

INTERNATIONAL COMPETITION N° 001/SVMA/2018

CONCESSION FOR THE PROVISION OF THE MANAGEMENT, OPERATION AND MAINTENANCE SERVICES OF PARKS *IBIRAPUERA, JACINTHO ALBERTO, EUCALIPTOS, TENENTE BRIGADEIRO FARIA LIMA, LAJEADO* AND *JARDIM FELICIDADE*, AS WELL AS THE EXECUTION OF WORKS AND ENGINEERING SERVICES.

BID NOTICE

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VERDE E MEIO AMBIENTE

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ANNEX II – DRAFT CONTRACT, and its ANNEXES;

ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;

ANNEX IV – CONTRACTS IN FORCE IN THE AREA OF THE CONCESSION; and

ANNEX V – REFERENTIAL ARCHITECTURAL PLAN.

PREAMBLE

BID NOTICE

INTERNATIONAL COMPETITION N° 001/SVMA/2018

ADMINISTRATIVE PROCEEDING: 6071.2018/0000076-0

MODALITY: INTERNATIONAL COMPETITION

TYPE: HIGHER OFFER (HIGHEST VALUE OF FIXED GRANT INSTALLMENT TO BE PAID TO GRANTING AUTHORITY)

OBJECT: CONCESSION FOR THE PROVISION OF THE MANAGEMENT, OPERATION AND MAINTENANCE SERVICES OF PARKS IBIRAPUERA, JACINTHO ALBERTO, EUCALIPTOS, TENENTE BRIGADEIRO FARIA LIMA, LAJEADO AND JARDIM FELICIDADE, AS WELL AS THE EXECUTION OF WORKS AND ENGINEERING SERVICES.

CONCESSION PERIOD: 35 (THIRTY-FIVE) YEARS

The Municipality of São Paulo, represented by the Municipal Secretariat of Green and the Environment and the Municipal Secretariat of Privatization and Partnerships, makes public that will make the bid, under the international competition modality, for the selection of the most advantageous proposal and contracting of concession for the provision of management, operation and maintenance services of parks *Ibirapuera, Jacintho Alberto, Eucaliptos, Tenente Brigadeiro Faria Lima, Lajeado and Jardim Felicidade*, as well as the execution of engineering works and services, in accordance with Law No. 16,703/2017 and, secondarily, with Municipal Law 13,278/2002, Municipal Law No. 14,517/2007, Federal Law No. 8,987/1995, Federal Law No. 9,074/1995, Federal Law No. 8666/1993 and other regulations which govern the matter, observing the rules of this Notice.

The bidding will be processed with inversion of the order of the habilitation and trial phases, in the form of art. 16 of the Municipal Law nº 13.278/2002, according to the wording conferred by the Municipal Law No. 14.145/2006, of art. 6 of Municipal Law No. 16,703/2017, and of art. 18-A of Federal Law No. 8,987/1995.

For the purposes of judgment, the criterion of the HIGHEST OFFER shall be adopted, referring to the higher value of the fixed grant installment to be paid to the Granting Authority, according to the provisions of art. 15, II, of Federal Law No. 8,987/1995, observing the parameters defined in this Notice and its annexes.

The envelopes containing the commercial proposal and the enabling documents must be delivered between 9:00 am and 10:30 am (Brasília time), on July 12, 2018, on the address: Avenida IV Centenário, 1268, Portão 7A, Auditório 2, UMAPAZ-Parque Ibirapuera, São Paulo – SP.

The opening session of the envelopes will take place on July 12, 2018 at 11:00 am, at Avenida IV Centenário, 1268, Gate 7A, UMAPAZ-Parque Ibirapuera, Auditorium 2, São Paulo - SP, subject to the conditions of this Notice.

The bidding was preceded by a public hearing held on March 14, 2018, pursuant to Article 39 of Federal Law 8,666/93 and subsequent amendments, as well as public consultation, from February 28 to March 20, 2018, in accordance with Municipal Decree No. 48,042/2006.

The launch of this Notice was authorized by the Municipal Council for Privatization of Partnerships, on May 10, 2018, at its 13th meeting, pursuant to Municipal Law No. 14,517/2007 and amendments contained in Municipal Law No. 16.651/2017.

The warning on this Notice was published in the Diário Oficial da Cidade de São Paulo (Official Gazette of the City of São Paulo) and in other newspapers of great circulation on May 12, 2018, as well as at

http://www.prefeitura.sp.gov.br/cidade/secretarias/meio_ambiente/;
<http://www.prefeitura.sp.gov.br/cidade/secretarias/desestatizacao/projetos/parques/> and
<http://e-negocioscidadesp.prefeitura.sp.gov.br>.

Any subsequent changes to this convening instrument will be disclosed in the Official Gazette of the City of São Paulo and in the electronic website

http://www.prefeitura.sp.gov.br/cidade/secretarias/meio_ambiente/;
<http://www.prefeitura.sp.gov.br/cidade/secretarias/desestatizacao/projetos/parques/> and
<http://e-negocioscidadesp.prefeitura.sp.gov.br>.

São Paulo, May, 11, 2018.

Secretaria Municipal de Desestatização e Parcerias
(Municipal Secretariat of Privatization and Partnerships)

Secretaria Municipal do Verde e do Meio Ambiente
(Municipal Secretariat of Green and the Environment)

CHAPTER I – GENERAL PROVISIONS

1. DEFINITIONS

1.1. For the purposes of this NOTICE and its ANNEXES, the terms listed below, when used in the singular or plural, in capital letters, shall have the meanings contained in this subitem:

- a) **AWARD:** the act by which the competent authority of the GRANTING AUTHORITY will grant the successful BIDDER the object of the BID;
- b) **CONTRACTING:** BIDDER to which the OBJECT of the BIDDING was awarded;
- c) **TECHNICAL ACQUIS:** comprises the technical-operational capacity of a certain legal entity involving its set of business qualities, such as its administrative structure, its organizational methods, its internal quality control processes, its staff and so on;
- d) **ANNEXES:** the documents that accompany this NOTICE;
- e) **CONCESSION AREA:** area to be granted to execute the OBJECT, according to ANNEX III - DESCRIPTIVE MEMORANDUM OF THE AREA, not including EQUIPMENTS NOT GRANTED;
- f) **ATTRACTIONS:** the free areas, non-permanent installations and buildings of PARK IBIRAPUERA that are part of the CONCESSION, being those existing before the CONCESSION or new ones, destined for recreation, leisure, culture, education, sport and entertainment of their users, terms of ANNEX III - DESCRIPTIVE MEMORANDUM OF THE AREA;
- g) **REVERSIBLE ASSETS:** goods indispensable to the continuity of services related to the OBJECT, which will be reverted to the GRANTING AUTHORITY at the end of the CONTRACT;
- h) **ASSETS LINKED TO THE CONCESSION:** assets, whether or not constituents of the CONCESSIONAIRE's assets, necessary for the proper and continuous implementation and execution of the contracted OBJECT;
- i) **PATHWAYS:** hiking trails, streets, jogging lanes, cycle paths, sidewalks, and other routes destined to the movement of USERS in the PARK;
- j) **SPECIAL BIDDING COMMITTEE:** commission established by Ordinance No. 34/SVMA-GAB/2018, which will be responsible for receiving, examining and judging all documents and conducting the procedures related to the BID;

- k) **CONCESSION:** concession for the accomplishment of the OBJECT, granted to the CONCESSIONAIRE for the term and conditions foreseen in the CONTRACT;
- l) **CONCESSIONAIRE:** Specific Purpose Company, constituted in accordance with the provisions of this NOTICE and under the CONTRACT and under the Brazilian laws, for the exclusive purpose of executing the OBJECT;
- m) **CONSORTIUM PARTNER:** legal entity, Brazilian or foreign, complementary pension fund entity or investment fund integrating CONSORTIUM;
- n) **CONSORTIUM:** association of legal entities, Brazilian or foreign, financial institutions, complementary pension fund entity or investment funds, with the purpose of participating in the BIDDING, which, being the winner of the notice, must be a Specific Purpose Entity, according to the Brazilian laws;
- o) **CONTRACT:** legal instrument to be signed between the PARTIES, which regulates the terms of the CONCESSION, according to ANNEX II – DRAFT OF CONTRACT;
- p) **CONTROLLED:** any company, investment fund or legal entity whose CONTROL is exercised by another person, physical or legal, or investment fund;
- q) **PARENT COMPANY:** any person, natural or legal, or investment fund that exercises CONTROL over another legal entity or investment fund;
- r) **CONTROL:** the power held by a person or group of persons bound by a voting agreement or under common control, individually or jointly: (i) to exercise, on a permanent basis, rights that ensure a majority of the votes in the resolutions and elect the majority of the administrators or managers of another legal entity, investment fund or complementary pension fund entities, as the case may be; and/or (ii) effectively manage the activities and guide the operation of organs of another legal entity, investment fund or complementary pension fund entity;
- s) **DATE OF THE STARTING ORDER:** date from which the execution of the OBJECT will begin, in accordance with the order to be recorded in writing by the GRANTING AUTHORITY to the CONCESSIONAIRE, after the CONTRACT statement is published in the *Diário Oficial da Cidade de São Paulo* (Official Gazette of the City of São Paulo);
- t) **DATE OF DELIVERY OF THE PROPOSALS:** date corresponding to July 12, 2018, between 9:00 am and 10:30 am, when they must be delivered, at Av. IV Centenário, nº 1268, portão 7A, Auditório 2, UMAPAZ-Parque do Ibiraçuera, São Paulo – SP, all documents necessary for participation in the BID;

- u) DATE OF PUBLICATION OF THE CONTRACT: date of publication of the extract of the CONTRACT in the Official Gazette of the City of São Paulo;
- v) ENABLING DOCUMENTS: set of documents listed in this NOTICE, designed to prove, among others, legal qualification, fiscal and labor regularity, economic and financial qualification and technical-operational capacity of BIDDERS;
- w) OPERATIONAL SUPPORT BUILDINGS: Buildings of the Administration, the Metropolitan Civil Guard, the Centro de Convivência e Cooperativa (Coexistence and Cooperative Center, Portuguese Acronym: "CECCO") and park surveillance, located in the IBIRAPUERA PARK, under the terms of the ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;
- x) NOTICE: This Notice No. 001/SVMA/2018, which contains the set of rules and conditions necessary for the orientation of the BID;
- y) ENVELOPE 1: envelope containing the COMMERCIAL PROPOSAL;
- z) ENVELOPE 2: envelope containing ENABLING DOCUMENTS;
- aa) EQUIPMENT NOT GRANTED: PARK IBIRAPUERA equipments that are not part of the CONCESSION, such as the *Viveiro Manequinho Lopes* (Manequinho Lopes Nursery), the *Museu de Arte Moderna de São Paulo* (Museum of Modern Art of São Paulo – Portuguese acronym: MAM), the *Fundação Bienal de São Paulo* (São Paulo Biennial Foundation), the *Museu Afro Brasil* (Afro Brasil Museum), the *Pavilhão Japonês* (Pavilion Japanese), the *Monumento em Homenagem aos Pioneiros da Imigração Japonesa Falecidos* (Monument in Homage to the Deceased Japanese Immigration Pioneers) and the Open University of the Environment and Culture of Peace (*Universidade Aberta do Meio Ambiente e Cultura de Paz* - Portuguese Acronym: UMAPAZ), under the terms of ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;
- bb) PERFORMANCE FACTOR or PF: number calculated between zero (0) and one (1) depending on the performance of the CONCESSIONAIRE in the execution of the OBJECT, measured according to the performance indicators in ANNEX V – PERFORMANCE MEASUREMENT SYSTEM of the CONTRACT;
- cc) FINANCIER: any and all financial institution, development bank or multilateral credit agency, granting financing to the CONCESSIONAIRE for the execution of the OBJECT of the CONTRACT;
- dd) FINANCING: any and all loans, possibly granted to the CONCESSIONAIRE in the form of debt to fulfill its obligations under the CONTRACT;

- ee) SOURCES OF REVENUE: sources of income, including alternative sources, complementary, ancillary or associated projects identified by the CONCESSIONAIRE arising from the exploitation of the OBJECT;
- ff) GUARANTEE OF EXECUTION OF THE CONTRACT: the guarantee of the faithful fulfillment of the obligations of the CONCESSIONAIRE, to be maintained in favor of the GRANTING AUTHORITY;
- gg) GUARANTEE OF PROPOSAL: pecuniary guarantee provided by BIDDERS that may be executed by the GRANTING AUTHORITY, in accordance with the NOTICE;
- hh) HOMOLOGATION: act by which the competent authority, after verifying the regularity of the acts done, ratifies the result of the BID;
- ii) CPI: the Consumer Price Index (Portuguese acronym: IPC), published monthly by Foundation Institute of Economic Research (*Fundação Instituto de Pesquisas Econômicas*, Portuguese acronym: FIPE);
- jj) BID: administrative procedure conducted by the GRANTING AUTHORITY to select, among the COMMERCIAL PROPOSALS presented, the most advantageous to the Municipal Public Administration, based on the criteria set forth in this NOTICE;
- kk) BIDDER: any legal entity, investment fund or CONSORTIUM participating in the BIDDING;
- ll) FURNITURE: the set of elements that may occupy the public space of the PARKS, in terms of art. 6th, VIII, of the City Clean Law (Municipal Law No. 14.223/2006);
- mm) OBJECT: provision of the management, operation and maintenance services of parks *IBIRAPUERA, JACINTHO ALBERTO, EUCALIPTOS, TENENTE BRIGADEIRO FARIA LIMA, LAJEADO* and *JARDIM FELICIDADE*, as well as the execution of engineering works and services;
- nn) STARTING ORDER: document issued by the GRANTING AUTHORITY after the PUBLICATION DATE OF THE CONTRACT, which sets the date for the beginning of the OBJECT;
- oo) FIXED GRANT INSTALLMENT: value to be paid by the CONCESSIONAIRE to the GRANTING AUTHORITY, based on the COMMERCIAL PROPOSAL, arising from the right to exploit the OBJECT;

- pp) VARIABLE GRANT INSTALLMENT: these are the variable grant installments composed of the VARIABLE GRANT INSTALLMENT 1 and the VARIABLE GRANT INSTALLMENT 2;
- qq) VARIABLE GRANT INSTALLMENT 1: the amount to be paid by the CONCESSIONAIRE that concerns quarterly, resulting from the application of a tax rate, on the totality of its gross revenue, under the terms of the CONTRACT, in particular its ANNEX IV – PAYMENT MECHANISM OF GRANT. For the purposes of this NOTICE, gross revenue is considered to be any revenue earned by the CONCESSIONAIRE, its eventual wholly-owned subsidiaries, or their RELATED PARTIES, from the economic exploitation of the OBJECT OF THE CONCESSION;
- rr) VARIABLE GRANT INSTALLMENT 2: the amount to be paid by the CONCESSIONAIRE that is applied every quarter, resulting from the application of a tax rate, on the totality of its gross revenue, considering the result of the PERFORMANCER FACTOR, under the terms of the CONTRACT, in particular its ANNEX IV – PAYMENT MECHANISM OF GRANT. For the purposes of this NOTICE, gross revenue is considered to be any revenue earned by the CONCESSIONAIRE, its eventual wholly-owned subsidiaries, or their RELATED PARTIES, from the economic exploitation of the OBJECT OF THE CONCESSION;
- ss) PARQUE EUCALIPTOS: Eucalyptus Park, with a total area of 15,447.57 m², located in the Regional Municipality of Campo Limpo, according to ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;
- tt) PARQUE IBIRAPUERA: Ibirapuera Park, with a total area of 1,149,061.50 m², located in the Regional Municipality of Vila Mariana, according to ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;
- uu) PARQUE JACINTHO ALBERTO: Jacintho Alberto Park, with a total area of 37,595 m², located in the Regional Municipality of Pirituba/Jaraguá, according to ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;
- vv) PARQUE JARDIM FELICIDADE: Jardim Felicidade Park, with a total area of 28,800 m², located in the Regional Municipality of Pirituba/Jaraguá, according to ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;
- ww) PARQUE LAJEADO: Lajeado Park - Izaura Pereira de Souza Franzolin, with a total area of 37,000 m², located in the Regional Municipality of Guaianases, according to ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;

- xx) PARQUE TENENTE BRIGADEIRO FARIA LIMA: Tenente Brigadeiro Faria Lima Park, with a total area of 50,250 m², located in the Regional Municipality of Vila Maria/Vila Guilherme, according to ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;
- yy) PARKS: the parks that are part of the OBJECT, notably the IBIRAPUERA PARK, the JACINTHO ALBERTO PARK, the EUCALIPTOS PARK, the TENENTE BRIGADEIRO FARIA LIMA PARK, the LAJEADO PARK and the JARDIM FELICIDADE PARK;
- zz) RELATED PARTIES: with respect to the CONCESSIONAIRE, any PARENT COMPANY or CONTROLLING person, affiliate and respective CONTROLLED, as well as those considered by the accounting standards in force;
- aaa) PARTIES: the GRANTING AUTHORITY and the CONCESSIONAIRE;
- bbb) INTERVENTION PLAN: Plan containing the mandatory interventions (INTERVENTION PROGRAM) and options to be executed in the PARKS for the execution of the OBJECT, in accordance with the terms of ANNEX III – SET OF SPECIFICATIONS OF THE CONCESSIONAIRE;
- ccc) OPERATIONAL PLANS: plans containing the mandatory and optional services and activities carried out in the PARKS for the execution of the OBJECT OF THE CONCESSION, in accordance with the terms of ANNEX III – SET OF SPECIFICATIONS OF THE CONCESSIONAIRE;
- ddd) GRANTING AUTHORITY: the Municipality of São Paulo;
- eee) INTERVENTION PROGRAM: set of mandatory interventions for the architectural and engineering, demolition, construction and renovation projects of the PARK IBIRAPUERA, according to the terms of ANNEX III – SET OF SPECIFICATIONS OF THE CONCESSIONAIRE;
- fff) COMMERCIAL PROPOSAL: financial proposal submitted by BIDDERS in accordance with the terms and conditions of the NOTICE and its ANNEXES, which contains the value of the FIXED GRANTED INSTALLMENT to be paid to the GRANTING AUTHORITY by the future CONCESSIONAIRE;
- ggg) USER SERVICES: the services provided for the convenience of USERS in the PARKS, such as food and beverage services, parking lots, among others, under the terms of the CONTRACT;

- hhh) **MANDATORY SERVICES:** Mandatory activities to be developed by the CONCESSIONAIRE, in accordance with the CONTRACT and its ANNEXES, in particular its ANNEX III – SET OF SPECIFICATIONS OF THE CONCESSIONAIRE;
- iii) **SPECIFIC PURPOSE COMPANY – SPC** (Portuguese Acronym: SPE): Specific Purpose Company that will be constituted by the CONTRACTING, in accordance with the laws of the Federative Republic of Brazil, for the exclusive execution of the OBJECT OF THE CONCESSION;
- jjj) **SUSEP:** Portuguese acronym for Superintendência de Seguros Privados (Superintendence of Private Insurance), a federal autarchy established by Decree-Law No. 73 of November 21, 1966;
- kkk) **USERS:** the PARKS' frequenters; and
- III) **MINIMUM VALUE OF THE FIXED GRANT INSTALLMENT:** the minimum reference value to be considered by the BIDDERS in the preparation of the COMMERCIAL PROPOSAL, in accordance with subitem 17.1.2.

2. DOCUMENTS IN THE FORM OF THE NOTICE AND THE GENERAL INFORMATION FOR THE BIDDING

2.1. The following ANNEXES are part of the present NOTICE as inseparable parts::

- a) ANNEX I – MODELS AND DECLARATIONS;
- b) ANNEX II – DRAFT CONTRACT, and its ANNEXES;
- c) ANNEX III – DESCRIPTIVE MEMORANDUM OF THE AREA;
- d) ANNEX IV – CONTRACTS IN FORCE IN THE AREA OF THE CONCESSION; and
- e) ANNEX V – REFERENTIAL ARCHITECTURAL PLAN.

2.2. ANNEX V – REFERENTIAL ARCHITECTURAL PLAN is merely referential, not binding the BIDDERS in the elaboration of their COMMERCIAL PROPOSALS, or the CONCESSIONAIRE in the execution of the CONTRACT.

2.3. The copy of this NOTICE, with the respective ANNEXES, will be available in electronic media at Rua do Paraíso, 387, 9º andar, São Paulo, SP, between May 14, 2018 and July 11, 2018, from 9:00 am to 5:00 pm, and the interested part must previously arrange with the

Comissão Especial de Licitação (Special Bidding Commission), via the electronic address concessaoparques@prefeitura.sp.gov.br, conditioned the supply of the copy by means of this way to the presentation of media with sufficient capacity for storage of the files (CD/DVD, pen drive or external hard drive), as well as the electronic address <http://e-negociosidadesp.prefeitura.sp.gov.br>.

- 2.4. The GRANTING AUTHORITY is not responsible for the authenticity of the content of the NOTICE and ANNEXES obtained or known in a way or places different from those provided in the previous subitems.
- 2.5. BIDDERS are responsible for obtaining all data and information on the exploitation of the CONCESSION.
- 2.6. Except for contractual obligations, information, studies, research, surveys, projects, spreadsheets and other documents or data related to the CONCESSION made available by the GRANTING AUTHORITY are merely referential and non-binding nature, and it is incumbent upon all interested parties to examine all instructions, conditions, requirements, laws, decrees, norms, specifications and regulations applicable to the CONCESSION, being also responsible for the costs and expenses related to the necessary measures for the elaboration of its COMMERCIAL PROPOSALS and participation in the BID, including the studies necessary for the development of projects and studies that prove relevant and the direct analysis of the conditions of the PARKS.
- 2.7. The obtaining of the convening instrument will not be a condition for participation in the BID, being sufficient for both the knowledge and acceptance, by the BIDDERS, of all its terms and conditions.
- 2.8. In case of divergence between the ANNEXES and the NOTICE, the provisions of the NOTICE shall prevail.

3. OBJECT

- 3.1. The object of the present BID is the CONCESSION, with an onerous grant, for the rendering of the services of management, operation and maintenance of the PARKS IBIRAPUERA, JACINTHO ALBERTO, EUCALIPTOS, TENENTE BRIGADEIRO FARIA LIMA, LAJEADO and JARDIM FELICIDADE, as well as the execution of works and services under the terms of ANNEX II - DRAFT CONTRACT.
- 3.2. The revenues to be received by the CONCESSIONAIRE will be derived from the exploitation of SOURCES OF REVENUE in the AREA OF THE CONCESSION.

3.3. The EQUIPMENTS NOT GRANTED are not part of the OBJECT OF THE CONCESSION.

3.4. The characteristics and technical specifications regarding the execution of the OBJECT are indicated in the CONTRACT and its respective ANNEXES.

3.5. The AREA OF THE CONCESSION shall be assumed by the CONCESSIONAIRE after the DATE OF THE STARTING ORDER in accordance with the CONTRACT and, in particular, with the schedule set forth in ANNEX III – SET OF SPECIFICATIONS OF THE CONCESSIONAIRE.

4. THE CRITERIA FOR JUDGING BIDDING

4.1. This BID will adopt as a criterion of judgment the highest bid, referring to the greater value of FIXED GRANT INSTALLMENT to be paid by the CONCESSIONAIRE to the GRANTING AUTHORITY, according to the provisions in art. 15, II, of Federal Law No. 8,987/1995, observing the parameters defined in this NOTICE and its ANNEXES.

5. THE ESTIMATED VALUE OF THE CONTRACT

5.1. For the purposes of this BID, the estimated value of the CONTRACT is R \$ 1,265,064,785.08 (one billion, two hundred sixty-five million, sixty-four thousand, seven hundred and eighty-five reais and eight cents - BRL), corresponding to the value of the investments, expenses and operational costs estimated to perform the obligations of the contract, cumulated with the sum of the grant amounts, composed both of the FIXED GRAND INSTALLMENT as per the VARIABLE GRANT INSTALLMENT, throughout the term of the CONTRACT.

5.2. The value mentioned in the previous subitem is merely indicative, not binding any economic and financial rebalancing lawsuit within the scope of the CONCESSION.

6. CONCESSION TERM

6.1. The term of the CONTRACT shall be thirty five (35) years, counted from the DATE OF THE STARTING ORDER.

7. CONDITIONS OF PARTICIPATION

7.1. Participation in this BID may be by legal entities, Brazilian or foreign, complementary pension fund entities and investment funds, alone or in CONSORTIUM.

7.2. They may not participate in the BID, individually or in CONSORTIUM:

- a) those which have been declared disreputable, including companies that are CONTROLLING or CONTROLLED, associated and subsidiary to each other, impeded or suspended from the right to bid and contract with the Public Power, by any entities of the public administration, directly or indirectly, in the spheres federal, state, district or municipal, or by judicial decision;
- b) those who are in compliance with the penalty of temporary suspension of participation in bidding and impediment of contracting with organ or entity of the Direct or Indirect Administration of the City of São Paulo, resulting from article 87, line III, and article 88, of the Law Federal Law No. 8.666/93, or article 7 of Federal Law No. 10,520/02;
- c) those who have been sentenced, by a final judgment, to the penalty of prohibition of rights due to the practice of environmental crimes, as disciplined in article 10 of Federal Law No. 9605/98;
- d) those who are prohibited from contracting with the Municipality of São Paulo due to penalties included in the registers referred to in Articles 22 and 23 of Federal Law No. 12.846 / 13;
- e) those who have been prohibited from participating in bids promoted by the federal, state, municipal, direct and indirect public administration, due to the practice of violation of the economic order, pursuant to article 38, line II, of Federal Law No. 12,529/11;
- f) those that have been prohibited from contracting with the Public Power by reason of condemnation for an act of administrative impropriety, under the terms of article 12 of Federal Law No. 8.429/92;
- g) those that have been temporarily suspended, impeded or declared disreputable to bid or contract with the state public administration, directly and indirectly, for disobedience to the Law on Access to Information, pursuant to Article 33, lines IV and V, of the Federal Law No. 12,527/11;
- h) any entities that have as employees, directors, members or occupants of position or employment in the Municipal Administration, Direct or Indirect, protected other impediments provided for in the applicable legislation and regulations;
- j) the SEMEIA – Portuguese Acronym for INSTITUTO SEMEIA (SEMEIA INSTITUTE), its officers, employees or associates as a result of the SMDP Cooperation Agreement No. 02/2017; and
- l) the United Nations Office for Project Services (UNOPS), its officers, employees or associates.

7.3. Also, the participation, in isolation or in CONSORTIUM, of companies, investment funds or legal entities that abuse the right of constitution of legal personality to violate the prohibitions mentioned in the previous subitem, as provided in art. 14 of Federal Law No. 12,846/2013.

8. CONSORTIUMS

8.1. The CONSORTIUMS shall comply with the provisions of art. 33 of Federal Law No. 8,666/93, as well as to art. 19 of Federal Law No. 8,987/95 and its amendments, and their participation is subject to compliance with the following requirements:

- a) each CONSORTIUM PARTNER shall meet the requirements related to legal qualification, fiscal and labor regularity, in accordance with the terms of the NOTICE;
- b) shall be presented, together with the ENABLING DOCUMENTS, the relevant commitment term for the constitution of SPC, in accordance with the GENERAL DECLARATIONS of ANNEX I – MODELS AND DECLARATIONS, signed by all CONSORTIUM PARTNERS;
- c) the participation of a same BIDDER as CONSORTIUM PARTNER in more than one CONSORTIUM, or individually in more than one COMMERCIAL PROPOSAL, will not be allowed;
- d) The participation of CONTROLLED and CONTROLLING companies or PARENT COMPANY of a same BIDDER shall only be admitted when they are in the same CONSORTIUM.

8.2. There is no minimum or maximum number of CONSORTIUM PARTNERS for each CONSORTIUM.

8.3. The winning CONSORTIUM shall promote, prior to the execution of the CONTRACT, the incorporation of the SPC, pursuant to art. 20 of Federal Law No. 8,987/95 and according to the rules set forth in this NOTICE, observing, in the composition of its capital stock, that established in the CONTRACT and holding shares identical to those included in the commitment term for the constitution of SPC presented in the BID.

8.4. The inclusion, substitution, withdrawal or exclusion of the CONSORTIUM PARTNERS until the PUBLICATION DATE OF THE CONTRACT will not be admitted, from what shall be observed the rules of transfer of the CONCESSION and transfer of the CONTROL of the CONCESSIONAIRE provided in the CONTRACT.

8.5. Disqualification or non-qualification of any CONSORTIUM PARTNER shall result in the non-qualification or automatic disqualification of the CONSORTIUM.

- 8.6. The requirements for technical qualification shall be met by the CONSORTIUM, through any of the CONSORTIUM PARTNERS alone or by the sum of the technical qualifications presented by the CONSORTIUM PARTNERS.
- 8.7. The members of the CONSORTIUM shall be jointly and severally liable, before the GRANTING AUTHORITY, for the acts performed during the BID.
- 8.8. The joint and several liability of the CONSORTIUM PARTNERS shall cease for purposes of the obligations assumed by virtue of this BID in case the CONSORTIUM has been the successful BIDDER after the DATE OF PUBLICATION OF THE CONTRACT
- 8.9. For investment funds and complementary pension fund entities, the following rules will apply:
- a) the management entities and manager entities of the funds, or any other entity that exerts a relevant influence, shall be considered BIDDERS for the application of the conditions and prohibitions of participation contemplated in this NOTICE; and
 - b) The quotaholders that have a stake equal to or greater than twenty percent (20%) in the Investment Fund will be considered BIDDERS for the application of the participation limits set forth in this NOTICE.

9. TECHNICAL VISIT AND THE DECLARATION OF FULL KNOWLEDGE

- 9.1. In order to present the proposal, the BIDDER is advised to carry out a technical visit, for the on-site verification of the conditions, nature and measurement of the materials and equipment necessary for the execution of the CONTRACT, always with the technical professional accompaniment of the GRANTING AUTHORITY.
- 9.2. Each BIDDER shall be responsible for arranging the technical visit referred to in the previous subitem, and shall do so within two (2) business days prior to the date of the intended appointment, by means of a request addressed to the following e-mail address: concessaoparques@prefeitura.sp.gov.br.
- 9.3. For the respective technical visit, the interested party should be represented at the address Rua do Paraíso, 387, São Paulo-SP, through a duly identified representative, at the scheduled time, which may be from 9:00 am to 5:00 pm.
- 9.4. Each BIDDER, alone or in CONSORTIUM, may appoint a maximum of three (03) representatives to follow the scheduled technical visit, being able to participate in any number of visits, among those to be performed.

9.5. Attendance at the technical visit is not a mandatory condition for participation in the BID, but it is considered that the ENABLING DOCUMENTS and the COMMERCIAL PROPOSAL have been prepared with full knowledge by the BIDDERS of the AREA OF THE CONCESSION, as it is, which may not invoke any insufficiency of data related to it as an obstacle to participation in the BID or to the full execution of the CONTRACT.

10. CLARIFICATIONS, OPPOSITION AND ALTERATIONS ON THE NOTICE

10.1. Interested parties who need additional information or clarification regarding this NOTICE should, in accordance with the MODEL OF REQUEST FOR CLARIFICATIONS in ANNEX I – MODELS AND DECLARATIONS, request them by July 5, 2018, under the care of the COMISSÃO ESPECIAL DE LICITAÇÃO (SPECIAL BIDDING COMMITTEE), in this way:

- a) by means of a message addressed to the electronic address concessao parques@prefeitura.sp.gov.br, until 6:00 p.m., accompanied, necessarily, of the file containing the questions formulated in ".doc" editable format; or
- b) by means of an electronic document, recorded in a physical device (CD, pen drive, or similar), filed at the Municipal Secretariat of Green and the Environment: Secretaria Municipal do Verde e Meio Ambiente, located at Rua do Paraíso, 387, São Paulo - SP, from 10:00 am to 6:00 p.m. EST (Brasilia time), with the respective file recorded in ".doc" format.

10.2. The SPECIAL BIDDING COMMITTEE shall not be responsible for any problems or failures in sending or receiving requests for clarifications, as well as the clarity and visual quality of the documents sent.

10.3. The SPECIAL BIDDING COMMITTEE will not answer questions that have been formulated in disagreement with the provisions of this NOTICE, and requests for clarifications received by facsimile are not considered.

10.4. In forwarded applications, the interested parties must identify themselves (CNPJ - National Register of Legal entity, Corporate Name and the name of the representative who requested clarification) and make the contact information available (full address, telephone and e-mail).

10.5. All correspondences regarding the NOTICE sent to the GRANTING AUTHORITY will be considered as delivered on the date of its receipt by the recipient, except those received after 6:00 p.m. EST (Brasilia time). For correspondence in electronic format, the transmission will be considered timely until the twenty four (24) hours of its last day.

- 10.6. The answers to these clarifications will be consolidated and disclosed at http://www.prefeitura.sp.gov.br/cidade/secretarias/meio_ambiente/, without the identification of the person responsible for the questioning.
- 10.7. The answers shall form part of this NOTICE for all legal purposes.
- 10.8. Under penalty of decay, any opposition to the NOTICE must be filed by any person within five (5) business days before the DATE OF DELIVERY OF THE PROPOSALS and, for those who will participate in the bidding, within two (2) business days before the DATE OF DELIVERY OF THE PROPOSALS.
- 10.9. Oppositions to the NOTICE must be in electronic format, recorded in a physical device (CD, pen drive, or similar), duly initialed and signed by the responsible and, in the case of a legal entity, by its legal representative or attorney-in-fact addressed to the President of the SPECIAL BIDDING COMMITTEE, to be filed at the Municipal Secretariat of Green and the Environment, located at Rua do Paraíso, 387, from 10:00 a.m. to 5:00 p.m.
- 10.10. This NOTICE may be modified until the DATE OF DELIVERY OF THE PROPOSALS, observing the following conditions:
- a) disclosure of the change in the same way as the disclosure of the NOTICE; and
 - b) opening of the period initially established, if the modification substantially affects the formulation of the COMMERCIAL PROPOSALS.
- 10.11. When the amendment does not substantially affect the wording of the COMMERCIAL PROPOSALS, the term of disclosure may be reopened in half, by resolution of the SPECIAL BIDDING COMMITTEE, pursuant to art. 18, § 1, of Municipal Law No. 13.278/02.
- 10.12. When the change does not imply changes or reformulation of the COMMERCIAL PROPOSALS, or the fulfillment of new requirements, there will be no need to reopen the term, according to the provisions of art. 18, § 2, of Municipal Law No. 13.278/02.

CHAPTER II - ENVELOPES

11. FORM OF SUBMISSION OF PROPOSALS AND ENABLING DOCUMENTS

- 11.1. The documentation to be presented by the BIDDERS in this BID will consist of the following envelopes:
- a) ENVELOPE 1 - COMMERCIAL PROPOSAL; and

b) ENVELOPE 2 - ENABLING DOCUMENTS.

11.2. After delivery of the envelopes, it will not be for the BIDDER to give up its proposal, under penalty of execution of the GUARANTEE OF PROPOSAL, unless for a fair reason arising from a supervening fact and accepted by the SPECIAL BIDDING COMMITTEE.

11.3. After the accreditation, the BIDDING will be conducted in two (02) distinct and successive phases, in the following order:

a) the opening stage of ENVELOPE 1, with the analysis and judgment of the COMMERCIAL PROPOSAL; and

b) the opening stage of ENVELOPE 2, with the analysis of the best qualified BIDDER'S ENABLING DOCUMENTS in the previous phase.

11.4. The opening of the envelopes and the analysis of the documentation submitted by the BIDDERS shall take place in public sessions, which may be attended by any persons, but only the manifestation of the accredited representatives of the BIDDERS shall be admitted.

11.5. For the purpose of evaluating the documents in ENVELOPES 1 and 2 opened, the SPECIAL BIDDING COMMITTEE may, justifiably, propose the closing of the respective session, and the results of the analysis shall be published in a timely manner, by publication in the Diário Oficial da Cidade de São Paulo (Official Gazette of the City of São Paulo).

11.6. The envelopes containing the COMMERCIAL PROPOSAL and the ENABLING DOCUMENTS must be delivered face-to-face on the DATE OF DELIVERY OF THE PROPOSALS, at the address and within the time indicated in the Preamble to this NOTICE, enclosed, private and containing the following external words:

INTERNATIONAL COMPETITION Nº 001/SVMA/2018

[CORPORATE NAME OF THE BIDDER OR DESIGNATION OF THE CONSORTIUM]

ENVELOPE 1 – COMMERCIAL PROPOSAL

INTERNATIONAL COMPETITION Nº 001/SVMA/2018

[CORPORATE NAME OF THE BIDDER OR DESIGNATION OF THE CONSORTIUM]

ENVELOPE 2 – ENABLING DOCUMENTS

- 11.7. Documents sent by post, internet, facsimile, telegram, or by various means and address and time other than those specified in this NOTICE will not be admitted.
- 11.8. The COMMERCIAL PROPOSAL and the ENABLING DOCUMENTS must be presented in one (1) way, bound with all sheets numbered sequentially, including separation sheets, catalogs, drawings or similar, if there is, regardless of whether it is more than one notebook, from the first to the last sheet, so that the numbering of the last sheet of the last notebook reflects the total number of sheets within each envelope, and not being allowed amendments, erasures, interlines or reservations.
- 11.9. The documents must be presented in their original form or a certified copy in a notary's office, whereby the digital guarantee insurance policies will be accepted as regards the GUARANTEE OF PROPOSAL, in which case the SPECIAL BIDDING COMMITTEE shall certify its authenticity through consultation with the site of SUSEP.
- 11.10. The SPECIAL BIDDING COMMITTEE may avail itself of the support of organs of the São Paulo City Hall, especially the Municipal Secretariat of Treasury, for the evaluation of the GUARANTEE OF PROPOSAL.
- 11.11. Equivalent documents submitted by foreign legal entities should enable the clear identification of their content, validity and effectiveness, and it is the responsibility of the BIDDER to indicate to which item and to what requirement of the notice the document corresponds.
- 11.12. In the absence of equivalent documentation in their respective countries of origin, foreign legal entities must present a formal and express declaration signed by their representative of the official public agency of the country of origin, informing them in detail and expressly stating the enabling documents those required by the NOTICE, in which there is no equivalence in the country of origin, in addition to a declaraton, signed by its representative, stating that under the penalties of law, which meet the requirements of the respective item of this NOTICE not covered by the documentation of the country of origin, being provided to the GRANTING AUTHORITY, in any case, the promotion of the acts set forth in item **Erro! Fonte de referência não encontrada.** of this convening instrument.
- 11.13. The documents issued by the Internet do not require authentication in a notary's office, and the validity of these documents will also be made through a consultation by the SPECIAL BIDDING COMMITTEE at the electronic address indicated in them.
- 11.14. The content of each ENVELOPE 1 and 2, regardless of the number of notebooks, will contain one (01) opening term, one (01) index and one (01) own closing term, indicating the page number immediately preceding.

- 11.15. All sheets of the COMMERCIAL PROPOSAL and ENABLING DOCUMENTS shall be initialed by the BIDDERS' representatives.
- 11.16. The accredited representatives must initiate on the sealing of each of the envelopes, inserting next to the heading, of own handwriting, the date and time.
- 11.17. The documents should be presented in clear language, without amendments, erasures, interlines or reservations.
- 11.18. All documents that constitute, PROPOSALS, attestations, as well as all other documentation to be elaborated and all correspondence and communications to be exchanged, must be presented in Portuguese Language.
- 11.19. Any documents that are written in a foreign language must be submitted accompanied by a sworn translation and their respective consularisation, exempted in the cases provided for in the Convention on the Elimination of the Requirement of Legalization of Foreign Public Documents, approved by Legislative Decree No. 148/2015.
- 11.20. In case of divergence between the document in the original language and its translation, the text translated into Portuguese will prevail.
- 11.21. If there is a divergence between the numerical values and those presented in full in the presented documentation, the latter will prevail.

12. DILIGENCE, CLARIFICATION AND TROUBLESHOOTING OF INFORMATION CONTAINED IN ENVELOPES

- 12.1. The SPECIAL BIDDING COMMITTEE may, at its discretion, at any stage of the BID, promote diligence to clarify or complement the instruction of the BID, pursuant to art. 43, paragraph 3, of Federal Law No. 8,666/93.
- 12.2. The BIDDER is responsible for the veracity of the information provided and the documents submitted, subject to the penalties provided for in civil, administrative and penal legislation.
- 12.3. The complementation of inadequacies or the formal corrections necessary for the correction of failures characterized as formal failures in the course of the procedure may be carried out by the SPECIAL BIDDING COMMITTEE, as established in art. 12, IV, of Federal Law No. 11,079/04.

12.4. For the purposes of the sub-items above, the term of up to three (03) calendar days, to be defined by the SPECIAL BIDDING COMMISSION, according to the circumstances of the specific case and the speed of the BID, for the submission of information or supplementation by the BIDDER, of deficiencies or of corrections of formal character.

12.5. A failure or formal defect is considered to be one that:

- a) does not denature the object of the document presented;
- b) does not allow the information contained in the document to be checked with due security; and
- c) does not imply the presentation of a document that should originally appear in the documentation presented by the BIDDER, nor does it refer to the fact that exists only after the DATE OF DELIVERY OF THE PROPOSALS.

12.6. Clarifications and information provided by any of the PARTIES shall always be in written form, and shall be available at any time in the records of the administrative process of the BID and on the electronic website http://www.prefeitura.sp.gov.br/cidade/secretarias/meio_ambiente.

13. ACCREDITATION

13.1. The representatives of each BIDDER must present themselves for accreditation to the SPECIAL BIDDING COMMITTEE on the same day, place and time designated for the beginning of the public opening session of the envelopes, presenting:

- a) copy of the identity card (ID) or other official document with a photo of the representative (s);
- b) a power of attorney that proves specific powers to perform all acts related to this BID, such as formulating price offers, lodging and/or withdrawing appeals, according to the MODEL OF POWER OF ATTORNEYS in ANNEX I – MODELS AND DECLARATIONS, together with the document (s) attesting to the powers of the respective grantor (s);
- c) constitutive act, statute or social contract; and
- d) declaration of the fact that there is no impediment to participate in the BID, in accordance with the MODEL OF DECLARATION OF ABSENCE OF IMPEDIMENT FOR THE PARTICIPATION IN THE BIDDING, in ANNEX I – MODELS AND DECLARATIONS.

- 13.2. In the case of a special mandate instrument, it must be presented with a recognized signature.
- 13.3. In the case of CONSORTIUMS, the power of attorney shall be granted by all CONSORTIUM PARTNERS, or by the respective leader.
- 13.4. Only power of attorney will be accepted that provide for specific powers regarding the practice of acts in this BID. The documents of representation of the BIDDERS shall be retained by the SPECIAL BIDDING COMMITTEE and attached to the BIDDING PROCESS.
- 13.5. The absence of accreditation shall not constitute grounds for disqualification of the BIDDER.
- 13.6. At any time during the bidding process, the BIDDER may replace its accredited representative (s).
- 13.7. No person, even with a power of attorney, may represent more than one BIDDER.

14. COMMERCIAL PROPOSAL – ENVELOPE 1

- 14.1. The COMMERCIAL PROPOSAL must comply with all the formal requirements set forth in this NOTICE and its contents must be expressed in a letter addressed to the SPECIAL BIDDING COMMITTEE, subject to the MODEL OF LETTER OF PRESENTATION OF THE COMMERCIAL PROPOSAL in ANNEX I – MODELS AND DECLARATIONS.
- 14.2. Each BIDDER shall submit only one COMMERCIAL PROPOSAL, under penalty of disqualification.
- 14.3. The BIDDER shall indicate in its COMMERCIAL PROPOSAL the value of the FIXED GRAND INSTALLMENT in national currency.
- 14.4. The values presented in the COMMERCIAL PROPOSAL must have as the base date the DATE OF DELIVERY OF THE PROPOSALS.
- 14.5. The COMMERCIAL PROPOSAL must be valid for at least one hundred and eighty (180) days counted from the DATE OF DELIVERY OF THE PROPOSALS, and all conditions contained therein must be maintained during this period.
- 14.6. Only the COMMERCIAL PROPOSALS covering the entire OBJECT will be considered, in the exact terms of this NOTICE.

14.7. The COMMERCIAL PROPOSAL shall be based on, among others:

- a) all investments, taxes, costs and expenses necessary for the execution of the OBJECT;
- b) the payment of VARIABLE GRANT INSTALLMENTS, in accordance with the CONTRACT;
- c) the risks to be assumed by the CONCESSIONAIRE due to the execution of the services OBJECT;
- d) the values to be paid in the amount of R \$ 1,000,000.00 (one million Reais), to be paid to the authors of the studies taken in connection with Public Call Notice No. 01/2017 - SMDP;
- e) the term of the CONCESSION, which will be thirty five (35) years;
- f) the reversibility of the assets of the SPC, subject to the conditions set forth in the CONTRACT; and
- g) the other obligations of this NOTICE, of the CONTRACT and its respective ANNEXES.

14.8. The value of the FIXED GRANT INSTALLMENT shall be adjusted if the period between the DATE OF DELIVERY OF THE PROPOSAL and the date of signature of the contract exceeds one (01) year, depending on the variation of the CPI, or, in the event of its extinction, by the index to replace it.

15. ENABLING DOCUMENTS - ENVELOPE 2

15.1. GENERAL DOCUMENTATION

15.1.1. In ENVELOPE 2, and without prejudice to the other documents indicated in the subsequent subitems, the BIDDER shall submit:

- a) letter of presentation duly signed, observing the MODEL LETTER OF PRESENTATION OF THE ENABLING DOCUMENTS indicated in ANNEX I – MODELS AND DECLARATIONS;
- b) declarations, according to the model of GENERAL DECLARATIONS of ANNEX I – MODELS AND DECLARATIONS, that, in the case of a CONTRACTING, the SPC will constitute the SPC for signing the CONTRACT, according to Brazilian laws, with headquarters and administration in Brazil, in the Municipality of São Paulo, State from Sao Paulo;

- c) commitment to pay the SPC's minimum social capital, according to the CONTRACT, according to the model of GENERAL DECLARATIONS of ANNEX I – MODELS AND DECLARATIONS;
- d) a commitment by SPC to be structured in the form of a joint-stock company, corporate governance and accounting standards, and the preparation of standardized financial statements, in accordance with accounting practices adopted in Brazil, based on Brazilian Corporate Legislation Brazilian Corporate Law (Federal Law No. 6,404 / 76 and subsequent amendments) and in the Accounting Standards issued by the Federal Accounting Council – Portuguese Acronym: CFC, according to the model of GENERAL DECLARATIONS of ANNEX I - MODELS AND DECLARATIONS;
- e) commitment to adopt internal procedures and procedures for integrity, auditing and incentive to report irregularities and the effective application of codes of ethics and conduct, according to the model of GENERAL DECLARATIONS of ANNEX I – MODELS AND DECLARATIONS; and
- f) declaration of commitment to comply with the provisions of art. 7, XXXIII, of the Federal Constitution of 1988, according to the terms ANNEX I – MODELS AND DECLARATIONS.

15.1.2. In the case of CONSORTIUM, the obligations set forth in the preceding item shall be fulfilled, when applicable, by each of the respective members, or may be provided if they are already included in the SPC's own instrument of incorporation.

15.1.3. In the case of CONSORTIUM, the corresponding commitment term for the constitution of SPC, signed in accordance with Brazilian laws, signed by the CONSORTIUM PARTNERS, shall also be presented, containing:

- a) the name of the CONSORTIUM;
- b) the composition of the CONSORTIUM, indicating the percentage of participation of each CONSORTIUM PARTNER in the capital of the future SPC, subject to the conditions of this NOTICE;
- c) the purpose of the CONSORTIUM, which shall be compatible with this BID and with the OBJECT of the CONTRACT;
- d) the indication of the leader of the CONSORTIUM, who shall be a Brazilian legal entity, and who will be acknowledged express powers to represent the CONSORTIUM in the BID, being able to receive and give discharge, to respond administratively and judicially, to agree with conditions, to compromise and perform other acts necessary for the

participation of the CONSORTIUM in this BID, until the DATE OF PUBLICATION OF THE CONTRACT; and

- e) express declaration of all participants in the CONSORTIUM, in force as from the DATE OF PRESENTATION OF THE PROPOSALS, acceptance of joint and several liability, in accordance with art. 33 of Federal Law No. 8.666 / 93, regarding the OBJECT of this BID, fully covering all obligations assumed in the proposal presented, and such joint and several liability will only cease, in case the CONSORTIUM has been the successful BIDDER, after the DATE OF THE PUBLICATION of extract from CONTRACT; and, in case the CONSORTIUM has not been the successful BIDDER, within thirty (30) days counted from the DATE OF THE PUBLICATION OF THE CONTRACT.

15.2. DOCUMENTATION RELATED TO THE LEGAL ENABLING

15.2.1. For the purposes of legal enabling, the following documents must be submitted by the individual BIDDER and, if applicable, by each member of the CONSORTIUM, including the leader:

- a) copy of the articles of incorporation, status or social contract of association in force, including, if any, changes made since the last consolidation, duly registered with the Junta Comercial (Board of Trade) or competent body.
- b) in the case of corporations and limited companies, when applicable, the documents listed in the above item must be accompanied by duly registered documents of election of their managers and, in the case of joint stock companies, of the respective publications in the press;
- c) in the case of an individual company, the documents listed in the item above must be accompanied by the presentation of the commercial register of the BIDDER;
- d) in the case of investment funds, the documents listed in the item above must be accompanied by the instrument of incorporation with the last amendment filed with the competent body; the proof of hiring manager, if any, as well as the election of the acting administrator; proof of registration of the investment fund in the Comissão de Valores Mobiliários (Securities and Exchange Commission, Portuguese acronym: CVM; of the investment fund regulation and its subsequent amendments if any; of the proof of registration of the regulation of the investment fund before the competent Registro de Títulos e Documentos (Registry of Titles and Documents); proof that the investment fund has been duly authorized to participate in the BID and that its representative may represent it in all acts and for all purposes of the BID, assuming, on behalf of the investment fund, all obligations and rights arising therefrom; and proof of qualification of the manager and, if there is one, of the investment fund manager, before the CVM; and;

- e) In the case of open or closed complementary pension fund entities, the documents listed in the item above must be accompanied by the inscription or registration of the articles of incorporation, the minutes that elected the current administration, the current regulation, the proof of express authorization, and which is specific to the constitution and functioning of the supplementary pension scheme granted by the competent supervisory body and a statement that the plans and benefits administered by it are not under liquidation or intervention by the Ministry of Finance's Secretariat of Social Security.

15.3. DOCUMENTATION RELATED TO THE ECONOMIC AND FINANCIAL QUALIFICATION

15.3.1. For the purposes of the economic and financial qualification, the following documents must be submitted by the individual BIDDER and, in the case of CONSORTIUM, by each member, including the leader:

- a) for any type of limited company and for manager and / or fund manager (s): negative certificate of bankruptcy petition and judicial recovery, issued by the Judicial Distributor of the District (Civil Courts) of the city where the company is domiciled, with a date of no more than 90 (ninety) days prior to the DATE OF DELIVERY OF THE PROPOSALS; in the event of any judicial action being taken, the “certificate of object and foot” must be attached stating the situation of the updated process for ninety (90) days prior to the DATE OF DELIVERY OF THE PROPOSALS;
- b) for the other BIDDERS: a certificate issued by the Judicial Distributor of the Civil Courts in general (Patrimonial Execution) of the Region where the BIDDER is domiciled, dated not later than 90 (ninety) days prior to the DATE OF DELIVERY OF THE PROPOSALS; in the event of any judicial action being taken, the “certificate of object and foot” must be attached stating the situation of the updated process for ninety (90) days prior to the DATE OF DELIVERY OF THE PROPOSALS; and
- c) balance sheet and respective financial statements referring to the last fiscal year, already payable and presented in accordance with the law, not being replaced by provisional balance sheets, duly registered.

15.3.2. For the purposes of accounting requirements, corporations must present financial statements in one of the following ways: publication in Official Gazette, publication in a newspaper of great circulation, or by certified copy.

15.3.3. The other corporate types and the individual entrepreneur must present a certified copy of the balance sheet, registered with the Board of Trade, or another equivalent body, at the BIDDER's headquarters.

15.3.4. The balance sheet referred to in sub-item 15.3.1., letter "c", must be signed by the legal representative of the BIDDER and by an accountant duly authorized, and also, when legally required, be accompanied by the report of independent auditors.

15.3.5. If the BIDDER is enrolled in the Sistema Público de Escrituração Digital (Public Digital Bookkeeping System, Portuguese Acronym: SPED), the documents mentioned in subitem 15.3.1, letter "c", may be replaced, by:

- a) proof of the digital delivery of the accounting book with the balance sheet and the financial statements required by law;
- b) proof of the digital signature of the accounting book by the responsible director and by qualified accounting professional and duly registered in the Regional Accounting Council – Portuguese Acronym: CRC, proving its regularity before the respective council;
- c) copy of the opening and closing period of the respective accounting book; and
- d) term of authentication of the accounting book with the balance sheet and the financial statements by the competent body.

15.3.6. Foreign companies must present the balance sheet and financial statements, in accordance with subitem 15.3.1., Letter "c", accompanied by a report by independent auditors, with all amounts converted to R \$ (reais – BRL), by the commercial exchange rate for sale disclosed by the Central Bank of Brazil (Portuguese acronym: BACEN), based on the base date of the financial statements, and prepared in accordance with the Generally Accepted Accounting Principles (BRGAAP), pursuant to the provisions of Federal Law No. 6,404/76 and in Federal Law No. 11,638/07, forbidden to replace them with balance sheets and provisional balance sheets.

15.3.7. The companies constituted after the closing of the last fiscal year must present, in substitution of the Balance Sheet and the Financial Statements, the Opening Balance.

15.3.8. For the purposes of the economic and financial qualification, BIDDERS must also present GUARANTEE OF PROPOSAL, in accordance with subitem **Erro! Fonte de referência não encontrada..**

15.4. DOCUMENTATION RELATED TO THE LABOR AND FISCAL GOOD STANDING

15.4.1. For the purpose of proving labor and fiscal good standing, the following documents must be presented by the individual BIDDER and, if applicable, by each member of the CONSORTIUM, including the leader:

- a) proof of registration in the Cadastro Nacional de Pessoas Jurídicas do Ministério da Fazenda (National Registry of Legal Entities of the Ministry of Finance, Portuguese acronym: CNPJ);
- b) proof of registration in the register of municipal taxpayers relative to the domicile or headquarters of the BIDDER;
- c) proof of registration in the register of state taxpayers relative to the domicile or headquarters of the BIDDER;
- d) proof of regularity with the National Treasury, by means of joint negative certificate of debts related to federal taxes and to the active debt of the Federal Government, issued by the Federal Secretariat of Revenue of Brazil and by the Attorney General of the National Treasury;
- e) proof of regularity with the State Treasury of the BIDDER's headquarters, by means of certificates issued in respect of debts registered in active debt, observing, in the case of BIDDERS with headquarters in São Paulo, the provisions of Intersecretarial Ordinance No. 02/2014 - SNJ / SEMPLA¹;
- f) proof of regularity by means of a certificate of Individual Income Tax, related to the Municipality of São Paulo, regarding debts not registered and registered in active debt, to be issued respectively by the Municipal Secretariat of Treasury of the Municipality of São Paulo;
- g) proof of regular status with the Fundo de Garantia por Tempo de Serviço (Employment Time Guarantee Fund, Portuguese acronym: FGTS); and
- h) proof of the non-existence of debts defaulted before the Labor Court, upon presentation of the corresponding Certidão Negativa de Débitos Trabalhistas (Negative Certificate of Labor Debt, Portuguese acronym: CNDT).

15.4.2. If the BIDDER is not registered as a taxpayer in the Municipality of São Paulo, it shall submit a statement signed by its legal representative/attorney, under the penalties of the law, non-registration and that nothing owes to the Municipality of São Paulo, MODEL DECLARATION OF NON-REGISTRATION AND UNEMPLOYMENT OF DEBTS TO THE TREASURY SECRETARIAT OF THE MUNICIPALITY OF SÃO PAULO, contained in ANNEX I – MODELS AND DECLARATIONS.

¹ Ordinance available at the following electronic address:
<<http://www.docidadesp.imprensaoficial.com.br/RenderizadorPDF.aspx?ClipID=F8QFC1BOU18I0e6GPNS35IRFPID>>.

15.4.3. If the BIDDER has more than one inscription in the Individual Income Tax (Portuguese acronym: CCM) in the Municipality of São Paulo, it must present a certificate of regularity of tax debts relating to each register that it has.

15.4.4. Negative certificates or positive certificates with negative effect will be accepted as proof of labor and fiscal good standing.

15.4.5. The documents and certificates presented must be valid on the DATE OF DELIVERY OF THE PROPOSALS.

15.4.6. All documents that do not have a valid expiration date will be considered valid for ninety (90) days from the date of their respective shipping.

15.5. DOCUMENTATION RELATED TO THE TECHNICAL QUALIFICATION

15.5.1. For the purposes of the technical qualification, the following documents must be submitted by the individual BIDDER or, in the case of CONSORTIUM, by at least one of its members:

- a) certificate of registration or inscription in the Professional Council that supervises the exercise of the BIDDER and its technical officers, when required, with the GRANTING AUTHORITY being able to exercise diligence to verify the inexigibility of mentioned certificate by the BIDDER that does not submit it, pursuant to item **Erro! Fonte de referência não encontrada.** of this NOTICE;
- b) proof of suitability for the performance of the activity OBJECT of this BID, by means of the presentation of attestation of technical-operational capacity, issued by a public or private legal entity, o which proves that the BIDDER has economically exploited or managed an enterprise for public or private use for tourism, passenger terminals, commerce, culture or leisure, which has received at least 200,000 (two hundred thousand) users in the period of a year.

15.5.2. For the purposes of the verification referred to in sub-item 15.5.1, letter "b" (technical-operational qualification), no sum of certificates is allowed; each of the requirements set forth in aforementioned subitem must be met in its entirety by one (1) equipment, and it is allowed to present more than one certificate only to make the requested statements about the same enterprise.

15.5.3. For the purpose of the verification referred to in sub-item 15.5.1, letter "b" (technical-operational qualification), in the case of a consortium of which the BIDDER has participated, only attestations will be accepted when demonstrated that the BIDDER's

participation has been higher to thirty percent (30%) of mentioned consortium or of any specific purpose company formed from such consortium.

15.5.4. In the case of corporate changes and in the cases of mergers, incorporations or dismemberment of companies, only those certificates that prove unequivocally the final transfer of TECHNICAL ACQUIS will be considered.

15.5.5. For the purposes of this NOTICE, and in particular sub-item 15.5.1, it is considered a legal entity of public law any entity of the Public Administration directly or indirectly, within the scope of the Union, the States, the Federal District or the Municipalities; it is considered legal entity of private law those listed in article 44 of the Brazilian Civil Code.

15.5.6. Attestations issued in the name of CONTROLLED, PARENT COMPANY, or entity (s) subject to the same CONTROL, or on behalf of the legal entity(ies) that assumes the commitment to the BIDDER of contracting with the future SPE to carry out the services, whether national or foreign will be considered.

15.5.7. In the event of a use by a BIDDER of attestations issued in the name of CONTROLLED, PARENT COMPANY, or entity (ies) subject to the same CONTROL, or on behalf of the subcontracted legal entity(ies), as the previous sub-item, a declaration indicating such condition, accompanied by the respective organization chart of the economic group and respective corporate relationships, shall be carried out, effectively demonstrating the link between legal entities, or the commitment to contract with the future SPC, according to the model in the ANNEX I – MODELS AND DECLARATIONS.

15.5.8. In the case of foreign BIDDERS, the fulfillment of the enabling requirements indicated in sub-item 15.5.1 shall be given upon submission of equivalent documents, if available, subject to subitems 11.19 and 11.20 of this NOTICE.

15.5.9. The certificate (s) must clearly and unequivocally present the required information on the official letterhead of the person responsible for the attestation or in a certified copy, and must also contain at least the following information:

- a) activities to which it refers;
- b) location of the activities to which it refers, specifying the type of enterprise;
- c) characteristics of the activities to which it refers, including the number of users/average year of the equipment;

- d) percentage of the BIDDER's participation in the enterprise to which it refers, when applicable;
- e) start and end dates of the activities and services to which it refers;
- f) description of the activities carried out in the consortium by the BIDDER, when the certificate has been issued in the name of a consortium;
- g) name of the issuer; and
- h) name and identification of the signatory of the certificate, with updated information of his/her telephones and contact email, accompanied by documentation proving his/her status as representative of the issuer.

15.5.10. The BIDDER must present, in a clear and unambiguous way, the relevant data of the presented certificates, and also, in order to complement the required information, attach other relevant confirmation documents.

15.5.11. The compliance of the certificates may be confirmed by means of the diligence of the SPECIAL BIDDING COMMITTEE to ascertain the technical qualification of the BIDDER, in accordance with this NOTICE, and failure to comply with the requirements of the notice shall imply the inability of the BIDDER, without prejudice to other applicable penalties due to false information.

15.6. GUARANTEE OF PROPOSAL

15.6.1. BIDDERS shall submit a GUARANTEE OF PROPOSAL in the amount of R \$ 6,325,323.93 (six million, three hundred twenty-five thousand, three hundred and twenty-three reais and ninety-three cents – BRL) for the purpose of participating in the BID.

15.6.2. BIDDERS who do not submit the GUARANTEE OF PROPOSAL under the conditions set forth in this NOTICE will be disabled and will be prevented from proceeding with the BID.

15.6.3. For BIDDERS organized in CONSORTIUM, the GUARANTEE OF PROPOSAL must be presented in the name of one or more CONSORTIUM PARTNERS or even of the lead consortium partner, and must indicate expressly the name of the CONSORTIUM and of all CONSORTIOS, regardless of the GUARANTEE OF PROPOSAL to have been provided by one or more consortium members, or only by the lead consortium partner.

15.6.4. The GUARANTEE OF PROPOSAL may be presented in the following ways:

- a) collateral deposit in cash, in Brazilian currency (reais – BRL), deposited in a current account of the Municipality of São Paulo, with proof of deposit;
- b) collateral in federal public debt securities, not recorded with clauses of inalienability and impenhorabilidade, nor acquired compulsorily;
- c) insurance-guarantee, provided by national or foreign insurance company authorized to operate in Brazil, with the presentation of SUSEP's current certificate of regularity, in accordance with TERMS AND MINIMUM CONDITIONS OF THE INSURANCE-GUARANTEES contained in ANNEX I – MODELS AND DECLARATIONS; or
- d) bank guarantee, provided by a national or foreign financial institution authorized to operate in Brazil, with credit rating on a national scale greater than or equal to "Aa2.br", "brAA-" or "A(bra)", according to issued by the Moody's, Standard & Poor's or Fitch risk agencies, in favor of the GRANTING AUTHORITY, under the terms of the BANK GUARANTEE MODEL contained in ANNEX I – MODELS AND DECLARATIONS.

15.6.5. In case the guarantee is provided in the form of cash collateral, the proof of provision of the GUARANTEE OF PROPOSAL in the form of cash deposit shall be issued by the competent area of the Municipal Secretariat of Treasury; the BIDDER shall withdraw a document from the Municipal Secretariat of Green and the Environment, at the Department of Administration and Finance - DAF-1, located at Rua do Paraíso, 387 - 9th floor, and, with this document, deposit the mentioned guarantee in the Municipal Secretariat of Treasury, at Praça do Patriarca, nº 69, from 10:00 a.m. to 3:00 p.m., from Monday to Friday, pursuant to Ordinance SF No. 122/09.

15.6.6. In the event that the guarantee is provided in the form of collateral in federal public debt securities, the security deposit document must be dated and signed by the financial institution in which the securities to be offered as collateral are deposited, stating that:

- a) the mentioned securities, clearly identified, will be secured in favor of the GRANTING AUTHORITY, as a guarantee of maintenance of the BIDDER'S COMMERCIAL PROPOSAL related to this NOTICE; and
- b) The GRANTING AUTHORITY may execute the collateral under the conditions set forth in the NOTICE.

15.6.7. The GUARANTEES OF PROPOSAL presented in the insurance-guarantee and bank guarantee modalities must be presented with their value expressed in national currency, containing the signature of the administrators of the issuer entity, with proof of the respective powers of representation.

15.6.8. The GUARANTEES OF PROPOSAL presented in the insurance-guarantee modality shall follow SUSEP Circular No. 477/13.

15.6.9. The GUARANTEE OF PROPOSAL offered may not contain reservations or conditions that may raise doubts as to its feasibility.

15.6.10. In the case of GUARANTEE OF PROPOSAL provided by two or more insurance-guarantee, the policies must expressly register their complementarity.

15.6.11. For the GUARANTEE OF PROPOSAL presented in the form of collateral in federal public debt securities, the following securities will be admitted:

- a) Tesouro Prefixado (Pre-fixed Treasury);
- b) Tesouro Selic (Selic Treasury);
- c) Tesouro IPCA+ com Juros Semestrais (Treasury IPCA + with Semiannual Interest);
- d) Tesouro IPCA (IPCA Treasury);
- e) Tesouro IGPM + com Juros Semestrais (IGPM + Treasury with Semester Interest); and
- f) Tesouro Prefixado com Juros Semestrais (Pre-fixed Treasury with Semester Interest.).

15.6.12. The collateral cash deposit will be withheld for the period of release set forth in item 15.6.17 and the GUARANTEES OF PROPOSAL in the other modalities will only be accepted with a validity period of not less than one hundred and eighty (180) days from the DATE OF DELIVERY OF THE PROPOSALS, the provisions in the sub-items below regarding its renewal or replacement.

15.6.13. In cases where the validity of the GUARANTEE OF PROPOSAL expires prior to the publication of the CONTRACT, the maintenance of the conditions of authorization of the BIDDER shall be conditioned to the regular renewal of the respective GUARANTEE OF PROPOSAL or its replacement by one of the other modalities provided in this NOTICE, at its own expense.

15.6.14. It is the responsibility of the BIDDER to promote the timely renewal of its GUARANTEE OF PROPOSAL, prior to the materialization of its expiration, and shall communicate such expedient to the SPECIAL BIDDING COMMITTEE.

- 15.6.15. In the case of a renewal required after one hundred and eighty (180) days of its presentation, the GUARANTEE OF PROPOSAL will be adjusted by the variation of the CPI, or other index that replaces it, between the month of the DATE OF DELIVERY OF THE PROPOSALS and the month immediately prior to renewal.
- 15.6.16. The proof of constitution of the GUARANTEE OF PROPOSAL shall compose ENVELOPE 2, observing the provisions of this NOTICE.
- 15.6.17. The BIDDERS' GUARANTEES OF PROPOSAL will be released within thirty (30) days after:
- a) the signing of the CONTRACT, in the case of the successful BIDDER of the contest;
 - b) the AWARD, in the case of other bidders;
 - c) the revocation or cancellation of the BID, for all bidders; or
 - d) the maturity of the period referred to in sub-item 15.6.12. when there is no renewal of the GUARANTEE OF PROPOSAL by the BIDDER.
- 15.6.18. The SPECIAL BIDDING COMMITTEE will analyze the regularity and effectiveness of the GUARANTEES OF PROPOSALS presented, observing the provisions of this NOTICE.
- 15.6.19. The total or partial default of the obligations assumed by the BIDDERS resulting from their participation in the BID will cause the execution of the GUARANTEE OF PROPOSAL, upon prior notice of the BIDDER, without prejudice to the other penalties set forth in the NOTICE or in the applicable legislation.
- 15.6.20. The GUARANTEE OF PROPOSAL will also be responsible for the fines, penalties and indemnities due by the BIDDER to the GRANTING AUTHORITY during the BID, including in case of to conclude the CONTRACT by the CONTRACTING, not being excluded, in any case, its responsibility and obligation to reimburse any losses and damages that are not supported by the GUARANTEE OF PROPOSAL.

CHAPTER III – PROCESSING OF THE BID

16. RECEIVING ENVELOPES

- 16.1. On the day, time and place established in this NOTICE, the SPECIAL BIDDING COMMITTEE will install the public session for the receipt of ENVELOPES 1 and 2, according to the following work order:

- a) receipt of ENVELOPES 1 and 2 of each BIDDER;
- b) accreditation of the representatives of each BIDDER, in the form of item **Erro! Fonte de referência não encontrada.** of this NOTICE;
- c) initial by at least one of the members of the SPECIAL BIDDING COMMITTEE and by at least one of the authorized representatives of the BIDDERS, of ENVELOPES 2 presented, still sealed, and which will be under the responsibility of the SPECIAL BIDDING COMMITTEE;
- d) opening of ENVELOPES 1 of each of the BIDDERS.

17. OPENING AND ANALYSIS OF ENVELOPE 1 - COMMERCIAL PROPOSAL

17.1. Once ENVELOPES 1 is open, their documents will be initialed by at least one of the members of the SPECIAL BIDDING COMMITTEE and by at least one of the accredited representatives of each of the BIDDERS present.

17.1.1. The SPECIAL BIDDING COMMITTEE shall analyze the related documents and decide on the COMMERCIAL PROPOSALS with the respective order of classification immediately, at the same session, or suspend it, disseminating the result by means of publication in the Official Gazette of the City of São Paulo.

17.1.2. For the purpose of evaluating the BIDDERS COMMERCIAL PROPOSAL, the MINIMUM VALUE OF FIXED GRANT INSTALLMENT to be considered is R \$ 1.9 (one point nine) million, with the BIDDER being ranked first, which, in view of all requirements, present the highest value of FIXED GRANT INSTALLMENT of the COMMERCIAL PROPOSALS, never lower than mentioned limit.

17.1.3. The BIDDER will be disqualified:

- a) that does not submit the documents required for ENVELOPE 1 in accordance with the forms, guidelines, requirements and conditions established in this NOTICE and in its ANNEXES, in particular in the MODEL OF LETTER OF PRESENTATION OF THE COMMERCIAL PROPOSAL in ANNEX I – MODELS AND DECLARATIONS;
- b) whose documents are not signed by a person empowered to do so;
- c) whose COMMERCIAL PROPOSAL is not written in Portuguese;
- d) whose COMMERCIAL PROPOSAL is not fully expressed in national currency;

- e) whose COMMERCIAL PROPOSAL presents price or advantage based on the COMMERCIAL PROPOSALS of the other BIDDERS; and
- f) whose PROPOSALS presented amendments, reservations or defects, or which omit any items required in this NOTICE or in the pertinent legislation.

17.1.4. The first BIDDER shall be classified as having the highest value in respect of the FIXED GRANT INSTALLMENT offered under the terms of this NOTICE.

17.1.5. The other BIDDERS will be classified in the descending order of the value of the FIXED GRANT INSTALLMENT presented in their respective COMMERCIAL PROPOSALS.

17.1.6. In case of a tie in relation to the values presented by the BIDDERS, the applicable preference rules will be adopted, in accordance with the provisions of art. 3º, § 2, of Federal Law No. 8.666/93, in case the tie persists, proceed to the draw, in the form of art. 45, § 2, of that legal diploma.

17.1.7. The decision of the SPECIAL BIDDING COMMITTEE regarding the judgment of the COMMERCIAL PROPOSALS shall be subject to appeal, pursuant to item 18 of the NOTICE.

17.1.8. In the event that the BIDDERS expressly waives the right to appeal, or after the deadline for lodging any appeals without demonstration, or, once again, the appeals filed, under the terms of item 18, the SPECIAL BIDDING COMMITTEE shall proceed with the opening of ENVELOPE 2 of the BIDDER ranked first, designating, as the case may be, a new public session date for this purpose.

17.1.9. The session (s) held will be take the minutes in detail, recording all the acts of the procedure and the relevant occurrences, which will be signed at the end by the SPECIFIC BIDDING COMMITTEE and the accredited BIDDERS representatives present.

18. OPENING AND ANALYSIS OF ENVELOPE 2 - ENABLING DOCUMENTS

18.1.1. On the day, time and place previously designated, the SPECIAL BIDDING COMMITTEE and the BIDDERS wishing to attend will be meeting in public session, for the opening of ENVELOPE 2 of the BIDDER best classified in the previous phase of the contest.

18.1.2. Once ENVELOPE 2 has been opened, the ENABLING DOCUMENTS, including the GUARANTEE OF PROPOSAL, will be initialed by at least one of the members of the SPECIAL BIDDING COMMITTEE and by at least one of the accredited representatives of each of the BIDDERS present who so wish.

18.1.3. The SPECIAL BIDDING COMMITTEE shall analyze the ENABLING DOCUMENTS and shall, if necessary at a later date, publish the result of the analysis, with the reasons for its decision, by publication in the Official Gazette of the City of São Paulo.

18.1.4. In case of need, the SPECIAL BIDDING COMMITTEE may initiate proceedings or request clarification on the information and data brought by the BIDDERS in the ENABLING DOCUMENTS, including to confirm, if necessary, the veracity of the documents and / or certificates presented.

18.1.5. The failure to comply with the requests made by the SPECIAL BIDDING COMMITTEE pursuant to the previous subitem will lead to the disqualification of the BIDDER.

18.1.6. Only the BIDDER that fully satisfies the provisions of the ENABLING DOCUMENTS, the GUARANTEE OF PROPOSAL and the other requirements set forth in this NOTICE will be qualified.

18.1.7. The disqualification of any CONSORTIUM PARTNER shall cause the disqualification of the entire CONSORTIUM.

18.1.8. If the BIDDER first classified does not meet the requirements for qualification provided for in this NOTICE, the SPECIAL BIDDING COMMITTEE, in a public session to be duly appointed, will open ENVELOPE 2 of the BIDDER ranked second, and so on, repeating the procedures described in this section of the NOTICE.

18.1.9. The SPECIAL BIDDING COMMITTEE shall keep custody of the other envelopes submitted by the BIDDERS until the DATE OF PUBLICATION OF THE CONTRACT, which shall be withdrawn by the responsible parties within thirty (30) days of that event, under penalty of to be unused.

19. ADMINISTRATIVE RESOURCES

19.1. In accordance with art. 109, I of Federal Law No. 8,666 / 93, BIDDERS may appeal the decision (s) on:

- a) the analysis and classification of the COMMERCIAL PROPOSAL;
- b) the qualification or disqualification of BIDDER;
- c) the application of the penalties and penalties provided for in the NOTICE; and
- d) cancellation or revocation of the BID.

19.2. The appeal must be filed within five (5) business days counted from the notice of the act, either during the public session or, as the case may be, after the publication of the decision in the Official Gazette of the City of São Paulo.

19.3. For any appeal, the deadline will start on the first business day following that of the respective summons, excluding the day of commencement and including the expiration date.

19.4. The appeal will be addressed to the Municipal Secretariat of Green and the Environment, through the Chairman of the SPECIAL BIDDING COMMITTEE, by protocol at Rua do Paraíso, no. 387, observing the time between 10:00 am and 5:00 pm, with the following identification:

Administrative appeal

International Competition Nº 001/SVMA/2018

[Corporate Name of the Bidder or designation of the Consortium]

19.5. The filing of an appeal shall be communicated to the other BIDDERS, who may present counter-arguments within a period of five (5) business days, counting from the notice of the act, by protocol at Rua do Paraíso, No. 387, observing the time between 10:00 am and 5:00 pm.

19.6. The SPECIAL BIDDING COMMITTEE may reconsider its decision within five (5) business days from receipt of the appeal, or have it submitted to the higher authority, duly informed, for approval or rejection, also observed in this case, the term of five (5) business days.

19.7. The resources must comply with the following requirements:

a) be duly substantiated;

b) be signed by a legal representative or attorney-in-fact with sufficient powers; and

c) be recorded exclusively in writing, on paper, with the sheets duly initialed and signed by the subscriber, in the original, with the SPECIAL BIDDING COMMITTEE, at Rua do Paraíso, No. 387, on working days, between schedule from 10:00 am to 5:00 pm.

19.8. Appeals filed after the deadline and in a place other than the one indicated will not be known.

19.9. The submission of documents or information that should have been submitted in ENVELOPES 1 and 2 and whose omission has not been regularly supplied in the manner established in this NOTICE shall not be allowed.

19.10. Appeals against the decision-making acts indicated in sub-item 19.1, letters “a” and “b” will have suspensive effect, and the competent authority, motivated and present reasons of public interest, may grant suspensive efficacy to the other resources.

19.11. The appeal decision will be published in the Official Gazette of the City of São Paulo.

19.12. The receipt of the appeal shall invalidate only the acts that can not be exploited.

20. AWARD AND HOMOLOGATION

20.1. The result of the BID will be submitted by the SPECIAL BIDDING COMMITTEE to the Municipal Secretariat of Privatization and Partnerships and to the Municipal Secretariat of Green and the Environment for homologation.

20.2. The GRANTING AUTHORITY shall award the object of the BID, after homologation, and shall call, by publication in the Official Gazette of the City of São Paulo, the CONTRACTING for signing the CONTRACT, within a period of up to sixty (60) days as of the date of mentioned publication.

20.3. The term provided for in the previous subitem may be extended for up to another sixty (60) days to the request of the CONTRACTING and provided that duly justified reason. The extension by determination of the GRANTING AUTHORITY is also allowed.

20.4. If the CONTRACTING don't sign the CONTRACT within the period set, or not complying with any of the conditions precedent to the signing of the CONTRACT, under the terms of this NOTICE, may the GRANTING AUTHORITY, without prejudice to the application of administrative penalties and the execution of the GUARANTEE OF PROPOSAL, to summon the remaining BIDDERS in their classification order, which shall prove, for the purposes of the AWARD, the existence or constitution of a GUARANTEE OF PROPOSAL, in accordance with this NOTICE.

20.5. In the event of the previous subitem and due to supervening facts, the GRANTING AUTHORITY may revoke the bid, by means of a duly justified decision.

21. ADMINISTRATIVES PENALTIES

21.1. The refusal of the CONTRACTING to sign the CONTRACT within the term established by the GRANTING AUTHORITY, or failure to comply with the conditions precedent to the signing of the CONTRACT in the terms and deadlines set forth in this NOTICE, will allow the application of the following penalties:

- a) a fine corresponding to up to R \$ 6,325,323.93 (six million, three hundred twenty-five thousand, three hundred and twenty-three reais and ninety-three cents – BRL , which may be executed by means of withholding the GUARANTEE OF PROPOSAL;
- b) temporary suspension of participating in bidding and impediment of contracting with the Administration for a period of twenty four (24) months; and
- c) declaration of inability to notice and contract with the Public Administration for a term of up to five (5) years, as long as the reasons for the punishment remain or until rehabilitation is promoted before the authority that applied the penalty, which will always be granted that the contracted part reimburse the Administration for the resulting damages and after the expiration of the term of the penalty applied based on the previous subitem.

21.2. The penalty provided for in letter "a" of th sub-item above may be applied cumulatively with one of the other penalties listed in the same sub-item, based on the seriousness of the violation and the parameters of reasonableness and proportionality to be observed in each case, ample defense and contradictory to the CONTRACTING, within a period of five (5) business days from the date of notification of the act, and ten (10) days, for the hypothesis of application of the declaration of disreputable.

21.3. The penalty of suspension of participating in bidding and contracting with the Administration and penalty of declaration of unfairness may also be applied to those who make false declarations or commit tax fraud and those who do not maintain their COMMERCIAL PROPOSAL.

21.4. The BIDDER who has committed illicit acts in order to frustrate the objectives of the bid or prove that he or she does not have the ability to contract with the GRANTING AUTHORITY because of unlawful acts performed shall be subject to the application of the penalties set forth in art. 87 of Federal Law No. 8,666/93, without prejudice to the execution of the GUARANTEE OF PROPOSAL, with support in art. 88 of Federal Law No. 8,666/93, guaranteeing the prior right to the adversary and the ample defense.

21.4.1. In the case of the previous subitem, if the infraction is typified in art. 5 of Federal Law No. 12.846/13, the GRANTING AUTHORITY shall communicate the fact to the General Comptroller of the Municipality preliminary to the initiation of the verification procedure, according to the content of art. 3, § 7, of Municipal Decree No. 55.107/14.

CHAPTER III – PROVISIONS OF THE CONTRACT

22. CONDITIONS PRECEDING THE SIGNATURE OF THE CONTRACT

22.1. For the signing of the CONTRACT, the CONTRACTING shall constitute a SPECIFIC PURPOSE COMPANY, under the terms of this NOTICE and the CONTRACT.

22.2. Within five (5) business days prior to the date scheduled for signing the CONTRACT, the CONTRACTING shall submit to the GRANTING AUTHORITY the documents proving to have constituted the SPC and paying the MINIMUM VALUE of the share capital under the CONTRACT, presenting the corresponding certificate issued by the Commercial Board of the State of São Paulo and registration in the National Registry of Legal Entities (Portuguese acronym: CNPJ), as well as the shareholding and management structure of the SPC.

22.3. In the event that the CONTRACTING, or the CONTRACTING CONSORTIUM company, is a company or foreign company, it must, within the same period stipulated in the previous sub-item, demonstrate that it has authorization for operation in the country or equivalent, and registration or authorization for operation issued by the competent body, when his activity so requires.

22.4. In the same period stipulated in sub-item 22.1, the CONTRACTING must prove to the GRANTING AUTHORITY:

- a) that provided the GUARANTEE OF EXECUTION OF THE CONTRACT;
- b) that reimbursed those responsible for the preparation of the studies of the amounts to be paid as compensation to the authors of the studies used due to Public Call Notice No. 01/2017 - SMDP, in the amount and for the addressees indicated in the Respective Special Evaluation Committee on the use of the contributions received;
- c) that paid the FIXED GRANT INSTALLMENT to the GRANTING AUTHORITY, in a current account and financial institution formally indicated by the GRANTING AUTHORITY;

- d) that does not have pending with the Municipal Information Register – Portuguese acronym: CADIN, under the terms of the Municipal Law No. 14.094, of December 6, 2005, that disciplines the inclusion in the CADIN;
- e) that the CONTRACTING has the tax and labor regularity documents required in this NOTICE, duly updated at the time of hiring; and
- f) that undertakes to assume the contracts in force in the concession area provided for in ANNEX IV – CONTRACTS AND COOPERATION TERMS IN FORCE IN THE AREA OF THE CONCESSION, upon presentation of the term provided for in ANNEX I - MODELS AND DECLARATIONS.

22.5. Within thirty (30) days of the DATE OF THE STARTING ORDER, the CONCESSIONAIRE shall also submit to the GRANTING AUTHORITY the plans set forth in ANNEX III – SET OF SPECIFICATIONS OF THE CONCESSIONAIRE.

22.5.1. The presentation of the plans described in the previous sub-item aims to demonstrate the strategy to be followed by the CONTRACTING in the fulfillment of the obligations under the CONTRACT.

22.5.2. The GRANTING AUTHORITY shall rule on the adequacy of the plans referred to in the previous subitems within ten (10) days of their receipt, without prejudice to the interaction with the CONTRACTING during its development.

22.5.3. During the period of analysis, the GRANTING AUTHORITY is also entitled to convene meetings for eventual clarifications and specific adjustments to mentioned plans.

22.5.4. The non-acceptability of the GRANTING AUTHORITY with respect to the plan (s) presented must be substantiated, indicating the items that require suitability, and for this purpose, additional time should be allowed to the CONTRACTING to make the corresponding adjustments, in a period never exceeding ten (10) days.

22.6. The omission of the CONTRACTING regarding the deadlines defined in this item, or failure to make the adjustments indicated in the previous sub-item, shall authorize the GRANTING AUTHORITY to call the BIDDER second in the contest, and so on, in accordance with the systematics of art. 64, § 2, of Federal Law No. 8.666/93, or the revocation of the BID, without prejudice to the application of penalties corresponding to the CONTRACTING.

22.7. The documents mentioned in the previous subitems must be presented in copies or in the original, with validity in force at the date of presentation.

22.8. Once all the conditions precedent have been fulfilled, the CONTRACT will be signed and the publication of its extract in the Official Gazette of the City of São Paulo, from which the GRANTING AUTHORITY may issue the STARTING ORDER.

23. CONTRACT

23.1. The CONTRACT shall comply with the terms of the draft contained in ANNEX II – DRAFT CONTRACT of this NOTICE.

23.2. The applicable legislation shall be that in force on the date of the acts or facts that may occur.

24. CONCESSIONAIRE

24.1. The CONCESSIONAIRE will be an SPC, constituted in the form of a joint-stock company, under the terms of the Brazilian laws, with the object of exploring the OBJECT and must also be headquartered in the Municipality of São Paulo.

24.2. The social status of the CONCESSIONAIRE must include a clause that prevent changes its corporate purpose without prior and express written consent of the GRANTING AUTHORITY.

24.3. The fiscal year of the CONCESSIONAIRE and the financial year of the CONTRACT will coincide with the calendar year.

24.4. The SPC shall comply with corporate governance standards and adopt accounting and standardized financial statements, in accordance with the accounting practices adopted in Brazil, based on Brazilian Corporate Law (Federal Law No. 6404/76 and subsequent amendments), on rules and regulations of the CVM and the Accounting Standards issued by the Conselho Fiscal de Contabilidade (Federal Accounting Council).

24.5. The CONCESSIONAIRE will be bound, throughout the term of the CONCESSION, to the provisions in the CONTRACT, in the NOTICE, in the documentation presented by it, especially the COMMERCIAL PROPOSAL, and the respective contractual documents, as well as municipal, state and federal legislation.

CHAPTER IV – FINAL PROVISIONS

25. FINAL PROVISIONS

- 25.1. The interested BIDDERS must be fully aware of the elements contained in this NOTICE, as well as of all the general and peculiar conditions of the OBJECT to be contracted, and may not invoke any lack of knowledge as an impediment to the formulation of its proposal or to the perfect fulfillment of the CONTRACT.
- 25.2. BIDDERS are responsible for the accuracy of the information and documents presented at any stage of this BID.
- 25.3. The GRANTING AUTHORITY may revoke or cancel this BID in accordance with art. 49 of Federal Law No. 8,666 of June 21, 1993.
- 25.4. The BIDDER shall bear all costs related to the preparation and presentation of its documentation and COMMERCIAL PROPOSAL, and the GRANTING AUTHORITY shall not be liable in any event for such costs, whatever the procedures followed in the BID or the results of this BID.
- 25.5. The deadlines established in days, in this NOTICE and its ANNEXES, will be counted in consecutive days, unless it is expressly made reference to business days, excluding the first day and including the last day.
- 25.6. Except as otherwise provided, the GRANTING COMPANY's business days only start and expire, the initial term and the end of which expire on the first business day thereafter, in cases where the date of beginning or maturity of the term coincides with a day when there is no file.
- 25.7. The omission cases will be resolved by the SPECIAL BIDDING COMMITTEE, which shall interpret the rules set forth in this NOTICE and base its decisions in accordance with current regulations and the principles governing Public Administration.

São Paulo (SP), May 11, 2018.