complementary Pensions (PREVIC), SUSEP, or any authority that may replace them;
- 14.13.4 If the TENDERER is under judicial or extrajudicial reorganization, evidence shall be provided of court approval of the judicial reorganization plan or ratification of the extrajudicial reorganization plan, as applicable.
- 14.13.5 Together with the required negative certificates, the TENDERER shall submit a statement issued by the court of its headquarters indicating which notary or registries offices are responsible for recording bankruptcies and judicial reorganizations.
- 14.13.5.1 Submission of the certificate referred to in subitem 14.13.5 shall be waived where the court district of the TENDERER's headquarters does not issue such document, in which case the TENDERER shall submit a statement signed by the ACCREDITED REPRESENTATIVE attesting to the impossibility of submitting such document, without prejudice to the TENDER COMMITTEE's right to conduct due diligence to verify the accuracy of such statement.
- 14.13.6 Each consortium member shall individually meet the requirements relating to economic and financial qualification.
- 14.13.7 TENDERERS that choose to submit the Supplier Registration Certificate (CRC), issued based on the General Supplier Registry of the State of Minas Gerais (CAGEF), shall be exempt from submitting the documents set forth in subitems 14.1 e 14.10.2, provided that such documents are duly updated in their registry.
- 14.13.7.1 The provisions of subitem 14.13.7 shall not apply to TENDERERS constituted as investment funds.
- 14.13.8 Other TENDERERS shall be assured the right of access to the data of the TENDERER that opts to submit the Supplier Registration Certificate (CRC), at the time when access to the records is granted upon opening of the appeals phase.

15 DECLARATIONS

- 15.1 The documents listed below shall be submitted by the TENDERER on letterhead and signed by the respective ACCREDITED REPRESENTATIVE, together with the other QUALIFICATION DOCUMENTS in ENVELOPE No. 3 (three):
- 15.1.1 Declaration that the TENDERER is not subject to bankruptcy proceedings; voluntary bankruptcy; judicial or extrajudicial liquidation; insolvency; temporary special administration or intervention, in accordance with Template No. 7 (seven) set forth in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS;
- 15.1.2 Declaration of absence of any fact preventing participation in the TENDER, in accordance with Template No. 8 (eight) set forth in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS;
- 15.1.3 Declaration that the ECONOMIC PROPOSALS fully cover all costs required to ensure compliance with labor rights guaranteed under the Federal Constitution of 1988, labor laws, infra-legal regulations, collective bargaining agreements, and terms of adjustment of conduct in force on the ENVELOPE SUBMISSION DATE, in accordance with Paragraph 1 of Article 63 of Federal Law No.

14,133 of 2021, pursuant to Template No. 12 (twelve) of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS;

- 15.1.4 Declaration of compliance with the requirements for reservation of positions for persons with disabilities and for beneficiaries rehabilitated by the Social Security system, as provided for by law and other specific regulations, pursuant to Template No. 11 (eleven) of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS;
- 15.1.5 Declaration of submission of the DOCUMENTATION, in accordance with Template No. 3 (three) set forth in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, whereby the TENDERER declares that it:
 - 15.1.5.1 Submits to all conditions and requirements of the TENDER NOTICE and its EXHIBITS;
 - 15.1.5.2 Has full knowledge of the SERVICES that are the object of the CONCESSION;
 - 15.1.5.3 Has full knowledge of the EDUCATIONAL UNITS, as well as of the nature and complexity of the PROJECT IMPLEMENTATION;
 - 15.1.5.4 Is responsible for the accuracy and truthfulness of all information contained in the documentation and in the proposal submitted; and
 - 15.1.5.5 Has received all elements comprising this TENDER NOTICE, has taken knowledge of all information and conditions for fulfillment of the obligations that are the object of the TENDER, and has deemed the information received to be sufficient for the preparation of its proposal;
- 15.1.6 Declaration of financial capacity, in accordance with Template No. 10 (ten) set forth in EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS, whereby the TENDERER shall declare that it has, or has the capacity to obtain, sufficient financial resources to comply with the obligations of contribution of its own funds and of obtaining third-party funds necessary for the achievement of the object of the CONCESSION, including the obligation to fully pay in the share capital of the SPE in the minimum amounts indicated in subitem 20.2.3 of this TENDER NOTICE, according to the applicable SUBLOTS or GLOBAL LOT, by the AGREEMENT SIGNING DATE, should it be declared the winner of this TENDER;
- 15.1.7 Declaration, in accordance with the template indicated in subitem 7.7 of this TENDER NOTICE, of full knowledge of the object, of the conditions, and of the specific characteristics of the EDUCATIONAL UNITS, regardless of the performance of the TECHNICAL VISIT;
- 15.2 All declarations referred to in subitem 15.1 (fifteen point one) shall be submitted individually by each TENDERER or CONSORTIUM Member, except for the declarations referred to in subitems 15.1.5, 15.1.6 e 15.1.7, which may be issued by the CONSORTIUM itself, through the leading company.

16. PROCEDURES FOR THE ENVELOPE SUBMISSION DATE AND THE PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS

- 16.1 On the ENVELOPE SUBMISSION DATE, the TENDER COMMITTEE shall:
 - a. receive the ACCREDITATION documents and ENVELOPE No. 1 – PROPOSAL GUARANTEE, ENVELOPE No. 2 – ECONOMIC PROPOSAL, and ENVELOPE No. 3 – QUALIFICATION DOCUMENTS from the TENDERERS;
 - b. review the ACCREDITATION documents and accredit the REPRESENTATIVES of the TENDERERS, as well as any ACCREDITED BROKERAGE, if any has been engaged.

- 16.2 Upon completion of the procedures on the ENVELOPE SUBMISSION DATE, the TENDER COMMITTEE shall, by the deadline set forth in subitem 16.4, with the assistance of B3, review the documents contained in ENVELOPE No. 1 – PROPOSAL GUARANTEE, and may carry out due diligence if necessary.
- 16.3 If, within the period indicated in subitem 16.4, it is verified that the PROPOSAL GUARANTEE does not meet the requirements set forth in the TENDER NOTICE, the TENDERER may be disqualified and its ENVELOPE No. 2 – ECONOMIC PROPOSAL and ENVELOPE No. 3 – QUALIFICATION DOCUMENTS shall be returned by the TENDER COMMITTEE after execution of the CONCESSION AGREEMENT, without prejudice to the right to file appeals, as provided for in this TENDER NOTICE.
- 16.4 Upon completion of the review of ENVELOPES No. 1 – PROPOSAL GUARANTEE, the TENDER COMMITTEE shall disclose, on the business day prior to the PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS, the result of the verification carried out, identifying the PROPOSAL GUARANTEES that may not have been accepted, by publication on the website of the PPP Unit of the state of minas gerais (<http://www.parcerias.mg.gov.br>), as provided for in Event No. 10 of the schedule table in the Preamble of this TENDER NOTICE.
- 16.5 The PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS shall be held on the date set forth in Event No. 11 of the schedule in the Preamble of this TENDER NOTICE, at the headquarters of B3, located at Rua XV de Novembro, No. 275, Centro, São Paulo, State of São Paulo, at which time ENVELOPE No. 2 – ECONOMIC PROPOSAL shall be opened and the respective proposals of all TENDERERS whose PROPOSAL GUARANTEE has been accepted by the TENDER COMMITTEE shall be ranked.
- 16.5.1 The entire PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS shall be recorded in audio and video and shall be publicly broadcast live, being available at the time of its commencement on the B3 website, and the acts carried out therein shall be recorded in minutes to be signed by the TENDER COMMITTEE.
- 16.6 Once the PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS has commenced, ENVELOPES No. 2 – ECONOMIC PROPOSAL shall be opened and the ECONOMIC PROPOSALS shall be verified as to compliance with the object, as to the express indication of the GLOBAL LOT or SUBLOT to which they refer, and as to the compatibility of the amount offered as MAXIMUM MONTHLY AVAILABILITY PAYMENT established in this TENDER NOTICE.
- 16.7 The TENDER COMMITTEE shall verify, without announcing the amounts offered, whether there is(are) ECONOMIC PROPOSAL(S) submitted for the GLOBAL LOT.
- 16.8 Thereafter, the TENDER COMMITTEE shall likewise verify, without announcing the amounts offered, whether there is(are) ECONOMIC PROPOSAL(S) for the SUBLOTS, and shall then proceed as follows:
- 16.8.1 If there is an ECONOMIC PROPOSAL for the GLOBAL LOT, the ECONOMIC PROPOSALS submitted for SUBLOTS shall only be announced if there is at least one ECONOMIC PROPOSAL for each of the SUBLOTS.
- 16.8.2 If there is an ECONOMIC PROPOSAL for the GLOBAL LOT and there is no ECONOMIC PROPOSAL for any of the SUBLOTS, the competition shall be assessed based on the GLOBAL LOT.
- 16.8.3 If there is(are) ECONOMIC PROPOSAL(S) for the GLOBAL LOT and there is(are) ECONOMIC PROPOSAL(S) for only one SUBLOT, the competition shall also be assessed based on the GLOBAL LOT, subject to subitem 16.8.6.

- 16.8.4 If there is no ECONOMIC PROPOSAL for the GLOBAL LOT, the competition shall be assessed individually for each of the respective SUBLOTS of interest.
- 16.8.5 If there is(are) ECONOMIC PROPOSAL(S) for the GLOBAL LOT and ECONOMIC PROPOSAL(S) for each of the SUBLOTS, both shall be announced.
- 16.8.5.1 If the amount of the lowest ECONOMIC PROPOSAL submitted for the GLOBAL LOT is equal to or lower than the sum of the amounts of the lowest ECONOMIC PROPOSALS submitted for the two SUBLOTS, the ECONOMIC PROPOSAL submitted for the GLOBAL LOT shall be deemed the winner of this tender stage.
- 16.8.5.2 If the amount of the lowest ECONOMIC PROPOSAL submitted for the GLOBAL LOT is higher than the sum of the amounts of the lowest ECONOMIC PROPOSALS submitted for the two SUBLOTS, the lowest ECONOMIC PROPOSALS submitted for each of the SUBLOTS shall be deemed the winners of this tender stage.
- 16.8.6 In the event of subitem 16.8.3, once the winner of the competition for the GLOBAL LOT has been declared, the SESSION DIRECTOR, on behalf of the TENDER COMMITTEE, shall disclose the amount(s) of any ECONOMIC PROPOSAL(S) submitted for the SUBLOT.
- 16.9 The ranking of the TENDERERS shall be arranged in ascending order of the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for the GLOBAL LOT and/or SUBLOT(S).
- 16.10 In the event of a tie between the aggregate amount of the lowest ECONOMIC PROPOSALS submitted for each of the SUBLOTS and the amount of the lowest ECONOMIC PROPOSAL submitted for the GLOBAL LOT, the ECONOMIC PROPOSAL submitted for the GLOBAL LOT shall be deemed the winner of this tender stage, as indicated in subitem 16.8.5.1.
- 16.11 In the event of a tie in the amount of the ECONOMIC PROPOSALS submitted for the GLOBAL LOT or for a SUBLOT, the TENDER COMMITTEE shall apply the tie-breaking criteria set forth in Article 60, items II to IV, of Federal Law No. 14,133/2021.
- 16.11.1 If the tie is not resolved, the TENDER COMMITTEE shall verify compliance with the preference criteria set forth in the items of Paragraph 1 of Article 60 of Federal Law No. 14,133/2021.
- 16.11.2 If a TENDERER is declared the winner as a result of the application of the tie-breaking and/or preference criteria referred to in subitems 16.11 e 16.11.1, the TENDERER shall evidence compliance with the respective criteria by submitting documents for review by the TENDER COMMITTEE, within the deadline to be established by it.
- 16.12 The TENDER COMMITTEE may disqualify the TENDERER that incurs in the grounds set forth in subitem 13.1 of the TENDER NOTICE.
- 16.13 The ranking order of the ECONOMIC PROPOSALS shall be published on the website of the PPP Unit of the State Of Minas Gerais (<http://www.parcerias.mg.gov.br>), pursuant to the schedule set forth in the Preamble of this TENDER NOTICE.

17. QUALIFICATION

- 17.1 Once the ranking order has been declared, the TENDER COMMITTEE shall, immediately following the PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS, proceed with the opening of ENVELOPE No. 3 – QUALIFICATION DOCUMENTS of the TENDERER whose ECONOMIC PROPOSAL has been provisionally ranked first in each of the SUBLOTS or in the GLOBAL LOT.

- 17.2 Verification by the TENDER COMMITTEE, on official electronic websites of certificate-issuing authorities and entities, shall constitute a lawful means of evidence for qualification purposes.
- 17.3 The TENDERER shall only be qualified if it fully satisfies the requirements relating to the QUALIFICATION DOCUMENTS and the other requirements set forth in this TENDER NOTICE.
- 17.4 If the TENDERER whose ECONOMIC PROPOSAL has been provisionally ranked first fails to meet the QUALIFICATION CONDITIONS of this TENDER NOTICE, after exhaustion of the possibilities of rectification, clarification or due diligence, the TENDER COMMITTEE shall review the QUALIFICATION DOCUMENTATION of the TENDERER whose ECONOMIC PROPOSAL is ranked second, and, in the event of non-compliance, this procedure shall be successively repeated for the other TENDERERS, observing the ranking order of the ECONOMIC PROPOSALS.
- 17.5 Upon completion of the review of the QUALIFICATION DOCUMENTS of the TENDERER provisionally ranked first, and if it has complied with all qualification requirements established in this TENDER NOTICE and in the applicable legislation, it shall be declared the WINNING TENDERER by the COMMISSION, by means of publication of the minutes of the tender decision in the DOEMG, on the website of the PPP Unit of the State Of Minas Gerais (<http://www.parcerias.mg.gov.br>) and on the PNCP.
- 17.6 As from the publication of the minutes of the tender decision, the other TENDERERS shall be entitled to review all documentation of the WINNING TENDERER, and a period shall be opened for the filing of any appeals against the decisions of the TENDER COMMITTEE, as set forth in item 18 of this TENDER NOTICE.

18. RECURSOS

- 18.1 Any TENDERER may, after publication of the minutes of the tender decision, appeal against any decisions taken during the procedure, through a single appeal phase.
- 18.2 Appeals may also be filed against the annulment or revocation of this TENDER.
- 18.3 The deadline for submission of the grounds of appeal shall be 3 (three) business days, counted from the date of publication of the minutes of the tender decision or of the annulment or revocation decision, pursuant to Article 165 of Federal Law No. 14,133/2021.
- 18.4 The appeal shall be addressed to the authority that issued the act or rendered the appealed decision, which may reconsider its decision within 3 (three) business days, or, within the same period, forward the appeal to the higher authority, which shall render its decision within 10 (ten) business days, counted from receipt of the case file.
- 18.4.1 Appeals shall be duly substantiated and signed by the legal representative of the appellant or by an attorney-in-fact with sufficient powers to that effect.
- 18.4.2 The submission, at the appeal stage, of documents or information that should have been presented in ENVELOPE No. 1 – PROPOSAL GUARANTEE, ENVELOPE No. 2 – ECONOMIC PROPOSAL, or ENVELOPE No. 3 – QUALIFICATION DOCUMENTS, and whose omission has not been duly remedied in the manner set forth in this TENDER NOTICE, shall not be admitted.
- 18.5 The appeal shall be sent to the email address sa.comissaoPPP@educacao.mg.gov.br with the subject line “PPP DE INFRAESTRUTURA ESCOLAR | Recurso”, or filed in person at the address Rodovia Papa João Paulo II, No. 3777, Prédio Minas, 10th and 11th floors, Serra Verde District, Belo Horizonte, State of Minas Gerais, ZIP Code 31.630-903.

- 18.6 Appeals filed out of time or without compliance with the requirements set forth in this TENDER NOTICE shall not be admitted.
- 18.7 The filing of appeals shall be communicated to the other TENDERERS, and an equal period of 3 (three) business days, counted from the day following the end of the deadline granted in subitem 18.3, shall be granted for the other TENDERERS to submit counter-arguments to the appeal, in the same manner set forth in subitem 18.5.
- 18.8 The granting of an administrative appeal or the reconsideration of the act by the TENDER COMMITTEE that results in a situation detrimental to any of the TENDERERS shall reopen the appeal phase solely with respect to such detrimental issue.
- 18.9 The appeal and the request for reconsideration shall have suspensive effect on the appealed act or decision until a final decision is rendered by the competent authority, pursuant to Article 168 of Federal Law No. 14,133/2021.
- 18.10 The granting of the appeal shall invalidate only those acts that cannot be preserved.
- 18.11 The TENDERER shall be ensured access to the elements indispensable to the defense of its interests, and the availability of the documentation shall be requested directly from the TENDER COMMITTEE, by means of a message sent to the email address sa.comissaoPPP@educacao.mg.gov.br, with the subject line "PPP DE INFRAESTRUTURA ESCOLAR | Vista".
- 18.11.1 The deadlines for filing appeals or submitting counter-arguments shall only commence as from the date on which access to the documents referred to in subitem 18.11 is granted.
- 18.11.2 The request for documentation or access to the case file shall be made on the same date as the disclosure of the declaration of the winner, through the means provided for in the TENDER NOTICE.
- 18.12 Appeals shall be deemed filed on the date of their receipt, except if the filing occurs after 23:59 (twenty-three hours and fifty-nine minutes, Brasília time).
- 18.13 Appeals filed after 23:59 (twenty-three hours and fifty-nine minutes, Brasília time) shall be deemed filed, for all purposes, including for purposes of timeliness, on the immediately following business day.
- 18.14 Upon completion of the adjudication of any appeals, the result shall be disclosed on the website of the GRANTING AUTHORITY and on the PNCP, and published in the DOEMG.

19. AWARD AND APPROVAL

- 19.1 After publication of the result of the TENDER and upon expiry of the appeal period, the proceeding shall be submitted to the legal representative of the GRANTING AUTHORITY for AWARD of the object and approval of the TENDER.
- 19.2 An excerpt of the acts of award of the object and approval of the tender shall be published in the DOEMG, in the PNCP, and on the website of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>).
- 19.3 Upon award of the object, the AWARDEE shall be summoned, by electronic mail, to evidence compliance with the CONDITIONS OF EFFECTIVENESS and subsequent signing of the AGREEMENT

within sixty (60) days, extendable for an equal period, upon request by the CONCESSIONAIRE and at the discretion of the GRANTING AUTHORITY, for duly justified reasons.

- 19.4 The summarized publication of the AGREEMENT instrument in the PNCP and in the DOEMG is an indispensable condition for its effectiveness and shall be arranged by the GRANTING AUTHORITY within twenty (20) business days counted from its signing.

20. SUMMONS FOR SIGNING OF THE AGREEMENT

- 20.1 For purposes of signing the AGREEMENT, the AWARDEE shall incorporate an SPE, in the form of a corporation, with registered office in the municipality of Belo Horizonte – State of Minas Gerais, having as its sole and exclusive corporate purpose the operation of the SUBLLOT or GLOBAL LOT under CONCESSION, pursuant to this TENDER NOTICE and its EXHIBITS.
- 20.1.1 If SUBLOTS 1 and 2 are awarded, two independent agreements shall be executed, and, for such purpose, one SPE shall be incorporated for each SUBLLOT, even if both are awarded to the same TENDERER.
- 20.2 No later than five (5) days prior to the end of the deadline for signing of the AGREEMENT, as set forth in Subitem 19.3, the AWARDEE shall evidence to the GRANTING AUTHORITY:
- 20.2.1 The incorporation of the SPE, together with its corresponding bylaws, the certificate issued by the Commercial Registry of the State of Minas Gerais, and registration with the National Registry of Legal Entities – CNPJ, or, in the case of an individual TENDERER, evidence of incorporation of a wholly owned subsidiary in the form of a corporation, in compliance with Subitem 20.1.1;
- 20.2.2 Description of the shareholding and management structure contemplated for the SPE, including:
- 20.2.2.1. Description of the types of shares;
- 20.2.2.2. Identification of the shareholders and their respective equity interests by type of share;
- 20.2.2.3. Indication of the corporate structure of the CONCESSIONAIRE, as applicable, and of its PARENT COMPANIES, as defined in the AGREEMENT, up to the level of natural persons. If the PARENT COMPANY of the SPE is a private equity investment fund, compliance with this Subitem shall take into account the existence of controlling quotaholders, or governing bodies and their respective members, vested with powers of influence to amend the fund's bylaws, holding powers analogous to those referred to in Federal Law No. 6,404/1976, for purposes of identification of the PARENT COMPANY;
- 20.2.2.4. Copy of the shareholders' agreements of the SPE, if applicable;
- 20.2.2.5. Identification of the principal officers, including their respective résumés;
- 20.2.2.6. Commitment to corporate governance principles in the management of the SPE OR SPECIAL PURPOSE ENTITY and adoption of standardized accounting and financial statements, in accordance with the accounting practices adopted in Brazil, based on Federal Law No. 6,404/1976, the standards issued by the Federal Accounting Council ("Conselho Federal de Contabilidade" – CFC), and the Interpretations, Guidelines, and Pronouncements of the Accounting Pronouncements Committee ("Comitê de Pronunciamentos Contábeis" – CPC), pursuant to specific regulation
- 20.2.2.7. Identification of the RELATED PARTIES, as defined in the AGREEMENT, except for investment funds.

- 20.2.3 Subscription and paid-in contribution of the share capital of the SPE, in the following minimum amounts:
- a. subscription of BRL 124,831,314.70 (one hundred twenty-four million, eight hundred thirty-one thousand, three hundred fourteen **reais** and seventy **centavos**) and paid-in contribution of BRL 62,415,657.35 (sixty-two million, four hundred fifteen thousand, six hundred fifty-seven reais and thirty-five cents), at the BASE DATE of November 2025, for the GLOBAL LOT;
 - b. subscription of BRL 45,662,558.92 (forty-five million, six hundred sixty-two thousand, five hundred fifty-eight reais and ninety-two centavos) and paid-in contribution of BRL 22,831,279.46 (twenty-two million, eight hundred thirty-one thousand, two hundred seventy-nine reais and forty-six cents), at the BASE DATE of November 2025, for SUBLOT 01;
 - c. subscription of BRL 79,168,755.78 (seventy-nine million, one hundred sixty-eight thousand, seven hundred fifty-five reais and seventy-eight centavos) and paid-in contribution of BRL 39,584,377.89 (thirty-nine million, five hundred eighty-four thousand, three hundred seventy-seven reais and eighty-nine cents), at the BASE DATE of November 2025, for SUBLOT 02;
- 20.2.3.1 The amounts indicated in Subitem 20.2.3 shall be adjusted from the BASE DATE of November 2025 until the last date on which the applicable index (IPCA or any other official index that may replace it) is available prior to the effective paid-in contribution to the share capital of the SPE.
- 20.2.4 Provision of the PERFORMANCE GUARANTEE, on an unconditional basis, in the terms, form, and amounts required under the AGREEMENT;
- 20.2.5 Evidence of payment to the National Bank for Economic and Social Development – BNDES, by means of bank payment slip, of the amounts related to the performance of studies related to the object of the CONCESSION, pursuant to the agreement entered into between BNDES and the Development Company of Minas Gerais – CODEMGE, as provided in Item **Erro! Fonte de referência não encontrada.**;
- 20.2.6 Payment of the amount equivalent to the cost of conducting the auction at B3, corresponding to BRL 737,202.17 (seven hundred thirty-seven thousand, two hundred two reais and seventeen cents), adjusted by the IPCA, after the lapse of one (1) year from the BASE DATE of September 2025, to be made by payment of a bank payment slip issued by B3 as from the date of AWARD of the tendered object, with maturity of fifteen (15) consecutive days counted from its issuance, subject to a fine of two percent (2%) and default interest of zero point five percent (0.5%) per month, *pro rata temporis*, calculated from the due date until the date of effective settlement, in case of delay, pursuant to EXHIBIT IV – B3 PROCEDURES MANUAL, and such amount shall be paid by the winner of the GLOBAL LOT or, in case of award of both SUBLOTS, shall be equally divided between the respective winners, or, further, in case of award of only one SUBLOT, shall be paid by the respective winner;
- 20.2.7 Evidence of engagement of the SUBCONTRACTED CONSTRUCTION COMPANY and/or the SUBCONTRACTED ENTITY, if applicable, pursuant to the requirements set forth in Subitems 14.12.3.3 and 14.12.4.4, and/or evidence of the relationship entered into with the qualified professional, pursuant to the requirements set forth in Subitem 14.12.4.5, items “b” and “c”;
- 20.2.8 Indication of its legal representative and the governance structure of the AGREEMENT, including the team responsible for the interface with the GRANTING AUTHORITY;

- 20.2.9 Integrity Agreement duly signed, pursuant to Template No. 04 of EXHIBIT II – TEMPLATES FOR LETTERS AND DECLARATIONS;
- 20.3 If the AWARDEE refuses to sign the AGREEMENT within the term set forth in Subitem 19.3 do EDITAL, of this TENDER NOTICE, or fails to comply with any of the requirements precedent to signing of the AGREEMENT, the TENDER COMMITTEE shall be authorized to summon the other TENDERERS, in the order of classification of their ECONOMIC PROPOSALS, to proceed with signing of the AGREEMENT, after verification of the QUALIFICATION DOCUMENTS, under the same conditions proposed by the first-ranked TENDERER.
- 20.4 Failure by the AWARDEE to comply with the requirements set forth in this TENDER NOTICE and/or with the deadlines related to signing of the AGREEMENT shall authorize the GRANTING AUTHORITY to summon the remaining TENDERERS, in order of ranking, to do so under the conditions proposed by the originally highest-ranked TENDERER, pursuant to the mechanism set forth in Article 90, Paragraph 2, of Federal Law No. 14,133/2021, or to revoke the TENDER, without prejudice to the application of the corresponding penalties and enforcement of the PROPOSAL GUARANTEE of the AWARDEE.
- 20.4.1 In the event of AWARD of the GLOBAL LOT and absence of a TENDERER ranked in second place in the competition for the GLOBAL LOT, the following may be carried out sequentially:
- a. a new PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS for announcement of the amounts of the ECONOMIC PROPOSALS for the SUBLOTS, if any, and subsequent opening of ENVELOPE No. 3;
 - b. summoning of the best-ranked proponents with ECONOMIC PROPOSALS for the corresponding SUBLOTS, applying the same discount vis-à-vis the MAXIMUM MONTHLY AVAILABILITY PAYMENT of the best-ranked ECONOMIC PROPOSAL for the GLOBAL LOT.
- 20.4.2 In the event of AWARD of the SUBLOTS and absence of a TENDERER ranked in second place for any of the SUBLOTS, the following may be carried out sequentially:
- a. calling the TENDERER(S) with ECONOMIC PROPOSAL for the GLOBAL LOT to verify whether there is interest in AWARD of SUBLOT(S);
 - b. a new PUBLIC SESSION FOR OPENING OF ECONOMIC PROPOSALS for announcement of the amounts of the ECONOMIC PROPOSALS for the GLOBAL LOT, if any, and subsequent opening of ENVELOPE No. 3; and
 - c. summoning of the proponent with the best-ranked ECONOMIC PROPOSAL for the GLOBAL LOT, applying the same discount vis-à-vis the MAXIMUM MONTHLY AVAILABILITY PAYMENT of the ECONOMIC PROPOSAL for the respective SUBLOT.
- 20.5 Once all required conditions precedent have been fulfilled, signing of the AGREEMENT shall be arranged within the term set forth in Subitem 19.3, and publication of its excerpt in the DOEMG and disclosure of the executed AGREEMENT in the PNCP and on the website of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>), shall be carried out, pursuant to Subitem **Erro! Fonte de referência não encontrada.**
- 20.6 At the sole risk and expense of the AWARDEE, the GRANTING AUTHORITY may authorize access to the EDUCATIONAL UNITS, even prior to signing of the AGREEMENT, for purposes of commencement of preparation of its planning activities.

21. INFRACTIONS AND ADMINISTRATIVE SANCTIONS

- 21.1. As provided for in Article 155 of Federal Law No. 14,133/2021, the TENDERER shall be held administratively liable for the following infractions:
- 21.1.1. failure to maintain its proposal, except as a result of a duly justified supervening fact;
 - 21.1.2. failure to execute the AGREEMENT or failure to comply with the conditions precedent set forth in items 20.2 and 20.4, when duly summoned within the validity period of its proposal;
 - 21.1.3. submission of a false statement or false documentation required for the tendering process, or making a false statement during the TENDER or the execution of the AGREEMENT;
 - 21.1.4. fraud of the TENDER or the performance of any fraudulent act in the execution of the AGREEMENT;
 - 21.1.5. acting in an ineligible manner or committing fraud of any nature;
 - 21.1.6. performing unlawful acts aimed at frustrating the objectives of the TENDER;
 - 21.1.7. performing a harmful act as provided for in Article 5 of Federal Law No. 12,846, of August 1, 2013.
- 21.2. The following sanctions shall be imposed on the party responsible for the administrative infractions, pursuant to Article 156 of Federal Law No. 14,133/2021:
- 21.2.1. warning notice;
 - 21.2.2. fine;
 - 21.2.3. disqualification from tendering and contracting;
 - 21.2.4. declaration of ineligibility to tender or contract, for as long as the determining reasons for the punishment persist or until rehabilitation is granted by the same authority that imposed the penalty, pursuant to Article 163 of Federal Law No. 14,133/2021.
- 21.3. In applying the sanctions, the following shall be taken into account:
- 21.3.1. the nature and gravity of the infraction committed;
 - 21.3.2. the specific circumstances of the concrete case;
 - 21.3.3. aggravating or mitigating circumstances;
 - 21.3.4. the damages arising therefrom to the PUBLIC ADMINISTRATION;
 - 21.3.5. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the control bodies.
- 21.4. The fine provided for in subitem 21.2.2, which may be enforced through the PROPOSAL GUARANTEE, shall be applied to the party responsible for any of the administrative infractions set forth in subitem 21.1, under the following terms:
- 21.4.1. a fine corresponding to 0.5% (zero point five percent) of the ESTIMATED VALUE OF THE AGREEMENT, for the infractions provided for in items 21.1.1, 21.1.3 and 21.1.5.
 - 21.4.2. a fine corresponding to 1% (one percent) of the ESTIMATED VALUE OF THE AGREEMENT, for the infractions provided for in items 21.1.2, 21.1.4 and 21.1.6.
- 21.5. In the application of the fine sanction, the defense of the interested party shall be allowed within 15 (fifteen) business days, counted from the date of its subpoena.

- 21.6. The disqualification from tendering and contracting provided for in subitem 21.2.3, shall be applied to the party responsible for the administrative infractions set forth in subitems 21.1.1 to 21.1.3 when the imposition of a more severe penalty is not justified, and shall prevent the responsible party from tendering or contracting within the scope of the Direct and Indirect PUBLIC ADMINISTRATION of the State of Minas Gerais, for a maximum period of 3 (three) years.
- 21.7. The declaration of ineligibility to tender or contract provided for in subitem 21.2.4 shall be applied to the party responsible for the administrative infractions set forth in subitems 21.1.421.1.3 to 21.1.6, as well as for the administrative infractions set forth in subitems 21.1.1 to 21.1.3 that justify the imposition of a penalty more severe than the sanction referred to in subitem 21.4, and shall prevent the responsible party from tendering or contracting within the scope of the Direct and Indirect PUBLIC ADMINISTRATION of all federative entities, for a minimum period of 3 (three) years and a maximum period of 6 (six) years.
- 21.7.1. The declaration of ineligibility to tender or contract shall be preceded by a legal analysis, and its application shall fall within the exclusive competence of the highest authority of the GRANTING AUTHORITY.
- 21.8. The sanctions of warning, disqualification from tendering and contracting, and declaration of ineligibility to tender or contract may be applied cumulatively with the fine sanction.
- 21.9. The application of the sanctions provided for in subitem 21.2 shall not, under any circumstances, exclude the obligation of full compensation for the damage caused to the GRANTING AUTHORITY.
- 21.10. The application of the sanctions of disqualification from tendering and contracting and declaration of ineligibility to tender or contract shall be preceded by the initiation of accountability proceedings, to be conducted by a committee composed of 2 (two) or more tenured public servants, which shall assess the known facts and circumstances and shall serve notice upon the interested party to, within 15 (fifteen) business days counted from the date of service of notice, submit a written defense and specify the evidence it intends to produce.
- 21.10.1. In the event of approval of a request for the production of new evidence or the submission of evidence deemed indispensable by the TENDER COMMITTEE, the interested party may submit final arguments within 15 (fifteen) business days, counted from the date of the subpoena.
- 21.10.2. Unlawful, irrelevant, unnecessary, dilatory, or untimely evidence shall be denied by the TENDER COMMITTEE, by means of a reasoned decision.
- 21.11. An appeal may be filed within 15 (fifteen) business days from the application of the sanctions of warning, fine, and disqualification from tendering and contracting, counted from the date of service of notice, and shall be addressed to the authority that issued the appealed decision, which, if it does not reconsider it within 5 (five) business days, shall forward the appeal together with its reasoning to the higher authority, which shall issue its decision within a maximum period of 20 (twenty) business days, counted from receipt of the case file.
- 21.12. A request for reconsideration of the application of the sanction of declaration of ineligibility to tender or contract may be submitted within 15 (fifteen) business days, counted from the date of service of notice, and shall be decided within a maximum period of 20 (twenty) business days, counted from its receipt.
- 21.13. Acts classified as administrative infractions under Federal Law No. 14,133/2021 or under other public procurement and contract laws of the PUBLIC ADMINISTRATION that are also typified as harmful acts under Federal Law No. 12,846/2013 shall be investigated and adjudicated jointly,

within the same proceedings, observing the procedural rules and the competent authority defined in said Law.

- 21.14. The fines and other sanctions provided for herein shall be applied without prejudice to any applicable civil or criminal sanctions or to administrative proceedings.

22. REIMBURSEMENT OF EXPENSES RELATED TO THE CONCESSION

- 22.1. Subject to the provisions of subitem 20.2.5, the AWARDEE(S) shall make, based on Article 21 of Federal Law No. 8,987/1995 and on Agreement No. 24.2.0044.1, entered into on March 8, 2024, between BNDES and the COMPANHIA DE DESENVOLVIMENTO DE MINAS GERAIS – CODEMGE, the payments specified in items 22.2 and 22.3, due to the National Bank for Economic and Social Development – BNDES, as a result of the technical services rendered within the scope of the structuring of the CONCESSION.
- 22.2. As a condition for the signing of the AGREEMENT, the AWARDEE(S) shall make payment, by means of a bank payment slip issued by BNDES, of the amounts relating to:
- a. Fixed Remuneration Installment, in the total amount of BRL 1,300,000.00 (one million three hundred thousand Brazilian reais), to be updated *pro rata die* by the Broad National Consumer Price Index – IPCA, from April 2024 until the last available IPCA at the time the billing document is issued, whereby such amount shall be paid by the winner of the GLOBAL LOT, or, in the event of AWARD of both SUBLOTS, shall be equally divided between the respective winners, in the amount of BRL 650,000.00 (six hundred and fifty thousand Brazilian reais) for each, or, alternatively, in the event of AWARD of a single SUBLLOT, shall be paid in full by the respective winner;
 - b. Variable Remuneration Installment, in the amount of BRL 6,386,566.45 (six million three hundred eighty-six thousand five hundred sixty-six Brazilian reais and forty-five cents), due by the winner of the GLOBAL LOT, or, in the event of AWARD of both SUBLOTS, BRL 2,324,017.57 (two million three hundred twenty-four thousand seventeen Brazilian reais and fifty-seven cents) due by the winner of SUBLLOT 1, and/or BRL 4,062,548.88 (four million sixty-two thousand five hundred forty-eight Brazilian reais and eighty-eight cents) due by the winner of SUBLLOT 2, which amount(s), pursuant to Clause Three of the agreement referred to in subitem 22.1, correspond(s) to the Variable Remuneration Installment, equivalent to a percentage of the sum of the estimated value, at constant prices, of the projected investment (CAPEX) related to mandatory charges, for the first 5 (five) years, as indicated in the conclusion of the technical studies carried out by BNDES and approved by CODEMGE, over which no monetary update shall apply.
- 22.3. As a condition for the signing of the AGREEMENT, payment of the total amount due to BNDES relating to the reimbursement of expenses incurred with third-party services, detailed in item 22.6, shall be made through the issuance of a bank payment slip, subject to the conditions detailed below:
- 22.3.1. As a condition for the signing of the AGREEMENT, payment shall be made of all expenses disbursed by BNDES up to the date of issuance of the payment slip related to this charge, adjusted *pro rata die* from the date of each disbursement made by BNDES, by the Broad National Consumer Price Index – IPCA, until the date of the last available IPCA at the time the charge is issued;

- 22.3.2. After the signing of the AGREEMENT, a residual payment shall be made, by means of a billing slip to be issued by BNDES, with a payment term of up to 15 (fifteen) days counted from its issuance date, covering the expenses disbursed by BNDES after the issuance of the charge referred to in subitem 22.3.1 above, adjusted *pro rata die* from the date of each disbursement made by BNDES, by the Broad National Consumer Price Index – IPCA, until the date of the last available IPCA at the time the charge is issued.
- 22.4. In the event of delay in the payment referred to in subitem 22.3.2, default interest shall accrue on the amount due by the CONCESSIONAIRE at the rate of 6% (six percent) per year, by application of the following formulas: $I = (TX/100) / 365$ EM = I x N X VP Where: I = Financial adjustment index; TX = Annual default interest rate percentage; EM = Default charges; N = Number of days between the scheduled payment date and the actual payment date; VP = Amount of the overdue installment.
- 22.5. Without prejudice to the provisions of subitem 22.4, failure to pay the amounts charged in accordance with subitem 22.3.2 may give rise to credit restrictions with companies of the BNDES System, with credit protection agencies and/or entities, or agencies and/or entities to which BNDES is required to give notice *ex officio*.
- 22.6. For the purposes of estimating the amount to be paid under subitems 22.3.1 and 22.3.2, the maximum cap amount of BRL 4,717,399.56 (four million seven hundred seventeen thousand three hundred ninety-nine Brazilian reais and fifty-six cents) shall be considered in the event the GLOBAL LOT or a single SUBLOT is awarded, or BRL 2,358,699.78 (two million three hundred fifty-eight thousand six hundred ninety-nine Brazilian reais and seventy-eight cents) for the winner of each SUBLOT in the event both are awarded, as of the BASE DATE of April 2025. These amounts include all expenses disbursed by BNDES up to January 16, 2026, in the amount of BRL 3,555,990.25 (three million five hundred fifty-five thousand nine hundred ninety Brazilian reais and twenty-five cents), added to the remaining expenses to be paid by BNDES within the scope of the structuring of the CONCESSION, net of the amounts reimbursed to BNDES under the action to support the structuring of Public-Private Partnerships (PPPs) and Concessions pursuant to Ministry of Finance Normative Ordinance No. 808, dated July 26, 2023.
- 22.7. The amount indicated in subitem 22.6 does not include the monetary adjustment amounts to be calculated from the date of each disbursement until the last available IPCA at the time of the charges.
- 22.8. The amounts due to BNDES as remuneration and reimbursement shall be taken into account for the formulation of the Commercial Proposal and shall be paid directly by the WINNING TENDERER to BNDES.
- 22.9. The adjustments provided for in this item 22 by the IPCA, in the event of extinction of such index, shall be made by another official index that replaces it or, in the absence of a substitute, by the simple average of the main economic indices that measure inflation.

23. FINAL PROVISIONS

- 23.1. The interested TENDERERS must have full knowledge of the elements contained in this TENDER NOTICE, as well as of all general and specific conditions of the object to be contracted, and may not invoke any lack of knowledge as a factor preventing the formulation of their proposal or the full performance of the AGREEMENT.

- 23.2. Any physical protocol, for the purposes of this TENDER NOTICE, must be carried out on business days, until 5:00 p.m. (seventeen hours), Brasília Time (BRT – UTC-3), corresponding to 8:00 p.m. (20:00 hours) Coordinated Universal Time (UTC), except where expressly provided otherwise.
- 23.2.1. Any filing made after the time referred to in subitem 23.2 shall be deemed to have been made on the immediately subsequent business day.
- 23.3. The time limits established in this TENDER NOTICE and its EXHIBITS shall be counted in calendar days, unless express reference is made to business days, excluding the first day and including the last day.
- 23.4. Unless otherwise provided, time limits shall only commence and expire on days when the GRANTING AUTHORITY is open for business, with the initial and final terms being extended to the first subsequent business day whenever the commencement or expiration date falls on a non-business day.
- 23.5. In the event of absence of business hours or the occurrence of a supervening fact that prevents the holding of the tender on the previously scheduled date, the session shall be automatically rescheduled to the first subsequent business day, at the same previously established time, except where otherwise communicated by the TENDER COMMITTEE.
- 23.6. For all time references contained in this TENDER NOTICE, the official Brasília – DF time shall be observed, as well as the business hours of the GRANTING AUTHORITY.
- 23.7. The GRANTING AUTHORITY may revoke or annul this TENDER, pursuant to Article 71, items II and III, of Federal Law No. 14,133/2021, with no right to indemnification or reimbursement of expenses to the TENDERERS, under any title.
- 23.7.1. The nullity of the TENDER implies the nullity of the AGREEMENT, if already executed, and any potential right of the CONCESSIONAIRE to indemnification shall be governed pursuant to the AGREEMENT.
- 23.8. In the interest of the GRANTING AUTHORITY, without any right to claim or indemnification by the participants, the following may occur:
- 23.8.1. Postponement of the ENVELOPE SUBMISSION DATE of Envelopes No. 01 – PROPOSAL GUARANTEE, 02 – ECONOMIC PROPOSAL, and 03 – QUALIFICATION DOCUMENTS, as well as the opening of the ENVELOPES;
- 23.8.2. Amendment of the TENDER NOTICE, with the establishment of a new deadline, pursuant to the applicable legislation, for the holding of the TENDER;
- 23.8.3. Suspension of the PUBLIC SESSION, if the TENDER COMMITTEE deems it appropriate, in order to carry out a more thorough and detailed assessment of all documents received, with publication of the result of the analysis in the DOEMG and on the website of the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>), and, if applicable, the holding of a new PUBLIC SESSION for continuation of the tender procedure.
- 23.9. The TENDERER shall bear all expenses related to the preparation and submission of its documentation and ECONOMIC PROPOSAL, and the GRANTING AUTHORITY shall not be liable for such costs, under any circumstances and regardless of the outcome of the TENDER, even if the contracting is not carried out for any reason, including in the event of annulment or revocation of the tender.

- 23.10. Failure to comply with non-essential formal requirements shall not result in the exclusion of the TENDERER, provided that it is possible to validate the act, observing the principles of equality and public interest.
- 23.11. The TENDERERS are required to inform the GRANTING AUTHORITY, at any time, of any supervening fact or circumstance that prevents the QUALIFICATION CONDITIONS or classification, or that represents a violation of the participation conditions provided for in the TENDER NOTICE, immediately upon its occurrence.
- 23.12. Any omitted cases shall be resolved by the TENDER COMMITTEE, which shall interpret the rules set forth in this TENDER NOTICE and base its decisions on the applicable regulations and the principles governing the PUBLIC ADMINISTRATION.
- 23.13. To resolve any matters arising from this TENDER NOTICE that are not settled at the administrative level, the Courts of the District of Belo Horizonte – State of Minas Gerais shall have jurisdiction.

Belo Horizonte, January 21, 2026.