



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

ANNEX I - MODELS AND DECLARATIONS

MODELS AND DECLARATIONS

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A – TERMS AND MINIMUM CONDITIONS OF THE INSURANCE-GUARANTEE

1. Borrower: [BIDDER].
2. Insured: MUNICIPALITY OF SÃO PAULO
3. Object of Insurance (to be included in the Particular Conditions): guarantee indemnification to the Insured, in the amount of R \$ [●] ([●] reais – BRL), in the event that the Borrower complies with any of its obligations under the Law or the NOTICE, but not limited to, in the event of being called, in the condition of PROPONENT, to sign the CONTRACT and does not do so within the period established in the International Competition N°[●] or in accordance with the terms offered by it, or, further, in the event that the Borrower desist from the BID in International Competition N° [●], in accordance with the NOTICE and its ANNEXES, or in the event of fines being applied by the GRANTING AUTHORITY in the scope of the BID.
4. Instrument: Insurance-Guarantee policy issued by an insurer duly constituted and authorized to operate by the Superintendence of Private Insurance – Portuguese acronym: SUSEP, observing the terms of the normative acts of SUSEP and the conditions established in the NOTICE.
5. Value of the Guarantee: The Insurance-Guarantee policy shall provide for the indemnity 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*).
6. Term: the Insurance-Guarantee policy must have a minimum validity period of one hundred and eighty days (180) from the DATE OF DELIVERY OF THE PROPOSALS, renewable in the cases provided for in the NOTICE.
7. Additional Provisions: The Insurance-Guarantee Policy shall contain the following additional provisions, in the Particular Conditions:
 - i) Declaration of the Insurer that it knows and accepts all the terms and conditions of the NOTICE;

ii) Declaration of the Insurer that it will pay the amounts provided by herein within a maximum period of thirty (30) days, counted from the date of delivery of all documents related by the Insurer as necessary for the characterization and regulation of the claim.

Terms that have not been expressly defined in this ANNEX shall have the meanings assigned to them in the NOTICE.

B – BANK GUARANTEE MODEL

[place], date: [●] [●] of [●]

To The
MUNICIPALITY OF SÃO PAULO
Street [●]
São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

Letter of Bank Guarantee nº [●] (“Letter of Guarantee”)

1. By means of this Letter of Guarantee, the Bank [●], with registered office at [●], registered with the CNPJ/MF under nº [●] (“Guarantor Bank”), directly by it and its successors, in the presence of the GRANTING AUTHORITY, as joint guarantor of the PROPONENT [●], with registered office at [●], registered with the CNPJ/MF under nº [●] (“Secured”), with express waiver of the rights set forth in articles. 827, 835, 837, 838 and 839, all of Federal Law No. 10,406, of January 10, 2002 (“Brazilian Civil Code”), to the faithful fulfillment of all the obligations assumed by the Secured in the BID procedure described in the NOTICE, whose terms, provisions and conditions the Guarantor Bank expressly declares to know and accept.

2. The Guarantor Bank is required to pay to the GRANTING AUTHORITY the total amount of R\$ [●] ([●] *reais* – BRL)(“Guarantee”) in the event that the PROPONENT fails to comply with any of its obligations under the Law or the NOTICE, including, but not limited to, if it is requested to sign the CONCESSION CONTRACT not within the period established in the NOTICE and according to the conditions offered, or in case the PROPONENT come to withdraw from this BID , in accordance with the NOTICE.

3. The Guarantor Bank is also required, within the scope of the aforementioned amount, for the damages caused by the Secured, including, but not limited to, the fines applied by the GRANTING AUTHORITY related to the BID prescribed by the International Competition N° [●], committing to make the payments arising from such damages when they are required, within a

maximum period of forty eight (48) hours, counted from the receipt, by the Guarantor Bank, of the written notification sent by the GRANTING AUTHORITY, regardless of authorization or agreement of the Secured, or even of judicial order.

4. The Guarantor Bank shall not claim any objection or opposition from the Secured in order to excuse itself from the fulfillment of the obligation assumed before the GRANTING AUTHORITY, under the terms of this Letter of Guarantee.

5. In the event that the GRANTING AUTHORITY enters court to demand compliance with the obligation referred in this Letter of Guarantee, the Guarantor Bank is obliged to pay the arbitral, judicial or extrajudicial expenses.

6. The Guarantee will be valid for a minimum period of one hundred and eighty days (180), from the DATE OF DELIVERY OF THE PROPOSALS, renewable in the cases provided in the NOTICE.

7. Declares the Guarantor Bank that:

i) This Letter of Guarantee is properly accounted for, fully observing the regulations of the Central Bank of Brazil currently in force, in addition to complying with the provisions of the applicable Banking Law;

ii) The signatories of this instrument are authorized to provide the guarantee in their name and in their responsibility;

iii) It is authorized by the Central Bank of Brazil to issue letters of guarantee, and that the value of this Letter of Guarantee, in the amount of R \$ [*], is within the limits authorized by the Central Bank of Brazil.

8. The terms that have not been expressly defined in this Letter of Guarantee will have the meanings attributed to them in the NOTICE.

[signature of the legal representative (s), with recognized firm (s)]

Witness:

Name:

ID:

C – MODEL OF REQUEST FOR CLARIFICATIONS

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

Request for Clarifications

Dear Sirs,

[Citizen or company interested in the BID hereby submits the following request (s) for clarification concerning the International Competition NOTICE nº [●]:

Issue number	Item or Clause	Clarification Requested
1.	[Insert item of the Notice, clause of the Contract or item of the Annex to which the clarification refers].	[Write, clearly and objectively, the desired clarification in the form of a question].
2.	Insert item of the Notice, clause of the Contract or item of the Annex to which the clarification refers].	[Write, clearly and objectively, the desired clarification in the form of a question].
X.	Insert item of the Notice, clause of the Contract or item of the Annex to which the clarification refers].	[Write, clearly and objectively, the desired clarification in the form of a question].

Best Regards,

[Signature of Citizen / Interested]

Responsible for contact: [●]

Address: [●]

Phone: [●]



**PREFEITURA DE
SÃO PAULO**
VERDE E MEIO AMBIENTE

E-mail: [●]

D – MODEL OF LETTER OF PRESENTATION OF THE ENABLING DOCUMENTS

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

Enabling Documents

Dear Sirs,

1. The [BIDDER], (“BIDDER”), by its undersigned legal representative, hereby submits the ENABLING DOCUMENTS within the scope of the aforementioned contest, in accordance with the requirements set forth in the NOTICE.
2. The BIDDER expressly declares that it is fully aware of the terms of the NOTICE and that it accepts them in full.
3. The BIDDER expressly declares that it has met all the requirements and criteria for qualification and has submitted the ENABLING DOCUMENTS in accordance with the NOTICE.
4. The BIDDER further declares that the ENABLING DOCUMENTS presented herein are complete, true and correct in every detail.

[BIDDER]

[signature of the legal representative (s), with recognized firm (s)]

E – GENERAL DECLARATIONS

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

General Declarations

Dear Sirs,

In compliance with the aforementioned NOTICE, [PROPONENT], by its undersigned legal representative (s), declares, under the terms of the applicable legislation:

a) that if declared a CONTRACTING, it will constitute the SPC for the signing of the CONTRACT, according to the Brazilian laws, with headquarters and administration in Brazil, in the Municipality of São Paulo, State of São Paulo.

b) that the corporate object of the SPC to be constituted will be restricted to the execution of the OBJECT of the CONTRACT, which should be contemplated in its constitutive acts;

c) that it compromises to pay the minimum share capital of the SPC in accordance with the DRAFT CONTRACT attached to the NOTICE;

d) that it compromises to adopt, in the SPC, standards of corporate governance and accounting, and to prepare standardized financial statements, pursuant to art. 9, paragraph 3, of Federal Law No. 11,079 / 04, in accordance with accounting practices adopted in Brazil, based on Brazilian Corporate Law (Federal Law No. 6,404/76 and subsequent amendments) and the Accounting Standards issued by the Federal Accounting Council – Portuguese acronym: CFC; and

e) that the company will adopt internal mechanisms and procedures for integrity, auditing and incentive to report irregularities and the effective application of codes of ethics and conduct.

[only valid for CONSORTIUM case]

f) which accepts joint 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 liability will only cease, in case the CONSORTIUM has been the successful BIDDER, after the PUBLICATION DATE THE CONTRACT; and, in case the CONSORTIUM has not been the successful BIDDER, within thirty (30) days counted from the PUBLICATION DATE OF THE CONTRACT.

[only valid for CONSORTIUM case] CONSORTIUM data:

- a) name of the CONSORTIUM:
- b) composition of the CONSORTIUM, indicating the percentage of participation of each CONSORTIUM PARTNER in the capital of the future SPC:
- c) the purpose of the CONSORTIUM, which shall be compatible with this BID and with the OBJECT:
- d) indication of the leading company *[subject to the provisions of art. 33, paragraph 1, of Federal Law no. 8.666/93 - the documentation evidencing the status of representative, indicating the powers of representation provided for in the NOTICE must be presented]*:

[individual BIDDER or all CONSORTIUM PARTNERS]

[signature of the legal representative (s), with recognized firm (s)]

F- MODEL OF LETTER OF PRESENTATION OF THE COMMERCIAL PROPOSAL

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

Commercial Proposal

Dear Sirs,

1. In view of the International Competition Notice nº [●], we present our COMMERCIAL PROPOSAL for the execution of the OBJECT of the CONCESSION in reference.

2. We propose the total amount of R \$ [●] ([●] reais – BRL), as a sum value of FIXED GRANT INSTALLMENT, as defined in the NOTICE, on the base date of [●] [●] (DATE OF SUBMISSION OF PROPOSALS).

3. We expressly declare that:

i) We will keep this COMMERCIAL PROPOSAL for a period of one hundred and eighty (180) days, counted from the DATE OF DELIVERY OF THE PROPOSALS;

ii) We agree, completely and without any restriction, with the contracting conditions established in the NOTICE and its ANNEXES;

iii) We confirm that we have full knowledge of the AREA OF THE CONCESSION and of all the conditions for its proper execution;

iv) We assume, henceforth, the full responsibility for the realization of the engineering and construction project (s), as well as any and all services OBJECT OF THE CONCESSION, in accordance with the NOTICE, with the CONTRACT and its ANNEXES, as well as with the applicable legislation;

- v) THE COMMERCIAL PROPOSAL presented herein was prepared independently by the BIDDER, and its content was not, in whole or in part, directly or indirectly, informed, discussed or received from any other potential or in fact participant of the BID by any means or by any person;
- vi) The intention to present this COMMERCIAL PROPOSAL has not been informed, discussed or received from any other potential or in fact participant of the BID by any means or by any person;
- vii) We do not attempt, by any means or by any person, to influence the decision of any other potential participant or fact of the BID in order to participate or not of said contest;
- viii) The content of the COMMERCIAL PROPOSAL hereby presented shall not be, in whole or in part, directly or indirectly, communicated or discussed with any other potential participant or fact of the BID before the AWARD of the object of the CONCESSION;
- ix) The contents of the COMMERCIAL PROPOSAL presented herein were not, in whole or in part, directly or indirectly, informed, discussed or received from any member of the City Hall of São Paulo before the official opening of the COMMERCIAL PROPOSALS;
- x) We fully comply with all the obligations and requirements contained in the NOTICE.

[BIDDER]

[signature of the legal representative (s), with recognized firm (s)]

**G – MODEL OF DECLARATION OF REGULARITY TO ART. 7th, XXXIII, OF THE FEDERAL
CONSTITUTION**

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

Declaration of Regularity to Article 7, XXXIII, of the Federal Constitution

Dear Sirs,

The [BIDDER], enrolled with the CNPJ/MF under nº [●], by his/her legal representative, signed, Mr(s). [●], holder of ID nº [●] and of the CPF (Individual Taxpayer Registration Number) nº [●], **declares** that he/she does not employ less than eighteen (18) years in night work, dangerous or unhealthy and does not employ a minor of sixteen (16) years, being in regular situation before the Ministry of Labor, refers to compliance with the provisions of item XXXIII of art. 7 of the Federal Constitution.

Note: he/she employs a minor, from fourteen years of age, exclusively as an apprentice [___].

((Note: if yes, please tick the above exception)).

[BIDDER]

[signature of the legal representative (s), with recognized firm (s)]

**H – MODEL OF DECLARATION OF ABSENCE OF IMPEDIMENT FOR THE PARTICIPATION IN THE
BID**

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

Declaration of Absence of Impediment for the Participation in the BID

Dear Sirs,

In compliance with the aforementioned NOTICE, the [BIDDER], by its undersigned legal representative (s), declares, under the terms of the applicable legislation, that it is not prevented from participating in public bids, nor is it subject to any of the impediment facts contained in the NOTICE and current legislation.

[BIDDER]

[signature of the legal representative (s), with recognized firm (s)]

I – MODEL OF POWER OF ATTORNEY

By the present instrument of mandate, the [BIDDER], [qualification], hereinafter referred to as "Grantor", appoints and constitutes your very own attorney-in-fact Mr. (s). [●], [qualification], to practice the following acts in the Federative Republic of Brazil, in and out of court:

(a) To represent the Grantor before any governmental entities, departments or departments, open or closed companies and any governmental agencies, especially the Municipality of São Paulo, to establish and maintain agreements with the aforementioned public agencies, agencies or other entities, to sign minutes and documents, receive citation and notification of any nature, to request and promote consultations, to request certificates and other documents, to make decisions, to waive, to agree, to compromise and to perform the necessary acts during the conduct of the BID process disciplined in the BID prescribed by the NOTICE of the International Competition nº [●], including to forward documents, request information, lodge appeals and/or waive the right to lodge them;

(b) Assume commitments and/or obligations on behalf of the Grantor and in any way contract, make agreements, give and receive discharge on behalf of the Grantor;

(c) Representing the Grantor in the defense of his interests in court or administratively, at any instance and before any court or tribunal, including by hiring lawyers, with special powers to confess, compromise, withdraw, make agreements, give and receive discharge ;

(d) In its discretion, to substitute, in whole or in part, with the reservation of powers, any of the powers conferred herein, under such conditions as it may deem or appropriate.

This power of attorney has a validity period until the signing of the CONCESSION CONTRACT [optional: as long as this event occurs in up to [●] ([●]) month(s)].

[place], date [●] [●] of [●].

[BIDDER]

[signature of the legal representative (s), with recognized firm (s)]

**K - MODEL DECLARATION OF NON-REGISTRATION AND UNEMPLOYMENT OF DEBTS TO THE
TREASURY SECRETARIAT OF THE MUNICIPALITY OF SÃO PAULO**

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

**Declaration of non-registration and non-existence of debts to the Treasury Secretariat of the
Municipality of São Paulo**

The company [●] registered with the CNPJ under nº [●], through its legal representative, [●], holder of ID nº [●] and of the CPF (Individual Taxpayer Registration Number) nº [●], DECLARES, under penalties of the Law, which is not registered in the Taxpayers' Register of the Municipality of São Paulo (Cadastro de Contribuintes Mobiliários do Município de São Paulo), as well as that it does not have debts to the Treasury of this Municipality.

[signature of the legal representative (s), with recognized firm (s)]

**L - MODEL OF DECLARATION IN THE CASE OF CERTIFICATION (S) ISSUED ON BEHALF OF A
CONTROLLED COMPANY, PARENT COMPANY OR ENTITY (S) SUBJECT TO THE SAME CONTROL**

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION n° [●]

**Declaration in the case of certifications issued in behalf of a controlled company, parent
company or entity (s) subject to the same control**

The company [●] registered with the CNPJ under item [●] n° [●], through its legal representative, [●], holder of ID n° [●] and of the CPF (Individual Taxpayer Registration Number) n° [●], DECLARES that the certificate presented for the purpose of complying with the item [●] of the NOTICE of International Competition n° [●] was issued in the name of a COMPANY, PARENT COMPANY or entity (s) subject to the same CONTROL, the company [●] enrolled with the CNPJ under n°. [●], according to the organizational chart below:

[present the organization chart of the economic group and respective corporate relations, demonstrating, through other documents deemed necessary, effectively the connection between the companies]

[signature of the legal representative (s), with recognized firm (s)]

**M - TERM OF LIABILITY RELATING TO THE IMPLEMENTATION OF THE CONTRACTS IN FORCE IN
THE CONCESSION AREA**

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

Street [●]

São Paulo/SP

Ref.: INTERNATIONAL COMPETITION nº [●]

Term of liability relating to the implementation of the contracts in force in the concession area

The CONTROLLING declares, under the penalties of the applicable legislation, to be aware of the conclusion, by the MUNICIPALITY OF SÃO PAULO, of the contracts listed in ANNEX IV – CONTRACTS AND COOPERATION TERMS IN FORCE IN THE AREA OF THE CONCESSION, according to the attached contracts.

The CONCESSIONAIRE shall be responsible, as from the DATE OF START OF THE CONTRACT, to:

- a) assume all rights and obligations corresponding to the contractual position of the MUNICIPALITY OF SÃO PAULO in the aforementioned contracts, performing its obligations with the characteristics and quality levels contracted, or terminating them, according to the respective contractual terms;
- b) assume responsibility for any administrative or judicial claims, in relation to the Municipality of São Paulo, related to the object of the aforementioned contracts, provided that they are based on events occurring after the DATE OF THE STRATING ORDER;

- c) receive the amounts corresponding of the aforementioned contracts, except if they have already been perceived by the GRANTING AUTHORITY - in which case they will already comprise the COMMERCIAL PROPOSAL; and
- d) To notify all the individuals and legal entities that form part of the listed contracts, indicating the subrogation of the GRANTING AUTHORITY'S contractual position to the CONCESSIONAIRE.

N - MODEL OF DECLARATION OF VIABILIZATION OF PROFESSIONAL(S) PARTICIPATION IN THE PERMANENT FRAMEWORK OF THE SPC

[present a declaration for each related professional]

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

[Address]

Ref.: INTERNATIONAL COMPETITION nº [●]

Declaration of viabilization of professional(s) participation in the permanent framework of the SPC

The company [●] registered with the CNPJ under nº [●], through its legal representative, [●], holder of ID nº [●] and of the CPF (Individual Taxpayer Registration Number) nº [●], DECLARES that, being the successful in the BID process, it will enable the participation of the following professionals in the permanent staff of the SPC, related to the certificate (s) submitted for the purposes of complying with the NOTICE of the International Competition Law nº [●]:

1. [Name of professional, ID nº [●] and registered with the CPF (Individual Taxpayer Registration Number) nº [●], indication of the certificate to which it refers];

X. [Name of professional, ID nº [●] and registered with the CPF (Individual Taxpayer Registration Number) nº [●], indication of the certificate to which it refers].

The proof of the viability of the professional's participation in the permanent staff of the SPC will be through (i) the presentation of the certified copy of the Work Contract, the notes of Work and Social Security Card - Portuguese acronym: CTPS, accompanied by the respective Registration Form employees, under the terms of the Consolidation of Labor Laws – Portuguese acronym: CLT, when the related professional (s) are (are) the employee (s) of the BIDDER; (ii) certified copy of the or the social contract or bylaws, when the related professional (s) is (are)

the director (s) of the BIDDER; (iv) copy of the service agreement in force on the DATE OF DELIVERY OF THE PROPOSALS, when the related professional (s) are self-employed; or (v) draft of the service contract between the BIDDER and the related professional (s), in the cases not contemplated in the previous sub-items.

[signature of the legal representative (s), with recognized firm (s)]

**O – MODEL DECLARATION OF CONTRACTING COMMITMENT BETWEEN THE HOLDER (S) OF THE
CERTIFICATION AND THE FUTURE SPC**

[present a declaration for each legal person compromising the engagement with the future SPC]

[place], date: [●] [●] of [●]

To the

SPECIAL BIDDING COMMISSION

MUNICIPALITY OF SÃO PAULO

[Address]

Ref.: INTERNATIONAL COMPETITION n° [●]

**Declaration of commitment of contracting between the holder(s) of the certification with the
future SPC**

The company [●] (“BIDDER”), with registered office at [●], registered with the CNPJ under n° [●], through its legal representative, [●], holder of the ID n° [●] and registered on the CPF (Individual Taxpayer Registration Number) n° [●], and the company [●], with registered office at [●], registered with the CNPJ under n° [●], through its legal representative, [●], holder of the ID n° [●] and registered on the CPF (Individual Taxpayer Registration Number) n° [●], referred to in the certificate (s) presented by the BIDDER in the scope of International Competition n° [●], for the purpose of complying with the NOTICE, DECLARE that they compromise that the company [●] firm contract with the future SPC to be constituted, to perform services in the scope of the implementation of the concession contract for administration, maintenance, conservation, commercial exploitation and requalification of the Princesa Isabel bus station and its ASSOCIATED ENTERPRISES, and improvement works in the PERIMETER OF SCOPE, in case the BIDDER succeeds in the contest.

The company [●] may be replaced under the CONTRACT terms.

[signature of the legal representative(s) of the BIDDER, with recognized firm (s)]