

*[This is a reference-only version. The Portuguese versions of the documentation shall prevail.
It is noted that the draft contract and its annexes remain in Portuguese]*

PUBLIC TENDER NOTICE SES No. 001/2025

**ADMINISTRATIVE CONCESSION OF NON-ASSISTANCE SERVICES OF THE MATO
GROSSO DO SUL REGIONAL HOSPITAL – HRMS**

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Part I – Preamble

The State of Mato Grosso do Sul, through the State Health Secretariat (SES), hereby announces SES, hereby announces a public tender, in the form of a competitive bidding process, for the selection of the most advantageous proposal for the conclusion of a Public-Private Partnership Contract, in the form of an Administrative Concession, for the provision of Non-Assistance Services, preceded by the completion of Construction Works and Investments for the construction of a New Building and renovation of the Existing Building of the Mato Grosso do Sul Regional Hospital – HRMS, with the acquisition and installation of Medical-Hospital Equipment, Clinical Furniture, and Furniture, as well as the acquisition and supply of Hospital Supplies to the Hospital Complex, under the terms and conditions established in this Notice, based on the criterion of the lowest Maximum Public Consideration to be paid by the Granting Authority.

The bidding process will be governed by the rules set forth in this Notice and its Annexes, by Federal Laws No. 11,079/2004 and No. 8,987/1995, State Laws No. 5,829/2022 and No. 5,830/2022, and, subsidiarily, Federal Law No. 14,133/2021, and other applicable regulations on the matter.

The Notice, the draft Public-Private Partnership Contract, and other Annexes were available for Public Consultation from April 15, 2025, to June 1, 2025, through notices published in the Official Gazette of the State of Mato Grosso do Sul - DOE No. 11,821, dated May 7, 2025, page 124, and No. 11,835, dated May 22, 2025, page 159, as well as on the EPE website (www.epe.segov.ms.gov.br).

A Public Hearing was held on May 21, 2025, as per the notice published in the Official Gazette of the State of Mato Grosso do Sul – DOE No. 11,821, dated May 7, 2025, page 124, in compliance with the terms of art. 21, of Federal Law No. 14,133/2021, art. 10, item IV, of Federal Law No. 11,079/2004, and art. 17 of State Law No. 5,829/2022.

The Bid Notice for this Bid was published in the Official Gazette of the State of Mato Grosso do Sul – DOE No. [--], dated [--] of [--] of [--], page [--], and in the widely circulated national newspaper [--].

The Notice, its Annexes, as well as all information, studies, and projects available on the Concession may be obtained through the EPE (www.epe.segov.ms.gov.br) and PNCP (<https://www.gov.br/pncp/pt-br>), pursuant to Article 54 of Federal Law No. 14,133/2021.

The Delivery Date for Envelopes 1 and 2 will be December 1, 2025. Bidders must submit the documentation at the headquarters of B3 S.A. – Brasil, Bolsa, Balcão, at Rua XV de Novembro, No. 275, Centro, São Paulo, SP, from 10:00 a.m. to 12:00 p.m.

The public session for opening Envelopes 2, containing the bidders' financial proposals, and subsequent evaluation will be held on December 4, 2025, at 2:00 p.m., at the headquarters of B3.

Envelope 3 of the highest-ranked Bidder in the judging phase must be delivered to B3 headquarters on December 11, 2025, from 2:00 p.m. to 4:00 p.m.

All times established in this Notice refer to Brasília time. For the practice of in-person acts in the territory of the State of Mato Grosso do Sul, interested parties must observe the local time zone.

Part II – Definitions

The following terms, whenever written with the first letters in uppercase, in the singular or plural, shall have the meaning transcribed below, unless the context clearly indicates a different meaning:

Accredited Participants: distribution or brokerage company, qualified under Brazilian law and authorized to operate on B3 and contracted by the Bidder to represent it in all acts related to the Bid with B3.

Accredited Representative: person authorized to represent each Bidder in all acts and documents related to the Bid, except for acts performed with B3 that are exclusive to Accredited Participants.

Adjudicatee: Successful Bidder in the bidding process in whose favor the object of the Bid was awarded.

Affiliate: a company subject to the significant influence of another company. Significant influence exists when the power to participate in the financial or operational policy decisions of the investee is held or exercised, without controlling it. Significant influence is presumed when 20% (twenty percent) or more of the voting capital of the investee is held, without controlling it.

Ancillary Revenues: alternative, complementary, ancillary, or associated project revenues, with or without exclusivity, with a view to favoring the payment of the Effective Public Consideration, subject to the terms and conditions set forth in the Contract.

Annex: each of the documents attached to the Notice.

Assistance Services: services that comprise comprehensive care for Users, provided at the Hospital Complex by a multidisciplinary team of doctors, nurses, psychologists, social workers, pharmacists, and other health professionals considered necessary for health promotion, prevention, diagnosis, treatment, and rehabilitation.

B3: B3 S.A. – Brasil, Bolsa, Balcão, located in the Municipality of São Paulo, State of São Paulo, which advises the Special Bidding Commission, including in the management of Bid Bonds and in conducting the Public Session for opening Envelopes 2 and judging the Economic Bids of the Bidders.

Base Date: base date of the Notice and the Contract and their respective Annexes, corresponding to September 2024.

Bid Bond: guarantee to be provided by Bidders in order to ensure compliance with the obligations assumed as a result of their participation in the Bid, in accordance with the terms set forth in the Bid Notice.

Bidder: any legal entity, investment fund, supplementary pension entity, or consortium participating in the bidding process.

Bidding: SES Competition No. 001/2025, whose object is the Public-Private Partnership, in the form of an Administrative Concession, to provide the provision of Non-Assistance Services, preceded by the completion of Works and Investments for the construction of a New Building and renovation of the Existing Building of the Mato Grosso do Sul Regional Hospital – HRMS, with the acquisition and installation of Medical-Hospital Equipment, Clinical Furniture and Furniture, as well as the acquisition and supply of Hospital Supplies to the Hospital Complex.

Clinical Furniture: furniture used to support Healthcare Services, which aims to contribute to the well-being of the User and their companion, and to the efficiency of tasks performed by healthcare professionals.

Concession Area: area subject to delegation under the Contract, the perimeter of which is described in Annex 1 of the Contract.

Concession Term: thirty (30) years from the date of signing the Public Asset Transfer Term.

Concession: Public-Private Partnership, in the form of an Administrative Concession, for the provision of Non-Assistance Services, preceded by the completion of Works and Investments for the construction of the New Building and renovation of the Existing Building of the Mato Grosso do Sul Regional Hospital – HRMS, with the acquisition and installation of Medical-Hospital Equipment, Clinical Furniture and Furniture, as well as the acquisition and supply of Hospital Supplies to the Hospital Complex.

Concessionaire: Special Purpose Entity – SPE formed by the Adjudicatee, to which the Granting Authority grants the object of the Contract.

Consortium: Bidder formed by a group of interested parties, jointly and severally liable for the fulfillment of the obligations arising from this Bid.

Contract Publication Date: date of publication of the Contract extract in the DOE and the full text of the signed Contract on the PNCP website (<https://www.gov.br/pncp/pt-br>).

Contract: legal instrument that will govern the Concession, to be entered into between the State of Mato Grosso do Sul, through SES, and the Concessionaire, a draft of which is included in Annex VII of this Notice.

Contribution Account: current account held by the Granting Authority, to be opened with the Depositary Agent, with exclusive movement by the latter, whose purpose is to maintain the resources necessary for the payment of the Resource Contribution installments, in accordance with the Contract and Annex 10 of the Contract.

Contribution of Funds: amount to be paid by the Granting Authority to the Concessionaire for the fulfillment of the Disbursement Events during the Investment Period, under the terms of the Contract and Annex 10 of the Contract.

Control: the power held by a person or group of persons bound by a voting agreement or under common control to, individually or jointly: (i) permanently exercise, in whole or in part, rights that ensure them a majority of votes in corporate decisions and elect the majority of directors or

managers of another legal entity, fund, or supplementary pension entity, as applicable; and/or (ii) effectively direct the activities and guide the operation of bodies of another legal entity, fund, or supplementary pension entity.

Controlled Company: any legal entity or investment fund whose Control is exercised by another person or investment fund, understood as the company in which the Controlling Company, directly or through other controlled companies, holds shareholder rights that permanently ensure its preponderance in corporate decisions and the power to elect the majority of the Controlled Company's administrators, pursuant to Article 243, §2, of Federal Law No. 6,404/1976.

Controlling Company: any person or investment fund that exercises Control over another person or investment fund.

Date of Delivery of Envelopes 1 and 2: December 1, 2025, from 10:00 a.m. to 12:00 p.m., the date and period designated in this Notice for Bidders to deliver Envelopes 1 and 2 to the Special Bidding Committee at the B3 headquarters. It should be noted that Envelope 3 will only be delivered by the highest-ranked Bidder, in accordance with the terms of the Notice.

Depository Agent: financial institution with no corporate relationship with the Concessionaire or the Granting Authority, remunerated by the Concessionaire for the provision of services related to the maintenance and movement of the Contribution Account, the Linked Account, and the Guarantee Account, under the terms of Annex 6 of the Contract.

DOE: Official Gazette of the State of Mato Grosso do Sul.

Economic Proposal (see Maximum Public Consideration): proposal offered by the Bidder containing the discount amount on Installments A and B of the Maximum Public Consideration.

Estimated Contract Value: net present value of the sum of the Maximum Public Considerations due by the Granting Authority to the Concessionaire during the Concession Term, under the terms of the Contract and its Annexes.

Existing Building: set of buildings in operation on the Contract Publication Date, including the new radiotherapy unit under construction by the competent authorities, in which the Concessionaire will provide Non-Assistance Services after the completion of the Works and Investments for the renovation, with the acquisition and installation of Medical-Hospital Equipment, Clinical Furniture, and Furniture, as well as the acquisition and supply of Hospital Supplies to the Hospital Complex.

Furniture: set of items and furniture intended for use and decoration of the Hospital Complex that are not considered Medical-Hospital Equipment or Clinical Furniture.

Granting Authority: the State of Mato Grosso do Sul, through SES.

Guarantee Account: current account held by the Granting Authority, to be opened with the Depository Agent, with exclusive access by the latter, whose purpose is to maintain the funds

necessary for the Granting Authority's Guarantee, especially with regard to the Minimum Balance, as provided for in the Contract.

Hospital Complex: a complex comprising the Existing Building and the New HRMS Building, located within the perimeter of the Concession Area described in Annex 1 of the Contract, for which the Concessionaire will be responsible for executing the object of the Contract for the Term of the Concession.

Hospital Supplies: materials, medicines, and other hospital supplies to be purchased and supplied by the Concessionaire to the Hospital Complex under the terms of the Contract and Annex 11 of the Contract.

HRMS: Mato Grosso do Sul Regional Hospital.

Independent Verifier: a private legal entity hired by the Concessionaire, under the terms of the Contract and Annex 4 of the Contract, to monitor and assess the performance of the Contract services, assist the Granting Authority in monitoring and evaluating the works and services provided by the Concessionaire, among other duties provided for by law and the Contract, and which is able to act with complete impartiality and independence vis-à-vis the Parties, whose hiring is regulated by Annex IV of the Contract, State Decree No. 15,355/2020, and AGEMS Ordinance No. 175/2020.

Intermediation Agreement between the Bidder and the Accredited Participant: legal instrument signed between the Bidder and each Accredited Participant to represent it in all acts related to the Bid with B3.

IPCA/IPCA-IBGE: Broad National Consumer Price Index, published by the IBGE – Brazilian Institute of Geography and Statistics, used to adjust the Parties' financial obligations, in accordance with the rules established in the Contract, or another that may replace it in the event of its termination.

Linked Account: a current account held by the State Partnership Guarantee Fund (FEGAP) or the Mato Grosso do Sul Special Health Fund (FESA), to be opened with the financial agent, with exclusive access by the latter, to which the linked funds will be allocated, the purpose of which is to pay the monthly public consideration, and to compose and replenish the minimum balance in the guarantee account, when necessary.

Maximum Public Consideration: monthly remuneration due by the Granting Authority to the Concessionaire for the implementation of infrastructure (Installment A), the provision of Non-Assistance Services (Installment B), considering the value of the Economic Proposal of the Winning Bidder, and the acquisition and supply of Hospital Supplies (Installment C), under the terms of the Contract.

Medical and Hospital Equipment: all medical and healthcare support equipment, including technologies associated with monitoring, life support, diagnostic intervention, therapy, or a highly complex process necessary for the care of Users.

New Building: buildings in which the Concessionaire will provide Non- y Care Services, after

the completion of Construction and Investments for the construction, with the acquisition and installation of Medical-Hospital Equipment, Clinical Furniture, and Furniture, in accordance with the guidelines set forth in the Annexes to the Contract.

Non-Assistance Services: hospital engineering, water and sewage, energy, gases and medicine, janitorial services, clinical engineering, hospital logistics, waste management, hospitality, cleaning, maintenance and gardening, pest control, orderlies, nutrition and dietetics, reception, security and concierge, information and communication technology, among others, to be developed by the Concessionaire in the Hospital Complex, under the terms of Annex 2 of the Contract.

Notice: this call for bids and all its Annexes.

Performance Guarantee: guarantee of faithful compliance with the obligations of the Contract, to be maintained by the Concessionaire in favor of the Granting Authority, in the amounts and under the terms defined in the Contract.

Performance Indicators: set of parameters, measuring the quality of the execution of the object of the Contract, which will contribute to determining the amount to be paid by the Granting Authority to the Concessionaire, under the terms of the Contract and its Annexes.

PNCP: National Public Procurement Portal referred to in Article 54 of Federal Law No. 14,133/2021.

PREVIC: National Superintendence of Complementary Pensions.

Procedures Manual: manual containing details of B3 procedures, included in Annex VI.

Public Asset Delivery Term: document to be signed by the Parties to the Contract that formalizes the transfer of direct ownership and control rights over the Concession Area and over buildings or building areas of the Hospital Complex, allowing the Concessionaire to begin its management, also corresponding to the initial term of the Concession Term, under the terms of the Contract.

Public Session: formal act to be held at B3 headquarters, on the date, time, and location specified in the Notice for the opening and classification of Economic Proposals.

Qualification Documents: set of documents that must be filed by the Bidders with the Special Bidding Commission, intended to prove that, on the Date of Delivery of Envelope 3, they meet the conditions of Legal Qualification, Tax and Labor Compliance, Economic-Financial Qualification, and Technical Qualification, as well as to submit the additional statements required under the terms of this Notice.

Restricted Funds: amounts allocated to the Restricted Account and the Guarantee Account, to be used as provided for in the Contract.

SES: Mato Grosso do Sul State Health Secretariat.

Session Director: B3 representative who will conduct the Public Session for opening Envelopes 2 and judging the Bidders' Economic Proposals, on behalf of the Special Bidding Committee, in accordance with the Notice;

SPE (see Concessionaire): Special Purpose Entity, to be established by the Adjudicatee, for the sole purpose of operating the Concession and which will enter into the Contract with the Granting Authority.

Special Bidding Committee: a committee of public officials appointed by the Government of the State of Mato Grosso do Sul, on a special basis, with the function of receiving, examining, and judging documents related to the bidding and auxiliary procedures of the Bidding.

Subcontracted Company: legal entity to be subcontracted to perform part of the object of the Contract, which has provided experience in the scope of the Bid for technical qualification purposes, and whose hiring must be formalized as a condition for signing the Contract, observing the rules of the Contract for possible replacement.

SUSEP: Superintendence of Private Insurance, a federal agency created by Decree-Law No. 73 of November 21, 1966, responsible for the authorization, control, and supervision of the insurance, open supplementary pension, capitalization, and reinsurance markets in Brazil.

Technical Visits: visits made by interested parties to accessible areas of the Hospital Complex, intended to verify *in loco* the conditions, nature, and measurement of the buildings, furniture, equipment, and materials that comprise the object of the Concession and that will be assumed by the Adjudicatee.

Winning Bidder: Bidder declared the winner for having submitted the highest-ranked Economic Proposal in the evaluation phase and met all the conditions of the Notice in the qualification phase, which was awarded the object of the Bid.

Works and Investments: activities related to the construction of the New Building and renovation of the Existing Building of the Hospital Complex, as described in Annex 3 of the Contract.

Part III – Appendices

The following appendices form an integral part of this Notice:

1. Annex I: Sample Letters and Statements

- I.a. Sample Request for Clarification
- I.b. Model Bank Guarantee
- I.c. Sample Letter of Presentation of Bid Bond
- I.d. Template for Preliminary Declaration for Bid Bond
- I.e. Sample Letter of Presentation of Qualification Documents
- I.f. Template for Declaration for Foreign Legal Entity Bidders
- I.g. Power of Attorney Template
- I.h. Sample Formal Declaration Regarding Compliance with Tiebreaker Criteria
- I.i. Model Declaration of Participation in Technical Visit
- I.j. Sample Declaration of Knowledge of Information and Conditions of the Service Provision Location

2. Annex II: Minimum Terms and Conditions of Insurance Guarantee

3. Annex III: Qualification Documents

4. Annex IV: Model Letter of Presentation of the Economic Proposal

5. Annex V: Model Ratification of the Economic Proposal

6. Annex VI: B3 Procedures Manual

7. Annex VII: Contract Draft

Part IV – Applicable Legislation

The Bid and its object shall be governed, notably, by the following laws and acts:

1. Federal Constitution, in particular Article 37, item XXI, Article 175, and Articles 196 and 198;
2. Federal Law No. 11,079, of December 30, 2004;
3. Federal Law No. 8,987, of February 13, 1995;
4. Federal Law No. 9,074, of July 7, 1995;
5. Federal Law No. 14,133, of April 1, 2021;
6. State Law No. 5,829, dated March 9, 2022;
7. State Law No. 5,830, dated March 9, 2022;
8. State Decree No. 16,021, dated September 19, 2022;
9. Federal Complementary Law No. 101, dated May 4, 2000;
10. Conditions set forth in this Notice and its Annexes; and
11. Other applicable constitutional, legal, and regulatory provisions.

Part V – Purpose

1. Purpose of Public Notice

- 1.1. The purpose of this Notice is to select the most advantageous proposal for the contracting of a Public-Private Partnership, in the form of an Administrative Concession, for the provision of Non-Assistance Services, preceded by the completion of Works and Investments for the construction of a New Building and renovation of the Existing Building of the Mato Grosso do Sul Regional Hospital – HRMS, with the acquisition and installation of Medical-Hospital Equipment, Clinical Furniture and Furniture, as well as the acquisition and supply of Hospital Supplies to the Mato Grosso do Sul Regional Hospital Complex.
 - 1.1.1. The Concession Term will be thirty (30) years, counted from the date of signature of the Public Asset Delivery Term.
 - 1.1.2. The Mato Grosso do Sul Regional Hospital (HRMS) is administered by the Mato Grosso do Sul Health Services Foundation (FUNSAU) under a management contract with the State Health Secretariat, pursuant to State Law No. 2,153/2000.
 - 1.1.3. The Mato Grosso do Sul Regional Hospital - HRMS provides access to hospital services exclusively through regulation, based on the principle of hierarchical organization of the network, according to the level of complexity and care needs of each patient, under the terms of the Regional Action Plan for the Urgent and Emergency Care Network, approved by Resolution No. 63/CIB/SES/MS, published in the Electronic Official Gazette No. 9,937 of July 8, 2019.
 - 1.1.4. The specification of the object contained in item 1.1 is described in the Contract and its Annexes.
- 1.2. The execution of the services covered by the Bid must comply with all provisions, deadlines, and technical guidelines contained in this Notice, the Contract, and its Annexes.
- 1.3. The Concession covered by the Bid presupposes the adequate provision of services, considered to be those that satisfy the conditions of regularity, efficiency, safety, timeliness, generality, courtesy, equity, continuity, and modesty of public consideration, in accordance with the Contract.

Part VI – Notice and Information on the Bidding Process

2. Access to the Notice and Information

- 2.1. The Notice, its Annexes, as well as the information, studies, and projects related to the subject matter of the Bid will be available on the EPE (www.epe.segov.ms.gov.br) and PNCP (<https://www.gov.br/pncp/pt-br>), pursuant to Article 54 of Federal Law No. 14,133/2021.
- 2.2. The information, research, investigations, spreadsheets, studies, surveys, projects, and other documents or data related to the subject matter of the Bid, carried out and obtained for the exclusive purpose of reference for the Concession, are not binding or have any effect from the point of view of the Granting Authority's responsibility to the Bidders or to the future Concessionaire, except as provided for in the Contract.
- 2.3. Interested parties are responsible for reviewing all instructions, conditions, requirements, laws, technical standards, specifications, regulations, and all decrees applicable to the Bid and the Concession, as well as for directly analyzing the conditions of the Bid object and all data and information about the Concession.
- 2.4. Bidders shall bear the costs and expenses incurred in conducting studies, investigations, surveys, projects, and investments related to the Bid or the contracting process and may not subsequently impute or allege them as grounds for requesting economic and financial rebalancing of the Contract.
- 2.5. Participation in the Bid implies full and unconditional acceptance of all the terms, provisions, and conditions of the Notice and its Annexes, the Draft Contract and its respective Annexes, as well as the other rules applicable to the Bid.
- 2.6. In case of conflict, the terms, provisions, and conditions of the Notice prevail over the provisions of the Annexes.

3. Request for Clarification

- 3.1. Interested parties may submit requests for clarification regarding the Notice to the Special Bidding Committee up to three (3) business days prior to the Delivery Date for Envelopes 1 and 2, by sending an email to the EPE email address (epe@segov.ms.gov.br), containing the file with the questions asked, in "pdf" and editable "doc" format, according to the model in Annex I (Model I.a), within the deadline set out in the schedule in item 17.
 - 3.1.1. The Special Bidding Committee will not respond to questions that have been formulated in non-compliance with the provisions of item 3.1 .
- 3.2. Requests for clarification must be made in writing, duly signed by the respective legal representative or attorney, addressed to the Special Bidding Committee.
- 3.3. The Special Bidding Committee will confirm receipt of the request for clarification with

an automatic email response, which will serve as proof of receipt.

- 3.3.1. Failure to receive proof of receipt, for technical reasons or due to service unavailability, shall not give rise to any obligation on the part of the Special Bidding Committee, and the interested party must resubmit the request for clarification.
- 3.4. Requests for clarification will be considered delivered on the date of receipt by the recipient, except if, on the final date of the deadline established in this Notice, delivery occurs after 11:59 p.m., Brasília time, on the respective day.
 - 3.4.1. Requests for clarification sent after the time specified in item 3.4 above will be considered delivered, for all purposes, including for the verification of timeliness, on the next business day.
- 3.5. The Special Bidding Committee will make the responses to requests for clarification available to all Bidders on the EPE website (www.epe.segov.gov.br) on the date specified in the schedule in item 17 .
- 3.6. If no requests for clarification regarding the Bid are made, or after responses to such requests have been provided, it will be assumed that the information provided in the Notice and its Annexes is sufficiently clear.
- 3.7. The Special Bidding Committee may introduce additions, modifications, or revisions to the Bidding documents, in which case it will disclose them in the same manner as the original text, reopening the deadline initially established for the submission of documentation, except when the change does not compromise the formulation of the Economic Proposals.

4. Challenges to the Notice

- 4.1. Any citizen is entitled to challenge the Notice, and must file the challenge within three (3) business days prior to the Delivery Date of Envelopes 1 and 2. This can be done by email to epe@segov.ms.gov.br , addressed to the chair of the Special Bidding Committee, in accordance with the schedule set out in item 17. .
- 4.2. Any interested party who fails to do so within the period specified in item 4.1 above will forfeit their right to challenge the Notice.
- 4.3. The challenge must be made in writing, duly signed by the respective legal representative or attorney, and accompanied by:
 - I. A copy of the identity document of the signatory, when the signatory is a natural person; or
 - II. Proof of the signatory's legal representation powers, when submitted by a legal entity.
- 4.3.1. In both cases, the email address and telephone number for contact must be

indicated.

- 4.4. Challenges to the Notice must be addressed to the Chairman of the Special Bidding Committee and delivered within the period mentioned in item 4.1 , in accordance with legal conditions.
- 4.5. Challenges will be considered as filed on the date of receipt by the recipient, with a deadline of 11:59 p.m., Brasília time, considering the electronic protocol at the email address specified in this Notice.
- 4.6. The Special Bidding Committee shall disclose its response to the challenge within three (3) business days, limited to the last business day prior to the Date of Delivery of Envelopes 1 and 2 by the Bidders.
- 4.7. The responses to requests for clarification and decisions on challenges shall be binding on all Bidders and shall become part of this Notice.
- 4.8. The decision of the Special Bidding Committee in favor of the challenge will only change the Delivery Date for Envelopes 1 and 2 when the change made to the Notice unequivocally affects the conditions for offering the Bid Bond, preparing the Financial Bid, and/or submitting the required Qualification Documents, in which case the Notice will be republished, as established in Federal Law No. 14,133/2021.

5. Technical Visits

- 5.1. The technical visit is optional, and interested parties must schedule it by sending an email to EPE (epe@segov.ms.gov.br) at least five (5) days prior to the date on which they intend to conduct the visit, in accordance with the provisions of item 5.2 below.
- 5.2. The deadline for technical visits is the fifth (5th) business day prior to the Delivery Date for Envelopes 1 and 2.
- 5.3. The Mato Grosso do Sul Health Services Foundation (FUNSAU) will issue the Technical Visit Participation Statement, contained in Annex I (Model I.i), which will be an integral part of Envelope 1.
- 5.4. If Bidder deems Technical Visits unnecessary, it shall be aware of the conditions and locations for the provision of services and shall issue and attach to Envelope 1 a statement in accordance with the model in Annex I (Model I.j).

6. Special Bidding Committee

- 6.1. The Bid will be judged by the Special Bidding Committee, which is responsible for conducting the necessary work to carry out the Bid with the support of B3.
- 6.2. The Special Bidding Committee may request information from any agencies and entities involved in this Bidding Process, as well as from all members of the State Public Administration.

- 6.3. In addition to the prerogatives that implicitly derive from its legal function, the Special Bidding Committee may:
- I. Request clarification from Bidders at any time regarding the documents they have submitted, as well as adopt criteria for correcting formal errors during the Bid, prohibiting the subsequent inclusion of documents that should have been originally included in the documents submitted by Bidders, subject to the exceptions provided for in Federal Law No. 14,133/2021;
 - II. Promote diligence aimed at clarifying and requesting additional information to clarify, confirm the authenticity of the information contained in the documents, or to supplement the bidding instructions, subject to the terms of Article 64 of Federal Law No. 14,133/2021;
 - a. The Special Bidding Commission may take steps with those responsible for issuing statements, certificates, and/or any documents submitted by the Bidders to verify whether the set of information and documents required under this Notice effectively demonstrate the Bidder's ability to perform the object of the Bid.
 - III. Extend the deadlines set forth in the Notice in the event of public interest, unforeseeable circumstances, or force majeure, without the Bidders being entitled to compensation or reimbursement of costs and expenses of any kind, subject to prior approval by the Granting Authority.
- 6.4. Refusal to provide clarifications and documents or to comply with the requirements requested by the Special Bidding Commission, within the deadlines determined by it and in accordance with the terms of this Notice, may result in the disqualification or ineligibility of the Bidder with the consequent execution of the Bid Bond.
- 6.5. To enhance the competitiveness of the bidding process, formal errors, deficiencies, or inaccuracies contained in the Bid Bond, in the Economic Proposal, and/or in the Qualification Documents that do not compromise the assessment of the Bidder's qualification and/or the understanding of the content of its Economic Proposal will not result in its disqualification or ineligibility.
- 6.5.1. Without prejudice to the provisions of item 6.5 above, in order to respect the equality between Bidders, the submission of documentation by the Bidder in an Envelope other than that indicated in the terms of this Notice will result in preclusion regarding the analysis of the content contained in the Envelope opened at a later stage of the Bid than that in which it should have been submitted, leading to its disqualification or ineligibility from the Bid, as the case may be.
- 6.6. Throughout the Bidding process, B3 and the Inter-American Development Bank may assist the Special Bidding Committee to the extent that their assistance is requested and within the limits of their specific technical advisory and specialized support activities.

7. Contract Value and Judgment Criteria – Lowest Public Consideration

- 7.1. The Estimated Contract Value is R\$ 2,480,070,724.99 (two billion, four hundred and eighty million, seven hundred and twenty-four reais and ninety-nine centavos), on the Base Date, corresponding to the present value of the sum of the Maximum Public Considerations owed by the Granting Authority to the Concessionaire during the Concession Term, under the terms of the Contract and its Annexes.
- 7.1.1. The Estimated Contract Value is for reference purposes only and may not be invoked by Bidders for any purpose, nor by any of the parties to the Contract as a basis for recomposing the economic and financial balance of the Contract, or for any other purpose that involves the use of the Estimated Contract Value as a parameter for indemnities, reimbursements, and the like.
- 7.2. The Concession will receive a Contribution of Funds in the amount of R\$ 370,000,000.00 (three hundred and seventy million reais) on the Base Date, to be disbursed by the Granting Authority in the manner set forth in the Contract and in Annex 10 of the Contract.
- 7.3. The selection criterion for this Bid will be the lowest Maximum Public Consideration, pursuant to Article 12, item II, subitem “a” of Federal Law No. 11,079/2004, subject to the conditions established in the Notice and its Annexes.

Part VII – Bid Regulation

8. Conditions for Participation

- 8.1. Brazilian or foreign legal entities that meet the terms of this Notice may participate in the Bid, either individually or in a Consortium.
- 8.2. For the purposes of this Notice, closed or open supplementary pension entities, financial institutions, foundations, investment funds, and companies engaged in financial investment activities will be allowed to participate in the Bid.
- 8.3. In the case of a consortium of interested parties, the following rules must be observed, without prejudice to other rules in the Notice:
- I. There is no limit to the number of consortium members, and interested parties may organize themselves in the best way to participate in the Bid, provided that the rules of the law and this Notice are observed;
 - II. Consortia formed exclusively by foreign bidders are permitted to participate;
 - III. Each consortium member must individually meet the legal, tax, and labor requirements contained in Annex III;
 - IV. The Consortium must comply with the rules for economic and financial qualification set forth in Annex III, and may provide the Bid Bond individually,

jointly, or through the Consortium itself. In any case, the Consortium, its members, and the proportion of their respective shares must be specified.

- V. The technical qualification requirements must be met by the Consortium, through its members, in accordance with Annex III;
 - VI. The disqualification of any consortium member will result in the automatic disqualification of the Consortium;
 - VII. Consortium members, their subsidiaries, parent companies, or companies under common control shall not be allowed to participate in more than one Consortium, even if they have different stakes or members, or individually, pursuant to Article 15, item IV, of Federal Law No. 14,133/2021;
 - VIII. If a company participates in a Consortium, it will be prevented from participating individually in the Bid;
 - IX. The inclusion, replacement, withdrawal, or exclusion of consortium members will not be permitted until the Contract is signed;
 - X. Consortium members must enter into and submit for the Bid, under the terms of this Notice, the relevant Term of Commitment for the Constitution of the Consortium and the Constitution of the SPE; and
 - XI. The Term of Commitment for the Constitution of the Consortium and the Constitution of the SPE must provide that the joint and several liability of the consortium members will remain, for the purposes of the obligations assumed under the Bid:
 - a. If the Consortium was the highest ranked Bidder, until the minimum share capital of the Concessionaire is paid up, as provided for in the Contract; and
 - b. If the Consortium was not the highest ranked Bidder, until the object is awarded to the Successful Bidder.
 - XII. In the case of a Consortium, the lead consortium member must hold at least 50% (fifty percent) participation in the proposing Consortium in the Bid.
- 8.4. All documents containing amounts expressed in foreign currency shall have their values converted into national currency (Brazilian Real), using the exchange rate (PTAX) for sale published by the Central Bank of Brazil on the day immediately preceding the Delivery Date of Envelopes 1 and 2.
- 8.5. The interested parties mentioned in items 8.1 and 8.2 who have been:
- I. Declared unfit to bid or contract with the Federal, State, Federal District, and Municipal Public Administrations;
 - II. Prevented or suspended from participating in bids or contracting with the direct

and indirect Public Administration of the State of Mato Grosso do Sul;

- III. Under intervention by PREVIC;
 - IV. Have been convicted, by final judgment, to the penalty of disqualification from rights due to the practice of environmental crimes, as regulated in art. 10 of Federal Law No. 9,605/1998;
 - V. In which, in any capacity, directly or indirectly, participates a person who is, or has been in the last six (6) months from the date of publication of the Notice, an officer, manager, civil servant, employee, appointee, partner, or member of its technical staff, of the Granting Authority or its public companies, mixed-capital companies, foundations, or autonomous agencies;
 - VI. That is in the process of bankruptcy, self-bankruptcy, judicial or extrajudicial reorganization, judicial or extrajudicial liquidation, insolvency, temporary special administration, or intervention, unless it has a judicial reorganization plan approved by the court and demonstrates, in the qualification phase, its economic viability;
 - VII. Under the direct or indirect control of the same group of individuals or legal entities participating in the Bid, unless they are part of the same Consortium;
 - VIII. Sentenced to temporary disqualification from rights for committing a crime;
 - IX. Those convicted by competition authorities, based on Article 38, item II, of Federal Law No. 12,529/2011;
 - X. Those constituted in the form of cooperative societies;
 - XI. Included in the registries referred to in Articles 22 and 23 of Federal Law No. 12,486/2013;
 - XII. Contracted by the Inter-American Development Bank as consulting firms to prepare the studies that served as the basis for structuring this Bid; and
 - XIII. That have, themselves, their subsidiaries, affiliates, or parent companies, a concession or public-private partnership contract with a declared expiration date by means of a final and unappealable decision, decreed in the last three (3) years.
- 8.6. If the Bidder is a foreign legal entity, the following rules must be observed, without prejudice to others contained in the Notice:
- I. Foreign companies or entities that do not operate in Brazil must comply, as far as possible, with the requirements of the Qualification Documents, by presenting equivalent documents, authenticated by the Consulate General of Brazil in the country of origin and translated by a sworn translator, and must have legal representation in Brazil, with express powers to receive summons and respond

administratively and judicially.

- a. Foreign companies from signatory states to the Convention on the Elimination of the Requirement for Legalization of Foreign Public Documents, promulgated in Brazil by Federal Decree No. 8,660/2016, may replace the need for authentication by the consulate referred to in item 8.6, subsection I, by affixing the apostille referred to in Articles 3 and 4 of the aforementioned Convention, and the documentation and the respective apostille must be translated by a sworn translator.
 - b. Bidders shall be exempt from presenting a certified translation of the documentation in cases where the documents, even if drafted abroad, have been produced in Portuguese, even if in a two-column format, with another language alongside.
- II. Foreign legal entities bidding in the tender must submit a declaration in accordance with the model in Annex I (Model I.f), certifying the correlation between the legal administrative documents and their validity, normally required in tenders in Brazil, and the corresponding documents in the country of origin.
 - III. Equivalent qualification documents must be submitted in a manner that allows for analysis of their validity and enforceability;
 - IV. In the event that there are no documents equivalent to those requested in the Notice or no agency(ies) in the country of origin to authenticate them, the Bidder must submit a statement informing this fact, in accordance with the model in Annex I (Model I.f).
 - a. If any of the documents required for participation in the Bid fall under the provisions of this item IV, the statement in Annex I (Model I.f) must be supplemented by the corresponding statement of non-existence of enforceable tax and labor debts.
 - V. Foreign legal entities participating in the bidding process shall be civilly, administratively, and criminally liable for the accuracy of the above statements.
 - VI. A legal representative legally accredited and domiciled in Brazil, with express powers, by means of a public or private power of attorney, to receive summons and respond administratively and judicially in Brazil, as well as to represent it in all phases of the process, shall be considered the legal representative of foreign legal entity bidders, conditions that must be expressly indicated in their legal qualification documents.
 - a. The power of attorney must be issued in the official language of the country of origin of the foreign legal entity Bidder, duly apostilled, if it comes from a company based in a signatory state to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in

Brazil by Federal Decree No. 8,660/2016, or consularization, in accordance with the provisions of item 8.6, subitem I, required, in both forms, a certified translation, including the apostille, and registered with the Registry of Deeds and Documents.

- 8.7. In accordance with the provisions of item 8.6, subsection VI, subparagraph "a," which deals with the power of attorney to the legal representative of the foreign legal entity Bidder in Brazil, specifically for the purposes of participating in the Bid, the registration of the certified translation of the Bidder's other foreign documents, including the apostille, at the Registry of Deeds and Documents is waived.
- 8.8. If the Successful Bidder is a Consortium, it must also arrange, prior to the execution of the Contract, for the incorporation of the SPE, as provided for in this Notice, observing the same shareholdings in the SPE's capital stock as those contained in the Term of Commitment for the Incorporation of the Consortium and the Incorporation of the SPE.

9. Representation

- 9.1. Bidders must be represented in the Bid by Accredited Representatives and Accredited Participants, duly constituted and equipped with sufficient powers to do so.
- 9.2. If the Bid extends beyond the period provided for in the instruments establishing the powers, Bidders must ensure that the respective documents are updated before the Special Bidding Commission, under penalty of no longer being duly represented in the Bid.
- 9.3. The documents granting powers to Accredited Representatives and Accredited Participants may be signed using electronic tools, in accordance with the ICP-Brasil key system, under the terms of Provisional Measure No. 2,200-2/2001, as well as the other rules prescribed in item 12.15.2, and must contain documentary evidence for signature verification (*link*, *QR Code*, etc.).

10. Accredited Representatives

- 10.1. Accredited Representatives shall be responsible for performing all acts carried out by Accredited Bidders before the Special Bidding Commission, as well as signing all statements and documents necessary for participation in the bidding process, including the Intermediation Agreement between the Accredited Participant and the Bidder.
- 10.2. The Bidder may submit documents signed by legal or appointed representatives who are not accredited, provided that they are accompanied by documentation proving the powers of the respective signatory.
- 10.3. Each Accredited Representative may only represent a single Bidder.
- 10.4. Each Bidder may appoint up to two (2) Accredited Representatives.

- 10.5. The granting of powers of representation to Accredited Representatives shall be done by submitting the following documents in Envelope 1:
- I. For Brazilian or foreign Bidders headquartered in Brazil:
 - a. In the case of representation of the Bidder by a statutory representative or representative appointed in its articles of association, upon presentation of the articles of association, bylaws, election minutes, or documents proving the powers of representation of the legal representatives, if applicable, the presentation of a simplified certificate from the Commercial Registry of the Bidder's headquarters or a brief report certificate issued by the registry of legal entities or competent body is permitted;
 - b. In the case of representation of the Bidder by an attorney-in-fact, upon presentation of the power of attorney proving the powers to perform, on behalf of the Bidder, all acts related to the Bid and to receive notifications, in accordance with the model power of attorney contained in Annex I (Model I.g.);
 - II. In the case of a Consortium, in addition to the Term of Commitment for the Constitution of the Consortium and the Constitution of the SPE:
 - a. Power of attorney granting powers of representation to the Accredited Representative, which must be granted by all consortium members, and may be granted only by the leader of the Consortium, if it has the power to do so, using the model in Annex I (Model I.g.);
 - b. Documents proving the powers of the signatories of each of the Consortium Members who sign the Term of Commitment for the Constitution of the Consortium and the Constitution of the SPE and the act of appointment of the Accredited Representative, for which purpose the following may be used: articles of incorporation, election minutes, or a simplified certificate issued by the Commercial Registry of the consortium members' headquarters, or a brief report certificate issued by the legal entity registry or competent body;
 - c. The power of attorney provided for in item 10.5, subsection II, subparagraph "a," shall be waived if the Term of Commitment for the Constitution of the Consortium and Constitution of the SPE already provides for a clause appointing the Accredited Representative(s), provided that it is accompanied by the documents proving the powers mentioned in item 10.5, subsection II, subparagraph "b".
- 10.6. Accredited Representatives shall not be allowed to intervene or perform acts during the Public Session that are the responsibility of Accredited Participants.
- 10.7. The prohibition mentioned in item 10.6 above does not prevent the Bidder from participating in the Bid.

- 10.8. At any time during the bidding process, the Bidder may appoint or replace its Accredited Representative(s) by submitting the documents listed in item 10.

11. Accredited Participants

- 11.1. Accredited Participants shall represent Bidders in the performance of acts carried out with B3, in particular in the delivery of all Envelopes and in the acts of the Public Session reserved for Accredited Participants.
- 11.2. Each Accredited Participant may only represent a single Bidder, and each Bidder may only be represented and participate in the Bid through a single Accredited Participant.
- 11.3. The Intermediation Agreement between the Accredited Participant and the Proponent must contain the minimum content specified in Annex VI and must be included in its original or copy in Envelope 1, accompanied by the corporate act, power of attorney, and/or other documents proving the powers of the signatories of both parties, with the presentation of documents proving the powers of the Accredited Participant's representative being dispensable if they have powers registered/updated in the B3 system, in accordance with the provisions of Annex VI.
- 11.4. In the case of a Consortium, a contract may be signed between all Consortium Members and the Accredited Participant, or individual contracts between each consortium member and the Accredited Participant, or even a contract between the leader, on behalf of the Consortium, provided that it has the powers to do so.

12. Form of Presentation of Documentation

- 12.1. In acts performed with B3 in the Public Bidding Sessions, Bidders shall be represented by Accredited Participants, whose powers shall be verified via the B3 system or by means of documents proving their powers of representation, pursuant to Annex VI.
- 12.2. The documentation must be submitted in three (3) sealed, opaque envelopes, the so-called " " which must contain the information specified in item 12.3 and following.
- 12.3. The three (3) envelopes shall contain, respectively, on the first page, the following information:

ENVELOPE 1 – BID BOND

BID NOTICE SES No. 001/2025 – ADMINISTRATIVE CONCESSION OF HRMS

SPECIAL BIDDING COMMISSION

COMMERCIAL NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER

NAME OF THE ACCREDITED PARTICIPANT, AS WELL AS THE NAME, TELEPHONE NUMBER, AND E-MAIL ADDRESS OF ITS MEMBER RESPONSIBLE FOR THE BID

ENVELOPE 2 – ECONOMIC PROPOSAL

BID NOTICE SES No. 001/2025 – ADMINISTRATIVE CONCESSION OF HRMS

SPECIAL BIDDING COMMISSION

COMPANY NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER

NAME OF THE ACCREDITED PARTICIPANT, AS WELL AS THE NAME, TELEPHONE NUMBER, AND E-MAIL ADDRESS OF ITS MEMBER RESPONSIBLE FOR THE BID

ENVELOPE 3 – QUALIFICATION DOCUMENTS

BID NOTICE SES No. 001/2025 – ADMINISTRATIVE CONCESSION OF THE HRMS

SPECIAL BIDDING COMMISSION

COMPANY NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER

NAME OF THE ACCREDITED PARTICIPANT, AS WELL AS THE NAME, TELEPHONE NUMBER, AND E-MAIL ADDRESS OF ITS MEMBER RESPONSIBLE FOR THE COMPETITION

12.4. Each of the Bid Bond Envelopes, Economic Bid Envelopes, and Qualification Documents must be submitted:

- I. In two (2) identical physical copies, bound separately, identified with the subtitles "1st copy" and "2nd copy" with the documentation contained in the first copy to be submitted in its original format, while a simple copy may be submitted for the second copy, allowing for the legal prerogatives of a lawyer's declaration of authenticity under the terms of item IV of art. 12 of Federal Law No. 14,133/2021;
- II. One (1) simple copy of the documentation on magnetic media (*USB flash drive*) with identical content in non-editable PDF format, preferably with OCR reading enabled, and the *USB flash drive* must be labeled with the name of the Bidder, the Notice number, and a description of the Envelope to which it refers; and
- III. For the purposes of the Bid Bond, the respective bond document must be submitted, necessarily, in its original form in the first copy of Envelope 1, non- , and the submission of a certified copy will be accepted. In the case of a Bid Bond provided through insurance, its format with digital certification will be accepted.

12.5. Each of the copies contained in Envelopes 1, 2, and 3 must:

- I. Have all pages numbered sequentially, including the backs (if they have content), separator pages, catalogs, drawings, or similar items, if any, regardless of whether there is more than one notebook, from the first to the last sheet, so that the numbering on the last page of the last notebook reflects the total number of pages in all volumes, with no amendments, erasures, or reservations permitted;
- II. Begin with a cover letter and end with a closing statement, indicating the number of pages in the copy, including the closing statement page, which must also be numbered, duly dated, and signed by its issuers;
- III. Have an index of documents and their respective pages, correlated with the items determined in this Notice for the documentation to be submitted to the Special

Bidding Commission;

- IV. Be bound, with more than one volume being used if necessary due to the quantity or format of the documents in the copy;
 - V. Not contain amendments, erasures, or reservations;
 - VI. The content of each *USB flash drive* must reflect only the content of the respective envelope; and
 - VII. If it contains files that are not relevant to the contents of the corresponding envelope, these files will be disregarded by the Special Bidding Committee.
- 12.6. All documents and certificates submitted by Bidders must be submitted within their respective validity periods, in accordance with the provisions set forth in this Notice.
- 12.6.1. For certificates delivered without an express expiration date, a period of ninety (90) days from their date of issue shall be considered, subject to the provisions set forth in this Notice.
 - 12.6.2. For purposes of validity and regularity, the Date of Delivery of Envelopes 1 and 2 shall be considered for the respective documents, and the Date of Delivery of Envelope 3 shall be considered for the documents contained in Envelope 3.
- 12.7. The documents must be submitted in Brazilian Portuguese, in their original form or as certified copies, or through publications in the official press, in addition to complying with the formats listed in Article 12, item IV, of Federal Law No. 14,133/2021.
- 12.7.1. Documents obtained from the internet do not require authentication by a competent notary, provided that they have been issued by official websites and that the document contains the website where the authenticity of the information can be verified by the Special Bidding Commission.
- 12.8. Foreign documents presented in another language must be certified by a notary public in the country of origin, by the Consulate General of Brazil in the country of origin and accompanied by the respective translation into Portuguese by a sworn translator registered with any of the Brazilian Commercial Registries, in accordance with the provisions of Federal Decree No. 8,660/2016, as applicable. Powers of attorney of foreign origin must follow this procedure and be accompanied by the respective certified translations.
- 12.8.1. In accordance with the prerogative that interested parties from the signatory states of the Hague Convention, promulgated in Brazil by Federal Decree No. 8,660/2016, may replace the authentication mentioned in item 12.8 above with the apostille referred to in Articles 3 and 4 of the aforementioned Convention, which must then also be translated into Brazilian Portuguese by a sworn translator registered with any of the Brazilian Commercial Registries.

- 12.8.2. The Special Bidding Commission will always consider the text of the certified translation submitted as documentation from other jurisdictions.
- 12.9. In the event of any discrepancy between the information presented in physical and electronic form, the information provided in physical form shall prevail.
- 12.10. In the event of a discrepancy between numbers and their written form, the written form shall prevail.
- 12.11. The document templates included in the Annexes to this Notice are for reference purposes only, indicating the minimum content that must be adopted by Bidders, and their use is recommended solely for standardization purposes.
- 12.12. Documentation submitted after the agreed date and time will not be considered, nor will bids that do not comply with the provisions of this Notice.
- 12.13. The documentation must be prepared in accordance with the conditions set forth in this Notice and its Annexes.
- 12.14. Notarization of signatures will only be required for documents expressly specified in this Notice.
- 12.15. Digital signatures will be accepted on the declarations and other documents referred to in this Notice, including the Economic Proposal and Proposal Guarantee, provided that the digital signature is made using a digital certificate that has the attributes of authenticity, integrity, reliability, and non-repudiation, made available by and within the parameters of the Public Key Infrastructure – ICP Brasil, in accordance with art. 10, §1, of Provisional Measure No. 2,200-2/2001.
- 12.15.1. The document presented with an electronic signature must contain means capable of verifying its authenticity, including, but not limited to, *QR Codes* and codes for validation on website links expressly indicated in the document in question.
- 12.15.2. The Bidder may include the digitally native document on a *USB flash drive* attached to the respective Envelope, in cases where the document does not indicate the means of verifying its authenticity as referred to in item 12.15.1.
- 12.16. Bidders shall bear all costs related to the preparation and presentation of the Bid Bond Envelopes, the Financial Bid, and the Qualification Documents, and the Granting Authority shall not be responsible, under any circumstances, for such costs, regardless of the procedures followed in the Bid and/or its results.

13. Bid Bond (Envelope 1)

- 13.1. The Bid Bond, submitted in accordance with Annex I (Model I.c), shall be included in Envelope 1 and shall be submitted in local currency (Brazilian Real - BRL) in the amount of R\$ 24,800,707.25 (twenty-four million, eight hundred thousand, seven hundred and seven reais and twenty-five centavos), on the Base Date, corresponding to 1% (one

percent) of the Estimated Contract Value.

- 13.2. The Bid Bond must be provided in any of the forms provided for in the Law and in the Notice, with the Special Health Fund, managed by the Mato Grosso do Sul State Health Secretariat - SES, registered with the CNPJ: 03.517.102/0001-77, as the beneficiary, in accordance with the provisions of this Notice.
 - 13.2.1. After the Delivery Date of Envelopes 1 and 2, the Bid Bond may only be modified or replaced with the express prior consent of the Special Bidding Committee, at the time of its renewal or to recompose its economic value and conditions of feasibility.
- 13.3. The Bid Bond shall have a minimum term of 180 (one hundred and eighty) days from the Date of Delivery of Envelopes 1 and 2, and the Bidder shall ensure that it remains valid until the Contract is signed.
- 13.4. The Bid Bond may be presented in one of the forms provided for in Article 96 of Federal Law No. 14,133/2021, namely:
 - I. Cash deposit or book-entry public debt securities;
 - II. Insurance guarantee;
 - III. Bank guarantee issued by a bank or financial institution duly authorized to operate in the country by the Central Bank of Brazil; and
 - IV. Capitalization bond funded by a single payment, redeemable for the total amount.
- 13.5. Bidders must comply with the following conditions when offering the Bid Bond, in accordance with the guidelines indicated in Annex VI.
 - 13.5.1. The Bid Bond submitted in the form of a bank guarantee or insurance guarantee must follow, respectively, the model in Annex I (Model I.b) and Annex II, have its value expressed in Brazilian Reais, and be signed by the administrators of the issuing company, as well as proof of the respective powers of representation only if the issuer's registration is out of date at B3, as provided for in Annex VI.
 - 13.5.2. If the Bidder participates individually, the Bid Bond must be submitted in its own name.
 - 13.5.3. If the Bidder participates in a Consortium, the Bid Bond must be submitted:
 - I. In a single instrument that has one or more consortium members as the borrower, and must expressly indicate the name of the Consortium and all consortium members with their respective percentage shares, regardless of whether the Bid Bond was provided by one or more consortium members; or,
 - II. Segregated into separate instruments, each issued by a consortium member, regardless of their percentage share in the Consortium, provided

that the guarantees added together reach the amount required in item 16.1.

13.5.3.1. In both cases described in item 13.5.3, subsections I and II, above:

- I. The Bid Bond shall ensure the Consortium's liability, and any instrument that only guarantees the participation of consortium members is prohibited;
- II. The name of the Consortium, the corporate names of all consortium members and their respective CNPJ numbers, as well as the indication of the participation percentages must be included in the Bid Bond, especially in cases of Insurance Guarantee and Bank Guarantee;
- III. Bid bonds that use the Consortium's corporate name and respective CNPJ as the borrower/guarantor/holder/depositary will not be accepted. One or more members of the Consortium that have legal personality must necessarily appear as the borrower/guarantor/holder/depositary.
- IV. In the event of joint submission of the Bid Bond, each consortium member may individually choose one of the types of guarantee permitted in this Notice, without prejudice to the choice of a different type by the other consortium members.

13.5.4. In the event that the Bid Bond is provided in the form of public debt securities, the Bidder(s) holding their own portfolio of federal government securities shall contribute the Bid Bond by transferring these securities in the Special Settlement and Custody System (SELIC) to the account maintained by B3 in the system. Only Fixed-Rate Treasury Securities (National Treasury Bills – LTN), SELIC Treasury Bills (Letras Financeiras do Tesouro – LFT), IGPM+ Treasury Bills with Semi-annual Interest (National Treasury Notes – series C – NTN-C) or Fixed-rate Treasury Bills with Semi-annual Interest (National Treasury Notes – series F – NTN-F), which must be issued in book-entry form, through registration in a centralized settlement and custody system authorized by the Central Bank of Brazil.

13.5.4.1. Government securities will be valued daily at their economic value, as defined by the Ministry of Finance and calculated by B3.

13.5.4.2. The blocking of securities as collateral shall be carried out in accordance with the operating procedures set forth in Annex VI.

13.5.5. If the Bid Bond is presented in the form of a capitalization bond, it must be funded by a single payment, redeemable for the total amount, in accordance with Federal Law No. 14,133/2021, as amended by Federal Law No. 14,770/2023, and with the current conditions stipulated by SUSEP, and must comply with the following requirements:

- I. The issuing Capitalization Company must be duly incorporated and authorized to operate by SUSEP, and may not be under fiscal management, intervention, or extrajudicial liquidation;
 - II. The security(ies) must indicate the Bidder as the holder, in accordance with the rules of this Notice applicable to Consortiums;
 - III. The security(ies) must indicate the Granting Authority as the assignee and the total redemption value at the minimum amount corresponding to that indicated in item 13.1 ;
 - IV. The security(ies) issued electronically with digital certification must be verifiable for authenticity on the website of the issuing Capitalization Company and/or SUSEP; and
 - V. The physically issued capitalization securities must bear the signatures of the legal representatives of the issuing Capitalization Company, with notarized signatures.
- 13.5.6. In the event of presentation of the Bid Bond in local currency, the Bidder must provide a bank guarantee, which must be deposited in a current account indicated by the Granting Authority, upon request by the Bidder via email to epe@segov.ms.gov.br , and the original deposit slip must be included in Envelope 1.
- 13.5.6.1. In the case of a guarantee provided in the form of a deposit in local currency, the respective amount must be deposited into a bank account indicated by the Granting Authority, upon request by the Bidder via email to epe@segov.ms.gov.br , and the original deposit receipt must be included inside Envelope 1.
- 13.5.7. Only funds and securities available in the respective accounts on the Date of Delivery of Envelopes 1 and 2 will be accepted.
- 13.5.7.1. In the case of bank guarantees, those issued by banks that:
- I. Are not classified between the first and second tiers, i.e., between "A" and "B," on the long-term *rating* scale of at least one of the risk rating agencies, *Fitch Ratings*, *Moody's*, or *Standard & Poor's*;
 - II. Are authorized by the Central Bank of Brazil to issue Letters of Guarantee;
 - III. Are authorized to operate in Brazil, according to Brazilian law and the financial sector's own regulations;
 - IV. Comply with the National Monetary Council's restrictions on debt limits and risk diversification; and

- V. Have an EMVIA system in place to verify the authenticity of the letter of guarantee by B3.
- 13.5.8. In the case of investment funds, the Bid Bond must be provided by the fund's administrator or manager, in accordance with applicable regulations, and must contain the name of the fund and its administrator and/or manager, as applicable.
- 13.6. In cases where the Bid Bond is formalized through documents, such instruments shall not include exclusions of liability beyond those provided for in the legislation in force, including SUSEP regulations, which prevent enforcement by the Granting Authority in the cases provided for in this Notice.
- 13.7. Within fifteen (15) days prior to its expiration, the Bidder shall arrange, at its own expense, for the renewal of its Bid Bond, under penalty of being prevented from extending the validity of its Economic Proposal and, consequently, being disqualified.
- 13.7.1. If the renewal occurs after one (1) year from the Date of Delivery of Envelopes 1 and 2, the value of the Bid Bond shall be adjusted by the IPCA until the month immediately preceding its renewal.
- 13.7.2. Bidders who fail to prove the renewal of the Bid Bond within the period set forth in item 13.7 will be notified by the Special Bidding Commission to do so within five (5) days of receiving the notification, under penalty of being disqualified from the Bid.
- 13.7.3. The Bid Bond may be renewed by presenting a new valid and current guarantee instrument or by a maintenance instrument, such as an endorsement, in the case of insurance guarantee, or an addendum, in the case of a bank guarantee.
- 13.8. The Bid Bond will be returned to the Bidders within ten (10) business days, counted from the Contract Publication Date or the date on which the Bid is declared unsuccessful, pursuant to the provisions of Article 58, §2, of Federal Law No. 14,133/2021.
- 13.9. If the Bidder incurs any of the following circumstances, it will be subject to a penalty corresponding to the full amount of the Bid Bond, which will be enforced:
- I. If the Bidder withdraws its Economic Proposal during its period of validity;
 - II. If the Winning Bidder is declared ineligible after the respective administrative process has been exhausted and serious misconduct or fraud on the part of the winning Bidder is found;
 - III. If the Bidder fails to comply with any of its obligations under the law or this Notice, including refusal to sign the Contract, if it is the Winning Bidder;
 - IV. If the Winning Bidder does not meet the requirements for signing the Contract, as set forth in items 19.1 and 19.2 .

- 13.10. No changes may be made to the terms and conditions of the Bid Bond submitted, except to remedy errors in the processing, pursuant to item 13.11 below.
- 13.11. Without prejudice to the provisions of item 6.5 , Bidders who do not submit the Bid Bond under the conditions established in this Notice may be prevented from participating in the Bid, and their Envelopes 2 and 3 will not be opened, without prejudice to the right to file an appeal in accordance with the Notice and the prerogative of the Special Bidding Commission .
- 13.12. The Special Bidding Committee will analyze the regularity and effectiveness of the Bid Bonds submitted by the Bidders.
- 13.13. If the value of the Bid Bond is insufficient to cover the penalties and/or indemnities imposed under the terms of this Notice, the Bidder will be obliged to pay the remaining amounts within the same period indicated for payment of the penalty or indemnity imposed on it.
- 13.14. Bidders must also submit, in Envelope 1:
- I. Preliminary Statement signed by the legal representatives stating that (i) they are aware of all the requirements set forth in the Notice, (ii) they have no impediment to participating in the Bid, and (iii) they meet all the qualification requirements, as per the model in Annex I (Model I.e);
 - II. Intermediation Agreement between the Bidder and the Accredited Participant, as per the model in Annex VI;
 - III. Copy of the Term of Commitment for the Constitution of a Consortium and Special Purpose Entity, for the purpose of proving the conditions of representation and issuance of the Bid Bond, under the terms of the Notice;
 - IV. Formal statement regarding compliance with the prerogatives relating to the tiebreaker criteria, as per the model in Annex I (Model I.h).

14. B3 Support

- 14.1. Bidders must comply with the provisions of Annex VI when submitting the Bid Bond.
- 14.2. The blocking of public debt securities as collateral must be carried out in accordance with the operating procedures set forth in Annex VI.
- 14.3. The Bidder shall be exempt from presenting:
- I. Documents in Envelope 1, when the Bid Bond is submitted by means of public debt securities, provided that the valuation can be performed digitally through an official custody system;
 - II. Documents proving the powers of representation of the signatories of the insurance guarantees and bank guarantees, when the issuer of the instrument has

an updated registration as a guarantor with B3.

15. Economic Proposal (Envelope 2)

15.1. The Economic Proposal must comply with the model in Annex IV, be submitted in the form of item 15.2 , inside Envelope 2, and comply with the conditions described below.

15.2. The Economic Proposal shall be formalized by the sum of Installments A and B of the Maximum Public Consideration, presented in Brazilian reais (R\$), on the Base Date.

15.3. The maximum amount to be offered shall be R\$ 20,396,511.65 (twenty million, three hundred and ninety-six thousand, five hundred and eleven reais and sixty-five centavos) on the Base Date, relating to the sum of Parts A and B of the Maximum Public Consideration, and any Economic Proposal that exceeds this limit shall be disqualified.

15.3.1. When preparing their respective Economic Proposals, Bidders shall not consider the value of Part C of the Maximum Public Consideration, and any Economic Proposal that does so will be disqualified.

15.4. Bidders should be aware that the Economic Proposal submitted:

- I. Is irrevocable, irreversible, and unconditional;
- II. May not exceed the maximum sum of Portions A and B for the Maximum Public Consideration indicated in this Notice, under penalty of disqualification;
- III. It shall consider (a) the physical and legal conditions of the Concession Area, including the buildings, furniture, equipment, and materials that comprise the object of the Concession and that will be assumed by the Concessionaire; and (b) all charges, investments, costs, expenses, and taxes necessary for the execution of the object of the Contract, subject to the conditions and rules established in the Contract and its Annexes;
- IV. It shall consider the revenues from the Maximum Public Consideration, including, but not limited to, deductions from the Maximum Monthly Consideration due to non-compliance with the Performance Indicators provided for in the Contract and its Annexes;
- V. It shall consider the estimated revenues and expenses related to the acquisition and supply of Hospital Supplies, as provided for in the Contract and in Annex 11 of the Contract;
- VI. The possibility of exploiting Ancillary Revenues;
- VII. It shall consider that the Term of the Concession is thirty (30) years, counted from the date of signature of the Public Asset Delivery Term;
- VIII. It shall consider all obligations, responsibilities, and risks assumed by the Concessionaire during the Concession Term, as provided for in the Contract;

- IX. The Contribution of Funds by the Granting Authority should be considered;
 - X. It should consider that all planned investments will be fully depreciated and amortized during the Concession Term;
 - XI. It shall consider the payment of the minimum share capital of the SPE, under the terms of the Contract;
 - XII. It shall consider own resources to be contributed to the SPE, in addition to the payment of the minimum share capital;
 - XIII. It shall consider the short- and long-term financing to be contracted by the Concessionaire, if applicable, considering the main characteristics of the transaction(s), such as interest rates, currency, grace and amortization periods, maturities, commissions, and guarantees;
 - XIV. It shall consider the limits available for the issuance of bonds, when applicable, taking into account their main characteristics, such as type, amounts, grace and amortization periods, maturities, interest rates, currency and placement area, commissions, and guarantees; and
 - XV. You may, at your own risk, consider the incidence of any tax benefits already in place when submitting the Economic Proposal, and failure to obtain the benefit will not result in economic and financial rebalancing of the Contract.
- 15.5. The business plan may not be included in the Bidder's Economic Proposal or in the other Envelopes to be submitted in the context of this Bid, under penalty of disqualification of the Bidder and application of a fine equivalent to the value of the Bid Bond, with its consequent execution.
- 15.6. The Economic Proposal submitted shall be valid for 180 (one hundred and eighty) days from the Date of Delivery of Envelopes 1 and 2, extendable successively for an equal period, upon request by the Special Bidding Committee, and all its conditions must be maintained during this period.
- 15.7. If it is necessary to extend the Economic Proposal, the Special Bidding Commission shall issue a notification to the Bidder, before the expiration of the period provided for in item 15.6 above, to extend the validity period of its Economic Proposal, under penalty of disqualification of the Bidder.
- 15.8. The extension of the Economic Proposal will only be accepted if the validity of the Bid Bond is extended and the other conditions for the Bidder's qualification are maintained.
- 16. Qualification Documents (Envelope 3)**
- 16.1. The Qualification Documents Envelope must contain the Letter of Introduction included in Annex I (Model I.e) and the documents indicated in Annex III, and shall be

submitted only by the Bidder best ranked in the evaluation phase, according to the schedule contained in item 17, in accordance with the terms of Article 63, item II, of Federal Law No. 14,133/2021.

17. Bidding Schedule and Procedures

- 17.1. The Delivery Date for Envelopes 1 and 2, the Public Sessions, and the other acts of the Bid will follow the order of events and the Schedule indicated in the following Table:

Event	Event Description	Estimated Dates
1	Publication of the Notice	XX/XX/2025
2	Deadline for submitting requests for clarification and challenges to the Notice	Until 28/11/2025
3	Deadline for responding to Requests for Clarification and Challenges to the Notice	12/03/2025
4	Delivery date for Envelopes 1 and 2	12/01/2025 From 10:00 a.m. to 12:00 p.m. (Brasília time)
5	Publication of decision informing Bidders whose Bid Bonds were not accepted by the Special Bidding Committee	12/03/2025
6	Public Bidding Session to be held at B3. Opening of Envelopes 2, containing the Economic Proposals of Bidders whose Bid Bonds have been accepted	Public Session 12/04/2025 At 2 p.m. (Brasília time)
7	Presentation of Envelope 3 by the highest-ranked Bidder to the Special Bidding Committee	12/11/2025 From 2 p.m. to 4 p.m. (Brasília time)
8	Publication of the Bid Qualification. Opening of the period for filing appeals	12/18/2025
9	Approval of the Bid Result	At the discretion of the Granting Authority
10	Proof of compliance by the Adjudicatee with the conditions prior to signing the Contract	Within 60 (sixty) days after publication of the approval act
11	Signing of the Contract	At the discretion of the Granting Authority

- 17.2. In addition to the requirement to submit Envelopes 1 and 2 and, subsequently, Envelope 3, the Bidder's participation in the Public Session(s) will be conditional upon the regularity of the documents required in Envelope 1.

- 17.3. The Special Bidding Committee will analyze the regularity of the Representation Documents, the Preliminary Declaration, and the Bid Bond submitted, and Bidders that do not meet any of these requirements will be disqualified.
- 17.3.1. By the business day immediately preceding the day of the Public Session for opening the Envelopes containing the Economic Proposals of the Bidders whose Bid Bonds have been accepted by the Special Bidding Committee, the EPE website (www.epe.segov.ms.gov.br) the Bidders whose respective Bid Bonds were not accepted and the reasons for this.
- 17.4. On the date, time, and place established in this Notice, the Public Session will be held to open Envelope 2 of the Bidders whose Bid Bonds have been accepted and to evaluate the Financial Proposals.
- 17.5. Once the Public Bidding Session has begun, Envelopes 2 will be opened, containing the Economic Proposals of the Bidders whose Bid Bonds have been accepted by the Special Bidding Commission.
- 17.5.1. Immediately thereafter, the Bidders will be ranked according to their respective bids with the lowest value of the sum of Parcels A and B of the Maximum Public Consideration, in ascending order, that is, the Bidder offering the lowest value for the sum of Parts A and B of the Maximum Public Consideration will be ranked first, and so on, in ascending order.
- 17.5.2. The ranking will only consider the Maximum Public Consideration amount of each Economic Proposal.
- 17.5.3. The Bidders classified will be those whose Economic Proposals meet all the requirements established in the current legislation and fully comply with the conditions and terms set forth in this Notice.
- 17.5.4. The Bidder that submits the best Economic Proposal, understood as the one that has submitted the lowest amount to be paid by the Granting Authority for the sum of Installments A and B of the Maximum Public Consideration, will be declared the highest ranked.
- 17.5.5. After the ranking, the Session Director will begin the live auction stage of the Bid, with a dispute for the lowest amount to be paid by the Granting Authority for the sum of Parts A and B of the Maximum Public Consideration, observing the following rule for the composition of auction participants:
- 17.5.5.1. All Bidders who have submitted Economic Proposals up to 10% (ten percent) higher than the value of the Economic Proposal of the highest-ranked Bidder will participate in the live bidding stage of the Public Session.
- 17.5.5.2. If there are not at least three (3) Economic Proposals selected based on item 17.5.5.1 above, the highest-ranked Bidders will be ranked and invited to participate in the live bidding stage until the number of three is reached.

17.5.6. The live bidding stage shall observe the following:

- I. Bids must be offered in whole numbers; and
- II. Each bid offered must exceed the bid initially offered by the Bidder itself and the bids already offered by the other Bidders, and the minimum interval determined by the Session Director must be respected.

17.5.7. The Session Director may set a maximum time between new bids from Bidders.

17.5.8. The Session Director shall declare the end of the open bidding stage when, after the deadline for submitting new bids, no Bidder has made a bid.

17.5.9. The result of the live bidding stage will be declared in ascending order.

17.6. In the event of a tie between different Economic Proposals that has not been resolved in the live bidding stage, a tiebreaker will be processed in accordance with Article 60 of Federal Law No. 14,133/2021, observing, if applicable, the statements made by the Bidders in the form of Annex I (Model I.h).

17.7. Envelope 3, containing the Qualification Documents, shall be delivered only by the Bidder ranked highest in the evaluation phase.

17.7.1. The highest-ranked Bidder in the Bid evaluation phase must submit Envelope 3 as established in event 7 of the table in item 17.1.

17.7.2. Upon receipt of Envelope 3, the Special Bidding Committee shall open it and, if the Bidder meets all the requirements relating to the qualification conditions, it shall be declared the Winning Bidder.

17.8. Without prejudice to the provisions of item 6.5, any Bidder that submits Qualification Documents that do not comply with the requirements of this Notice and its Annexes will be disqualified.

17.9. The disqualification of the highest-ranked Bidder may result in the full execution of its Bid Bond, if the circumstances described in item 13.9 , subsection II , are verified.

17.10. If the Bidder originally ranked first in the evaluation phase does not meet the qualification requirements, the Special Bidding Committee, once all possibilities for rectification, clarification, or diligence have been exhausted, shall summon the second-ranked bidder to submit the Qualification Documents on the date, time, and place indicated in the summons, proceeding in this manner successively until a Bidder meets the conditions set forth in the Notice.

17.10.1. When summoned, the second-ranked bidder must prove that it met the qualification requirements on the Envelope 3 Delivery Date.

17.10.2. The certificates that will comprise Envelope 3 must be presented within their respective validity periods on the delivery date defined by the Special Bidding

Committee.

17.11. Any failures in delivery or formal defects in the documents may be remedied, under the terms of item 6.3 , subsection I, according to the procedure and deadline to be defined by the Special Bidding Committee.

17.12. A formal flaw or defect is one that:

- I. Does not distort the substantial object of the document submitted; and
- II. Does not prevent the information contained in the document from being verified with due certainty.

18. Administrative Appeals

18.1. After the winner is declared, Bidders will be entitled, under the terms of Article 165 of Federal Law No. 14,133/2021, to a single appeal phase, within three (3) business days, counted from the notification of the act or the drawing up of the minutes by the Bidding Commission.

18.1.1 For the purposes of the provisions of Article 165, § 1, item I, of Law No. 14,133/2021, Bidders who wish to appeal any decisions rendered must express their interest by sending a communication to the email address epe@segov.ms.gov.br by the end of the business day following the publication of the minutes of the Bidding Commission declaring the Winning Bidder.

18.2. The appeal filed will be communicated to the other Bidders through publication on the website www.epe.segov.ms.gov.br, who may challenge it within three (3) business days from the publication of the aforementioned communication.

18.3. Appeals and counterarguments shall be addressed to the Chairman of the Bidding Committee who, if he does not reconsider the act or decision within three (3) business days, shall forward the appeal, with its grounds, to the higher authority, which shall render a decision within a maximum of ten (10) business days from receipt of the case file.

18.4. Appeals will only be accepted when signed by legal representative(s), Accredited Representatives, attorneys with specific powers, or persons sub-authorized with such powers, provided that they are duly instructed with proof of such powers, and must be sent to the indicated email address.

18.5. Appeals filed after the deadline or outside of business hours or sent to a location other than the one indicated, will not be considered.

18.6. The appeal and the request for reconsideration shall have suspensive effect on the act or decision appealed until a final decision is made by the competent authority, pursuant to Article 168 of Law No. 14,133/2021.

- 18.7. After the decision of the competent authority, an extract of the result of the appeal will be published in the DOE, and the analysis report prepared by the Special Bidding Commission will be made available on the website (www.epe.segov.ms.gov.br).
- 18.8. The winning bidder will be announced through a Notice of Tender Results, to be published in the DOE and on the website www.epe.segov.ms.gov.br.

19. Approval, Award, and Contract Signing

- 19.1. After SES approves the bid results and awards the contract, the winning bidder must, within 60 (sixty) days, complete the formalities necessary to execute the Contract, as described in item 19.2 below, under penalty of forfeiting its right to contract, without prejudice to the application of the fine provided for in item 13.9, subsection IV, with execution of the Bid Bond and application of the penalties provided for in art. 90, §5, of Federal Law No. 14,133/2021.
- 19.2. The Adjudicatee shall comply with the following obligations for the formalization of the Contract:
- 19.2.1. Establish the SPE:
- I. The Adjudicatee shall establish a Special Purpose Entity, in accordance with Brazilian law, with headquarters in Campo Grande, capital of the State of Mato Grosso do Sul.
 - II. If the Adjudicatee is an individual Bidder, the SPE must hold the entire shareholding of the company;
 - III. In the case of a Consortium, the Adjudicatee shall establish the SPE in accordance with the shareholding structure presented in the Term of Commitment for the Establishment of a Consortium and the Establishment of an SPE presented in the Bid;
 - IV. The SPE, established by the Adjudicatee, shall take the form of a corporation and shall have as its sole purpose the provision of the services covered by the Contract, as well as the exploitation of sources of Ancillary Revenue, provided for in the Contract and related activities, in order to enable its fulfillment;
 - V. Effective corporate control of the SPE is exercised by the interested parties or group of interested parties bound by a voting agreement who hold shareholder rights that permanently ensure them a majority of votes in the resolutions of the general meeting and the power to elect the majority of the company's administrators and effectively use their power to direct corporate activities and guide the functioning of the company's bodies, pursuant to the provisions of Article 116 of Federal Law No. 6,404/1976;
 - VI. The term of the SPE shall be sufficient to fulfill all obligations arising from the Contract and shall correspond to at least the term of the Contract plus 180

(one hundred and eighty) days after full compliance with all obligations agreed upon under the Concession; and

- VII. The Adjudicatee shall submit to SES its articles of association, accompanied by the relevant certificates proving timely registration with the Mato Grosso do Sul State Board of Trade and registration with the CNPJ/MF.

19.2.2. For the constitution of the SPE, the Successful Bidder may create a legal entity to act as a shareholder of the SPE, provided that the following requirements are cumulatively met:

- I. No person who is not a party to the winning Bidder's SPE Constitution Commitment Agreement may be a shareholder/quota holder of the new legal entity;
- II. The shareholding of the new legal entity must reflect the same shareholding provided for in the SPE Constitution Commitment Agreement of the Successful Bidder; and
- III. The winning bidder must justify the incorporation of the new company by the need to raise funds to structure the Concession.

19.2.3. The Successful Bidder must prove that it has provided the Contract Performance Guarantee in the amount of R\$ 124,003,536.27 (one hundred and twenty-four million, three thousand, five hundred and thirty-six reais and twenty-seven centavos), equivalent to 5% (five percent) of the Estimated Contract Value, under the terms of the Contract, noting that:

- I. The Performance Bond must name SES as the beneficiary and be provided in any of the forms provided for in the Law and in the Contract;
- II. The Performance Bond presented may not contain any type of reservation or conditions that may hinder or prevent its execution or that may raise doubts as to the firmness of the guarantee offered;
- III. All expenses arising from the provision of the Performance Bond shall be borne by the Successful Bidder, the SPE, and/or its shareholders, as applicable;
- IV. The circumstances for the execution of the Performance Guarantee and the readjustment of its value throughout the Concession Term shall be provided for in the Contract.

19.2.4. The Successful Bidder shall prove that it has fully subscribed to the minimum share capital of the SPE provided for in the Contract, in the amount of R\$ 99,202,829.00 (ninety-nine million, two hundred and two thousand, eight hundred and twenty-nine reais), and the payment of at least 25% (twenty-five percent) of this amount, corresponding to R\$ 24,800,707.25 (twenty-four million, eight hundred thousand,

seven hundred and seven reais and twenty-five centavos), on the Base Date, in local currency, to be adjusted by the INCC until the base date of the month prior to the date of signing the Contract.

- 19.2.4.1. Proof of subscription and payment in full in local currency of the SPE's share capital, as requested in item 19.2.4 above, may be provided by any means permitted by law, including, but not limited to, a corporate document duly registered with the commercial registry or proof of bank deposit.
- 19.2.5. The Successful Bidder must submit proof of formalization of the contract with the Subcontractor, if the technical qualification of the Successful Bidder has been demonstrated with the support of the experience of this Subcontractor, in accordance with Annex III, as well as considering the rules of the Contract for the possible replacement of the Subcontractor.
- 19.2.6. The Successful Bidder must prove that it has paid the remuneration by the Bidder's Accredited Participant to B3, corresponding to R\$ 543,891.32 (five hundred and forty-three thousand, eight hundred and ninety-one reais and thirty-two centavos), adjusted by the positive variation of the IPCA (Extended Consumer Price Index) from the base date of March 2025, to be made by payment of a bank slip issued by B3 from the date of award of the bid, maturing in 15 (fifteen) calendar days from its issuance, with a penalty of 2% (two percent) and default interest of 0.5% (half a percent) per month, *pro rata tempore*, calculated from the due date to the date of actual settlement, in the event of a delay, without prejudice to the execution of the Bid Bond, pursuant to Annex VI.
- 19.2.7. The successful bidder must prove that it has reimbursed the studies related to the Concession, as provided for in Article 21 of Federal Law No. 8,987/1995, in the amount of R\$ 5,811,535.24 (five million, eight hundred and eleven thousand, five hundred and thirty-five reais and twenty-four centavos), on the Base Date, adjusted by the IPCA until the date of its actual payment, to the State Fund for Structuring and Improving Partnerships (FEPP).
- 19.2.8. The Successful Bidder shall appoint the representative who will represent the SPE after the signing of the Contract.
- 19.3. Once the requirements set forth in item 19.2 have been met, the Concessionaire shall be summoned by the Granting Authority to sign the Contract.
- 19.4. The deadline set forth in item 19.1 and the deadline for signing the Contract may be extended if requested during its course by the Successful Bidder, provided that it results from a justified reason not attributable to it and accepted by the Granting Authority.
- 19.5. If the Adjudicatee or the Concessionaire duly summoned refuses to sign the Contract within five (5) business days from the summons, or fails to comply with any of the requirements prior to signing the Contract, the Special Bidding Commission may, pursuant to Article 90, §4, of Federal Law No. 14,133/2021:

- I. Invite the remaining Bidders, in order of ranking, to enter the Contract under the conditions proposed by the Winning Bidder;
- II. If none of the Bidders agree to comply with the conditions of the Winning Bidder, summon the remaining Bidders for negotiation, in order of classification, even if the Economic Proposal presented is higher than that offered by the Winning Bidder;
- III. When negotiations for better conditions are unsuccessful, summon the other Bidders, in the order of classification of their respective Economic Proposals, to proceed with the signing of the Contract, after verification of the Qualification Documents;
- IV. Apply to the Successful Bidder a fine corresponding to the full amount of the Bid Bond, as compensation for the losses caused, and the immediate execution of the Bid Bond; and
- V. Declare the winning Bidder, when individual, or, in the case of a Consortium, all consortium companies, ineligible to participate in new bids and to contract with the direct and indirect Public Administration of the Granting Authority for a period of two (2) years.

Part VIII – Final Provisions

20. Communications

- 20.1. Communications regarding the acts mentioned in this Notice, especially those related to the Bidding procedure, will be made by the Special Bidding Commission through announcements posted on the EPE website (www.epe.segov.ms.gov.br), except when publication in the official press or in the PNCP (<https://www.gov.br/pncp/pt-br>) is required by law.

21. Penalties

- 21.1. Bidders who fail to comply with this Notice, in a manner that prejudices the bidding process, or who commit any illegal act, shall be subject to the penalties provided for herein.
- 21.2. With the right to a fair hearing and full defense guaranteed, in accordance with the procedure provided for in Federal Law No. 14,133/2021, the administrative penalties to which Bidders are subject are as follows:
- I. Warning;
 - II. Fine; and
 - III. Prevention from bidding or contracting.
- 21.3. Without prejudice to the penalties provided for in item 21.2, the competent authority is also guaranteed the declaration of unsuitability to bid or contract with the Public Administration.
- 21.4. The penalties provided for in this Chapter shall be applied to Bidders who engage in the conduct provided for in Article 155 of Federal Law No. 14,133/2021 or due to any other legal non-compliance:
- I. Failure to perform, in whole or in part, any of the obligations assumed as a result of the Bid;
 - II. Causing a delay in the execution of the Bid or the delivery of its object without justified reason;
 - III. Fraudulently manipulating the Bid in any way;
 - IV. Behaving in an inappropriate manner;
 - V. Failure to deliver the documentation required for the tender, due to gross negligence or willful misconduct;
 - VI. Failing to maintain the Economic Proposal, except because of a duly justified supervening event;

- VII. Failing to enter the Contract or failing to deliver the documentation required for its signature, when summoned within the validity period of its Economic Proposal;
 - VIII. Submitting false statements or documentation required for the tender or making false statements during the Bidding Process;
 - IX. Committing illegal acts to frustrate the objectives of the Bidding Process; or
 - X. Committing any of the harmful acts to the Public Administration provided for in Article 5 of Federal Law No. 12,846/2013.
- 21.5. The sanctions provided for in item 21.4 above are independent of each other and may be applied individually or, in the case of fines, cumulatively, without prejudice to other applicable measures.
- 21.6. Failure to comply with any condition precedent and necessary for the Concession shall constitute a refusal by the Bidder or Successful Bidder to receive the Concession, resulting in total non-compliance with the obligation assumed, subject to the penalties set forth in this Notice, without prejudice to other penalties provided for by law, always through an administrative process instituted specifically for this purpose, ensuring the right to a fair hearing and full defense.

22. Counting of Deadlines

- 22.1. In counting the deadlines referred to in this Notice, the start date will be excluded and the expiration date will be included, considering consecutive days, unless explicitly stated otherwise.
- 22.2. Deadlines shall only begin and expire on full working days within the scope of the State Executive Branch of Mato Grosso do Sul.

23. Guarantee Provided by the Granting Authority

- 23.1. Pursuant to the sole paragraph of Article 11 of Federal Law No. 11,079/2004, the guarantee of consideration by the Granting Authority to the Concessionaire shall consist of a system of senior and subordinated guarantees, which shall include:
 - i) Contingent credit facility contracted by the State of Mato Grosso do Sul with the Inter-American Development Bank (IDB); and
 - ii) Complementarily:
 - a. The allocation of monthly financial resources from Federal Complementary Law No. 176/2020; and
 - b. The monthly financial resources from the Participation Fund of the States and the Federal District (FPE), in accordance with the provisions of the Contract and its Annexes.

24. Miscellaneous Provisions

- 24.1. Any questions arising from the application of this Notice, as well as any omissions, shall be resolved by the Special Bidding Commission or, after the award of the object of the Bid, by the Granting Authority, in accordance with the relevant legislation.
- 24.2. The terms set forth in this Notice, as well as the clauses and conditions of the Contract and those contained in the other Annexes, complement each other, referring one document to another in case of doubts or omissions, and the rules of interpretation provided for in the Contract must be respected.
- 24.3. The Bid may be postponed, revoked for reasons of public interest arising from a duly proven supervening event, or canceled, under the terms of the applicable legislation, without the Bidders being entitled to compensation or reimbursement of costs and expenses of any kind.
- 24.4. In the event that the Granting Authority becomes aware, after the qualification phase, that any Qualification Document submitted by a Bidder is false or invalid at the time of its submission, it shall disqualify it, without the Bidder being entitled to compensation or reimbursement of expenses of any kind, without prejudice to compensation to the Granting Authority and the application of applicable penalties.
- 24.5. The Bidder undertakes to notify the Granting Authority, at any time, of any act, fact, or supervening circumstance that prevents the qualification conditions from being met, immediately after its occurrence.
- 24.6. Without any additional communication, all copies of the Envelopes that are not withdrawn by the other Bidders within ten (10) business days from the date of signing the Contract shall be rendered useless.
- 24.7. The Granting Authority shall always be bound by the provisions of the Contract, the Notice, the documentation presented by it, and the respective contractual documents, as well as Brazilian legislation and regulations, in all matters related to the operation of the Concession.

25. Jurisdiction

- 25.1. The Court of Campo Grande, Capital of the State of Mato Grosso do Sul, is hereby elected to settle any disputes arising from this Notice.

Campo Grande, [MONTH], [DATE], [YEAR].

State Health Secretariat of Mato Grosso do Sul

Annex I: Model Letters and Declarations

I.a. Sample Request for Clarification

[location], [●] of [●] of [●]

To the Special Bidding Committee

Re: SES Bid Notice No. 001/2025 – Request for Clarification

Dear Sirs,

[Interested Party], through its undersigned legal representative(s), submits the following request for clarification regarding the Notice and its Annexes.

Number of the question asked	Item in the Notice or Annexes	Clarification requested
1	Insert item to which the requested clarification refers	Clearly write the requested clarification in the form of a question
2	Insert the item to which the clarification requested refers	Write your clarification request clearly in the form of a question
N	Insert the item to which the requested clarification refers	Write your clarification request clearly in the form of a question question

Sincerely,

[Interested party]

Responsible representative(s) for contact: [●]

Phone: [●]

Email address: [●]

I.b. Bank Guarantee Template

If a Consortium, the Bidder must indicate in its qualification the composition of the Consortium and its respective qualifications. If an investment fund, it must indicate the corporate name of the fund and its administrator and/or manager, as applicable.

[location], [●] of [●] of [●]

To the Special Bidding Committee

Ref.: SES Bid Notice No. 001/2025 - Bank Guarantee Letter No. [●] (“Guarantee Letter”)

- I. By this Letter of Guarantee, Bank [●], headquartered in [●], registered with the CNPJ/MF under No. [●] (“Guarantor Bank”), directly on its own behalf and on behalf of its possible successors, undertakes to SES as joint guarantor of [●], headquartered in [●], registered with the CNPJ/MF under No. [●] (“Guarantor”), expressly waiving the rights provided for in articles 827, 835, 837, 838, and 839 of Federal Law No. 10,406, dated January 10, 2002 (Brazilian Civil Code) and article 794 of Federal Law No. 13,105, of March 16, 2015 (Code of Civil Procedure), for the faithful fulfillment of all obligations assumed by the Guarantor in the bidding procedure described in SES Bid Notice No. 001/2025, whose terms, provisions, and conditions the Guarantor Bank expressly declares to know and accept.
- II. The Guarantor Bank undertakes to pay the Granting Authority the total amount of R\$ [●] ([●]) (“Guarantee”) in the event that the Bidder fails to comply with any of its obligations under the Law or the Notice, including refusal to sign the Concession Contract, failure to meet the requirements for its signature, under the conditions and within the time limit established in the Notice, and in any of the cases provided for in the Notice.
- III. The Guarantor Bank also undertakes, within the scope of the amount identified above, to cover the losses caused by the Guarantor, including, but not limited to, fines imposed by SES related to the bidding process, committing to make the payments arising from these losses when required, within a maximum period of 48 (forty-eight) hours from the receipt by the Guarantor Bank of the written notification sent by SES.
- IV. The Guarantor Bank shall not raise any objection or opposition by or on behalf of the Guarantor for the purpose of excusing itself from fulfilling its obligation to SES under the

terms of this Letter of Guarantee.

- V. In the event that the Granting Authority files a lawsuit to demand compliance with the obligation referred to in this Letter of Guarantee, the Guarantor Bank shall be obliged to pay the arbitration, judicial, or extrajudicial expenses.
- VI. The Guarantee shall be valid for a period of 180 (one hundred and eighty) days from the Date of Receipt of Envelopes, in accordance with the conditions mentioned in the Notice.
- VII. The Guarantor Bank declares that:
- a. This Letter of Guarantee is duly accounted for, in full compliance with the regulations of the Central Bank of Brazil currently in force, in addition to meeting the requirements of the applicable Banking Legislation;
 - b. The signatories to this instrument are authorized to provide the Guarantee on their behalf and under their responsibility; and
 - c. Its capital stock is R\$ [●]([●]), and 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.
- VIII. Terms not expressly defined in this Letter of Guarantee shall have the meanings assigned to them in the Notice.

[signature of the legal representative(s) of the issuing bank with certified signature]
Witnesses:

Name

ID

Name

ID

I.c. Model Letter of Presentation of Bid Bond

If national federal government debt securities, indicate the name of the securities contributed.

[location], [•] of [•] of 20[•]

To the Special Bidding Committee

Ref.: SES Bid Notice No. 001/2025 – Presentation of Bid Bond

Dear Sirs,

[Bidder], through its legal representative(s), pursuant to the terms of the Notice in question, hereby clarifies the terms and amounts of the Bid Bond(s) submitted, which shall total the amount of [fill in the applicable amount]:

Deposited Guarantee(s)

No.	Type	Amount
1		
2		
N		

Sincerely,

[location], [DATE].

[Bidder]

[legal representative(s)/accredited representative(s)]

I.d. Preliminary Bid Bond Declaration Template

[location], [●] of [●] of [●]

To the Special Bidding Committee

Ref.: SES Bid Notice No. 001/2025 – Preliminary Declaration for Bid Bond

[Bidder] (“Bidder”), through its legal representative(s), declares, in accordance with the terms of the Notice, and under penalty of law, in particular Article 299 of the Brazilian Penal Code, that by submitting Envelope 1:

- I. Without prejudice to the declarations to be submitted, respectively, in Envelopes 2 and 3, under the terms of the Notice, it is aware of all the requirements set forth in the Notice and that the bid submitted to participate in this Bid was prepared independently by the Bidder, and the content of the proposal was not, in whole or in part, directly or indirectly, informed, discussed, or received from any other potential or actual participant in the bid by any means or by any person;
- II. The intention to submit the proposal prepared to participate in this Bid was not informed, discussed, or received from any other potential or actual participant in the Bid in question by any means or by any person;
- III. Did not attempt, by any means or through any person, to influence the decision of any other potential or actual participant in the Bid as to whether or not to participate in said Bid;
- IV. The content of the proposal submitted to participate in the Bid in question will not, in whole or in part, directly or indirectly, be communicated or discussed with any other potential or actual participant in the Bid prior to the award of the object of the aforementioned Bid;
- V. The content of the proposal submitted to participate in the Bid has not been, in whole or in part, directly or indirectly, disclosed, discussed, or received from any member of the Bid prior to the official opening of the proposals; and that it is fully aware of the content and scope of this statement and that it has full powers and information to sign it;
- VI. Without prejudice to the specific declarations to be made when submitting Envelope 3, hereby declares that it has no impediment to participating in the Bid; and

- VII. Without prejudice to the specific documentation to be presented in Envelope 3, hereby declares that it meets all the qualification requirements of the Notice, which will be duly proven upon presentation of Envelope 3.

[location], [DATE].

[Bidder]

[Legal Representative(s)/Accredited Representative(s)]

I.e. Template for Letter of Presentation of Qualification Documents

[location], [●] of [●] of [●]

To the Special Bidding Committee

Ref.: SES Bid Notice No. 001/2025 – Submission of Qualification Documents

Dear Sirs,

[Bidder] (“Bidder”), through its undersigned legal representative(s), hereby submits the attached documents for qualification in the aforementioned bidding process, pursuant to item 16.1 of the Notice.

- I. The Bidder expressly declares that it is fully aware of the terms of the Notice in question and that it accepts them in their entirety, in particular with regard to the powers conferred on the Special Bidding Commission to conduct special investigations to verify the authenticity of the documents submitted and to seek any clarifications necessary to elucidate the information contained therein.
- II. The Bidder expressly declares that it has met all the requirements and criteria for qualification and has submitted the Qualification Documents, as defined in the Notice, correctly.
- III. The Bidder declares that the Qualification Documents hereby submitted are complete, true, and correct in every detail, thus meeting the qualification requirements, assuming the veracity of the information provided, in accordance with the law, under the terms of Article 63, item I, of Federal Law No. 14,133/2021.
- IV. The Bidder declares that it complies with the requirements for reserving positions for persons with disabilities and for persons rehabilitated by Social Security, as provided for by law and other specific rules, pursuant to Article 63, item IV, of Federal Law No. 14,133/2021.
- V. The Bidder declares, under penalty of applicable law, on its own behalf, on behalf of its successors and assignees, that it is in good standing with the Ministry of Labor, with regard to compliance with the provisions of item XXXIII of Article 7 of the Federal Constitution.
- VI. The Bidder declares, under penalty of applicable law, on its own behalf, on behalf of its successors and assignees, that it is not in the process of bankruptcy, self-bankruptcy,

judicial or extrajudicial reorganization, judicial or extrajudicial liquidation, insolvency, temporary special administration, or under the intervention of the competent supervisory body; or has a court-approved judicial reorganization plan () that was submitted along with the other Qualification Documents, if applicable.

VII. The Bidder declares, under penalty of applicable law, that it is not prevented from participating in public bids, additionally certifying that:

- a. It has not been declared unfit by any federal authority and is not prohibited from bidding or contracting with the Public Administration because it is included in the National Register of Punished Companies (CNEP) and the National Register of Unfit and Suspended Companies (CEIS);
- b. It is not serving a temporary suspension from contracting with the Direct or Indirect Public Administration of the State of Mato Grosso do Sul;
- c. It does not have, either itself or through its subsidiaries, affiliates, or parent companies, any concession or public-private partnership contract that has been declared expired by a final and unappealable decision issued in the last three (3) years;
- d. It undertakes to report any supervening events related to the subject matter of this declaration.

VIII. The Bidder further declares that it is aware that:

- a. The following sanctions prevent contracting with the Granting Authority:
 1. In the National Register of Ineligible and Suspended Companies – CEIS;
 2. In the National Register of Punished Companies – CNEP;
 3. In the National Register of Civil Convictions for Acts of Administrative Impropriety and Ineligibility (CNIA) of the National Council of Justice.

IX. The Bidder also declares that:

- a. It is subject to all the conditions of the Notice;
- b. It is fully aware of the services covered by the Concession;
- c. It is fully aware of the Concession Area, the conditions of the public asset that is part of the scope of the Contract, as well as the nature and complexity of the services and investments required;
- d. It is responsible for the accuracy of all information contained in the documentation and proposal submitted; and
- e. It has received all the components of this Notice, is aware of all the information and

conditions for fulfilling the obligations covered by the Bid, and considers the information received to be sufficient for the preparation of its Economic Proposal;

- X. The Bidder declares, under penalty of applicable law, that it has or has the capacity to obtain sufficient financial resources to fulfill the obligations necessary to achieve the object of the Concession. It further declares that (i) it has the capacity to contract all insurance necessary to achieve the object of the Concession and (ii) it has or has the capacity to obtain the resources for payment in national currency of at least R\$ [●] ([●]) of the SPE's share capital by the date of signing the Contract, as defined and described in the Notice in question.
- XI. The Bidder undertakes, if it wins the Bid, as an obligation prior to signing the Contract, to contract the Performance Guarantee, without clauses that allow for the exclusion of liability.

[[location], [DATE].

[Bidder]

[Legal Representative(s)/Accredited Representative(s)]

I.f. Declaration Template for Foreign Legal Entity Bidders

Dear Sirs,

In compliance with the provisions of SES Bid Notice No. 001/2025, [Foreign Bidder], through its legal representative(s), declares, under the terms of the Notice, for all intents and purposes, on its own behalf and on behalf of its successors and assignees, that it does not operate in Brazil, pursuant to the sole paragraph of Article 70 of Federal Law No. 14,133/2021, and that:

I. The documents listed below from the country of origin of the above-qualified Bidder are equivalent to the documents required in the SES Bid Notice No. 001/2025.

Description of the document from the country of origin	Document required in the Notice	Item in the Notice in which the document is required

II. The documents listed below do not have an equivalent document in the country of origin of the above-qualified Bidder:

Document required in the Notice that has no equivalent document in the country of origin	Item in the Notice in which the document is required

[location], [DATE].

[Bidder]

[legal representative(s)/accredited representative(s)]

I.g. Power of Attorney Template

By this instrument of mandate, [Bidder], [qualification], hereinafter referred to as "Grantor," appoints and constitutes as its attorneys-in-fact, Messrs. [●], [qualification], to, jointly or separately, regardless of the order of appointment, perform the following acts necessary to participate in the SES Bid Notice No. 001/2025, in and out of court:

- I. Represent the Grantor before any government entities, agencies, or departments, public or private companies, and any government agencies, including the Granting Authority, to establish and maintain understandings with said public entities, agencies, or departments, to receive summons and notifications of any nature, to request and/or promote consultations, to request certificates and other documents, and to perform the necessary acts during the bidding process described in SES Bid Notice No. 001/2025, including filing appeals and waiving the right to file appeals;
- II. To assume commitments and/or obligations on behalf of the Grantor and in any way to contract, make agreements, give and receive discharge on behalf of the Grantor;
- III. Represent the Grantor in the defense of its interests in court, in 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;
- IV. Receive summonses for legal proceedings and subpoenas or notifications in administrative and judicial proceedings; and
- V. At its discretion, sub-delegate, in whole or in part, with reservation of powers, any of the powers conferred herein, under the conditions it deems or they deem appropriate.
- VI. This power of attorney is valid for a minimum period of one (1) year from the Date of Delivery of Envelopes 1 and 2, and may be extended for an equal period, with thirty (30) days' notice prior to the expiration date.

II [location], [DATE].

[Bidder]

[Legal representative(s)]

I.h. Model formal declaration regarding compliance with the criteria for breaking ties

[location], [DATE].

To the Special Bidding Committee

Ref.: SES Bid Notice No. 001/2025 – Formal declaration regarding compliance with tiebreaker criteria.

[Bidder] (“Bidder”), through its legal representative(s), declares, under the terms of the Notice, for all intents and purposes, that it complies with the following criteria established in Article 60, §1, of Federal Law No. 14,133/2021:

Compliance	Subsection of Article 60, §1	Criterion
[]	I	Company established in the territory of the State
[]	II	Brazilian companies
[]	III	Companies that invest in research and technology development in Brazil
[]	IV	Company that adopts mitigation practices, pursuant to Article 2, item VII, of Federal Law No. 12,187, of December 29, 2009 (National Policy on Climate Change – PNMC)

[location], [DATE].

[Bidder]

[Legal/accredited representative(s)]

I.i. Technical Visit Participation Declaration Form

Dear Sirs,

With regard to Competition SES No. 001/2025, we hereby certify that [Bidder's corporate name] conducted the optional technical visit on [-], for the purpose of inspecting and verifying the existing infrastructure that will be taken over by the future Concessionaire, in its current physical and operational condition, in order to verify local conditions, for its own assessment of the quantity and nature of the work, materials, and equipment necessary to carry out the object of the Concession, form and conditions of supply, means of access to the site, and obtaining any other data deemed necessary for the proper provision of the concessioned service. Any questions arising from this technical visit should be submitted in writing as provided for in the Notice.

[location], [DATE].

[Bidder]

[legal representative(s)/accredited representative(s)]

I.j. Model Declaration of Knowledge of Information and Conditions of the Service Provision Site

[location], [DATE].

To the Special Bidding Committee

Ref.: SES Bid Notice No. 001/2025 – Knowledge of the Conditions and Location of Service Provision

Dear Sirs,

[Bidder – name, headquarters, and CNPJ], hereinafter referred to as Bidder, through its legal representative, [Representative – name, profession, address, CPF/MF, and RG], declares, for legal purposes and under penalty of law, in compliance with item 5.4 of the Notice, regarding the possibility of conducting a Technical Visit to the Concession Area, that it has full knowledge of the information and conditions and locations for the provision of the services covered by the Bid, including the information made available and the terms and conditions established in the Notice and in the draft Contract.

[location], [DATE].

[Bidder]

[legal representative(s)/accredited representative(s)]

Annex II: Minimum Terms and Conditions of the Insurance Guarantee

1. Policyholder
 - I. Bidder.
2. Insured
 - I. State Health Secretariat of Mato Grosso do Sul – SES.
 - II. CNPJ: [-]
3. Subject of the Insurance
 - I. To guarantee compensation in the amount of R\$ [●] ([●]), in the event that the Bidder fails to comply with any of its obligations under the Law or the Notice, including refusal to sign the Concession Contract, failure to meet the requirements for its signature, under the conditions and within the time limit established in the Notice, and in any of the cases provided for in the Notice.
4. Instrument
 - I. Insurance Guarantee Policy issued by an insurance company duly incorporated and authorized to operate by the Superintendence of Private Insurance (SUSEP), in accordance with the terms of SUSEP's regulatory acts.
5. Guarantee Amount
 - I. The Insurance Guarantee Policy shall provide for compensation in the amount of R\$ [●] ([●]).
6. Term
 - I. The Insurance Guarantee Policy shall have a minimum term of 180 (one hundred and eighty) days from the Date of Delivery of the Envelopes to the B3 Auction Platform, renewable in the cases provided for in SES Bid Notice No. 001/2025.
7. Additional Provisions
 - I. The Insurance Guarantee Policy shall contain the following additional provisions:
 - a. Declaration by the Insurer that it is aware of and accepts the terms and conditions of SES Bid Notice No. 001/2025;
 - b. Declaration by the Insurer that it will pay the amounts provided for herein within a maximum period of thirty (30) days from the date of delivery of all documents listed by the Insurer as necessary for the characterization and settlement of the claim; and
 - c. Once the Policyholder's failure to comply with the obligations covered by the

Insurance-Guarantee Policy has been confirmed, the Insured shall be entitled to demand the compensation due from the Insurer, when the notification made to the Policyholder proves unsuccessful.

8. Terms that have not been expressly defined in this Policy shall have the meanings assigned to them in the Notice.
9. Terms that have not been modified in these Special and/or Specific Conditions are hereby ratified.

Annex III: Qualification Documents

1. The Qualification Documents Envelope must begin with a duly signed Letter of Introduction, in accordance with the model in Annex I (Model I.e.) and, in the case of foreign Bidders, accompanied by the declaration in Annex I (Model I.f).
2. Certificates that do not state their expiration date will be accepted if they were issued up to ninety (90) days prior to the Delivery Date of Envelope 3.
3. Electronic documents produced using the certification process provided by ICP-Brasil, under the terms of Provisional Measure No. 2,200-2, of August 24, 2001, will be accepted and presumed to be true in relation to the signatories, dispensing with the need to send original physical documents and/or certified paper copies, provided that the conditions set forth in the Notice are met for the validity of the presentation of electronic documents.

Legal Qualification

4. In the case of a legal entity, the Bidder must submit the following documents:

Table I – Documents relating to legal compliance	
No	Document
1	Articles of incorporation, bylaws, or articles of association of the legal entity Bidder, as last amended and filed with the competent business registry or notary public, as well as documents proving authorization to participate in the Bid, when required by the articles of incorporation, bylaws, or articles of association. If the latest amendment to the articles of incorporation/bylaws/articles of association does not consolidate the provisions of the articles of incorporation/bylaws/articles of association in force, the previous amendments containing such provisions must also be submitted.
2	Proof of election of the current administrators of the legal entity Bidder, duly filed with the competent business registry or notary public.
3	Updated certificate of the legal entity Bidder issued by the competent business registry or notary public.
4	In the case of a foreign legal entity authorized to operate in Brazil, authorization decree and registration or authorization for its operation, issued by the competent authority.
5	In the case of a foreign legal entity not established in the country, documentation equivalent to that mentioned in items 1, 2, and 3 of this Table must be presented, observing, where applicable, the provisions of item 8.6 of the Notice and Annex I (Model I.f).

5. In the case of open or closed supplementary pension entities, the Bidder must submit, for its legal compliance, in addition to the documents equivalent to those provided for in Table I above, the following documents:

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

No.	Document
1	Proof of express and specific authorization regarding the constitution and operation of the supplementary pension entity, granted by the competent supervisory body, and a statement that the plans and benefits administered by it are not under liquidation or intervention by PREVIC.
2	Declaration that the plans and benefits administered by it are not under liquidation or intervention by PREVIC.
3	For closed supplementary pension entities, the membership agreement entered into between the sponsor or institute and the entity, duly approved by the supervisory body.

6. In the case of a financial institution, the Bidder must submit the following document, in addition to the documentation provided for in Table I, to prove its legal compliance:

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

No.	Document
1	Proof that it is authorized to operate as a financial institution by the Central Bank of Brazil.

7. When the Bidder is an investment fund, it must submit the following documents for legal qualification:

Table IV – Documents relating to the legal qualification of investment funds

No	Document
1	Articles of incorporation before the competent authority.
2	Proof of registration of the investment fund with the Brazilian Securities and Exchange Commission (CVM).
3	Regulations and amendments, if any, duly registered with the Registry of Deeds and Documents and/or the Brazilian Securities and Exchange Commission, pursuant to Circular Letter No. 12/2019/CVM/SIN.
4	Proof of hiring by the fund of the Administrator and Manager, with indication in the fund's regulations of proof of the powers of the Administrator or Manager for the purposes of representation in the Bid.
5	Proof of registration of the administrator and, if applicable, the manager of the investment fund with the Securities and Exchange Commission.
6	Proof that the investment fund is duly authorized by its shareholders to participate in the Bid, through specific authorization or arising from the fund's investment policy described in its regulations, and that its representative has powers under the terms of the fund's regulations to 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.
8	Proof that the fund and its administrator and/or manager are not undergoing

Table IV – Documents relating to the legal qualification of investment funds	
No	Document
	judicial or extrajudicial liquidation, judicial reorganization, bankruptcy, or other insolvency proceedings, by presenting certificates issued by the Central Bank of Brazil or by the distribution registry office(s) of its headquarters, as applicable.

Individual Bidder – Economic and Financial Qualification

8. The Bidder must submit the following documents to prove its economic and financial qualification:

Table V – Documents relating to economic and financial qualification	
No	Document
1	Certificate of no bankruptcy, self-bankruptcy, or judicial reorganization issued by the judicial distributor (civil courts) of the district where the company is headquartered, or an approved judicial reorganization plan, dated no more than ninety (90) days prior to the Delivery Date of Envelope 3. In the case of a non-business entity or other form of legal entity, a negative certificate issued by the judicial distributor of civil courts in general (enforcement proceedings) of the district of the municipality where the entity is headquartered, dated no more than 90 (ninety) days prior to the Delivery Date of Envelope 3.
2	<p>Balance sheet and financial statements for the last fiscal year, already due and submitted in accordance with the law, with no substitution by trial balances or provisional balance sheets permitted. The financial statements must be signed by an accountant registered with the Regional Accounting Council (CRC) where the Bidder is headquartered and filed with the competent authorities. In the case of companies incorporated after the end of the last fiscal year, they must submit the Opening Balance Sheet in lieu of the Balance Sheet and Financial Statements. Bidders required to use the Public Digital Bookkeeping System (SPED) must submit, in addition to the balance sheet signed by the legal representative and the accountant, proof of transmission of the bookkeeping for the fiscal year through the SPED system. Limited liability companies must submit only balance sheets approved by the general meeting or partners' meeting, if applicable, by written decision of all partners, in accordance with civil law and the articles of association.</p> <p>Closed corporations must submit the approved and published balance sheets, as required by Federal Law No. 6,404/1976.</p> <p>Publicly traded corporations must submit balance sheets that have been approved, published, and audited by an independent auditor.</p>

9. When the Bidder is an open or closed supplementary pension entity, it must also submit a statement that the plans and benefits it administers are not under liquidation or intervention by SUSEP or PREVIC.

10. If there is any legal action distributed in the modalities referred to in Table V, No. 1, the Bidder must submit an updated certificate indicating the status of the proceedings.
11. If the Bidder is undergoing judicial or extrajudicial reorganization, proof of acceptance of the judicial reorganization plan or approval of the extrajudicial reorganization plan must be provided, as applicable.
12. The Bidder must prove, through the balance sheet indicated in Table V, No. 2, that, on the closing date of the fiscal year indicated in the balance sheet, it had a net worth of at least R\$ 99,202,829.00 (ninety-nine million, two hundred and two thousand, eight hundred and twenty-nine reais) on the Base Date, corresponding to 10% (ten percent) of the Estimated Contract Value, as referred to in item 7.1 of the Notice.
 - 12.1. For equity investment funds, the threshold required in item 12 above for economic and financial qualification purposes may be proven:
 - I. Through the net equity of the investment fund, calculated in its balance sheet or indicated in the latest Quarterly Report sent to the Securities and Exchange Commission;
 - II. Through the total amount of the investment fund's subscribed capital, indicated in the latest Quarterly Report submitted to the Securities and Exchange Commission; and/or
 - III. Through proof of investment commitments entered into after the last Quarterly Report was sent to the Securities and Exchange Commission.
13. The financial statements must be signed by the administrators and a legally qualified accountant, and the Bidder must submit the necessary documents for verification of this condition by the Special Bidding Commission.
 - 13.1. In any case, substitution by balance sheets or provisional balance sheets is prohibited.
14. If the Bidder, or member of the Consortium, is a subsidiary/branch, it must submit the consolidated balance sheet of the parent company.
15. The Consortium's minimum net equity shall be BRL 109,123,111.90 (one hundred and nine million, one hundred and twenty-three thousand, one hundred and eleven reais and ninety centavos) as of the Base Date, in accordance with §1 of Article 15 of Federal Law No. 14,133/2021. Without prejudice to the provisions of item 8.3, the above requirement shall be deemed satisfied when any of the following conditions is met:
 - I. By the proportional aggregation of the net equity of each consortium member, obtained by multiplying the net equity of each member by its percentage interest in the consortium, so as to reach the required minimum amount; or
 - II. By proportional individual proof, in which each consortium member demonstrates net

equity equal to or greater than its proportional share in the consortium, and the sum of these shares reaches the required minimum amount.

16. Amounts expressed in foreign currency by the Bidders shall be converted, for purposes of net equity verification, into Brazilian Reais (BRL) by applying the commercial selling exchange rate (PTAX) published by the Central Bank of Brazil, corresponding to the date of the fiscal year-end indicated in the balance sheet.

Individual Bidder – Tax and Labor Compliance

17. The Bidder must submit the following documents to prove its tax compliance:

Table VI – Documents relating to tax and labor compliance	
No	Document
1	Proof of registration with the Ministry of Finance's National Legal Entity Register (CNPJ/MF).
2	Proof of registration in the State and Municipal Taxpayers' Register, relating to the domicile or headquarters of the Bidder or, in the case of a Consortium, of each consortium member, relevant to its field of activity and compatible with the object of the Contract, or a statement signed by the Bidder that the activity performed does not require municipal and/or state registration.
3	Proof of tax compliance with the National Treasury, through the presentation of a Certificate of No Federal Tax Debts and No Outstanding Federal Debts.
4	Proof of tax compliance with the state treasury (referring to debts registered and not registered as outstanding debt) and municipal treasury (referring to property taxes), all from the Bidder's domicile or headquarters, and proof of good standing with the state treasury of the State of Mato Grosso do Sul, dated no more than 180 (one hundred and eighty) days prior to the Date of Delivery of Envelope 3.
5	Certificate of good standing with the Guarantee Fund for Length of Service (FGTS) that is within the validity period stated therein.
6	Proof of no outstanding debts with the Labor Court, by presenting a Negative or Positive Certificate with Effects of Negative Labor Debts (CNDT), under the terms of Title VII-A of the Consolidation of Labor Laws.

18. All certificates listed in Table VI must be within their validity period.
19. If no expiration date is stated on the certificates presented, only those issued up to ninety (90) days prior to the Delivery Date of Envelope 3 will be accepted.
20. If any certificate presented in accordance with the items in Table VI is positive, or if it does not show the updated status of the debt(s), proof of discharge and/or certificates showing the updated status of the legal actions and/or administrative proceedings listed must be presented, dated no more than 90 (ninety) days prior to the Delivery Date of Envelope 3.
 - 20.1. The documents provided for in item 20 above shall not, under any circumstances,

replace the presentation of the certificates listed in Table VI, and are intended to allow the Special Bidding Commission to verify the possible fiscal regularity of the Bidder or member of the Consortium, regardless of what is indicated in the certificate, if the tax has been paid or its enforceability has been suspended.

21. Proof of request for certificates will not be accepted.
22. The certificates required in Table VI must consider the legal nature of each Bidder, and Bidders may demonstrate, with justification, the absence of any obligation to submit any requirement by means of a letter written and signed by a legal representative or Accredited Representative, in accordance with the legislation and the terms of this Notice.

Individual Bidder – Technical Qualification

23. The Bidder must submit the following documents to prove its technical qualification:

Table VII – Documents relating to technical qualification	
No	Document
1	<p>For the purposes of technical and operational qualification A, prove aptitude for performing activities that are relevant and compatible in terms of characteristics, quantities, and deadlines with the object of the Bid, by submitting certificate(s) of technical capacity, in the name of the individual Bidder or Bidder organized in a Consortium, issued by legal entities under public or private law, or by a regulatory and/or supervisory body, proving:</p> <ol style="list-style-type: none"> I. Previous experience in participating in infrastructure projects in which it has made investments of at least R\$ 200,000,000.00 (two hundred million reais) on the base date of the month preceding the Delivery Date of Envelope 3, with its own or third-party funds; <u>or</u> II. The raising of financing for infrastructure projects of at least R\$ 200,000,000.00 (two hundred million reais) on the base date of the month preceding the Delivery Date of Envelope 3, to fulfill the financial obligations assumed, through long-term financing.
2	<p>For the purposes of technical and operational qualification B, prove aptitude for performing activities that are relevant and compatible in terms of characteristics, quantities, and deadlines with the object of the Bid, by presenting certificate(s) of technical capacity, in the name of the Bidder (individual or organized in a Consortium), issued by legal entities under public or private law, or by a regulatory and/or supervisory body, proving that in the month prior to the Delivery Date of Envelope 3, the Bidder has previous experience in the following services:</p> <ol style="list-style-type: none"> I. Construction, renovation, and/or expansion of 30,000 m² (thirty thousand square meters) of hospital facilities, including, but not limited to, the execution of electrical, hydraulic, medical gas, emergency system, and



Table VII – Documents relating to technical qualification	
No	Document
	building automation services; <u>and</u>
II.	<p>Management and operation of non-clinical services in a medium and/or high-complexity healthcare facility, in accordance with the guidelines of the Brazilian Unified Health System – SUS, subject to the following conditions:</p> <p>a. The healthcare facility must be accredited at least at Level 2 – Full Accreditation (Acreditado Pleno) by the Organização Nacional de Acreditação (ONA – National Accreditation Organization), in the hospital services category, or hold an equivalent national or international accreditation granted by an organization recognized by the International Society for Quality in Health Care – ISQua, with the following requirements:</p> <p>i. In cases where the accreditation has three or more levels, certification must be at least at the intermediate level; and</p> <p>ii. In cases where the accreditation has up to two levels, certification must be at the highest level;</p> <p>ii. A minimum number of 250 (two hundred and fifty) operational beds, duly verified through the National Registry of Health Facilities (Cadastro Nacional de Estabelecimentos de Saúde – CNES);</p> <p>b. The management and operation of non-clinical services must have been performed continuously for a period of at least 12 (twelve) months.</p>

24. For the purposes of proving compliance with **technical and operational qualification A:**

- I. For the purposes of Table VII, No. 1, "I", assets in the health, telecommunications, transportation or transportation logistics, energy, fuel production, distribution or refining, basic sanitation, education, ports, prisons, housing, arenas, stadiums, airports, bus , shopping malls, and public service provision sectors.
- II. For the purposes of Table VII, No. 1, "I" and "II," the amount of funds raised by the Bidder for the construction, renovation, expansion, acquisition, installation of equipment, or for the modernization and efficiency of the infrastructure and services related to the certified project will be considered as the investment value.
- III. To meet the requirements of Table VII, No. 1, "I" and "II", the sum of certificates will be accepted, provided that the following conditions are met:
 - a. Participation in at least one project in which the Bidder has made an

investment or raised at least 50% (fifty percent) of the amount required in this Notice must be demonstrated;

- b. Participation in other ventures in which the Bidder has invested or raised at least 10% (ten percent) of the amount required in this Notice must be demonstrated to supplement the amount required in item "a" above.
- IV. For the purposes of verifying investment and funding amounts, these will be adjusted by the IPCA (Extended Consumer Price Index) from the date of completion of the investment in the infrastructure project or funding, when expressly indicated in the respective certificate, or, in the absence of such mention, from the date of issue of the certificate, until the month immediately preceding the Delivery Date of Envelope 3;
- V. Each experience used to demonstrate compliance with the requirements in Table VII, No. 1, "I" and "II," must demonstrate that the Bidder has acted for at least 12 (twelve) consecutive months as the entity responsible for the management or administration of an infrastructure project.
- VI. Proof of experience referred to in Table VII, No. 1, "I" and "II," will not be accepted through a certificate issued in the name of a company that the Bidder intends to subcontract.
- 25. For the purposes of proving **technical and operational qualification A** referred to in Table VII, No. 1, item II, long-term financing shall be considered to be financing with a maturity of more than five years.
- 26. For the purposes of proving **technical and operational qualification B** referred to in Table VII, No. 2, "I" and "II," Bidders shall consider the following rules:
 - I. To meet the requirements of Table VII, No. 2, "I" and "II," the sum of certificates will be accepted, provided that the following conditions are met:
 - a. For the experience required for the construction, renovation, and/or expansion of a hospital unit, as referred to in Table VII, No. 2, "I," the sum of quantities to reach the required square meters will be allowed, provided that at least one of the certificates proves that the Bidder has performed at least 50% (fifty percent) of the total quantity required for the experience;
 - b. For the experience required in the management and operation of non-care services in medium and/or high complexity health units, as referred to in Table VII, No. 2, "II," the sum of certificates will be allowed, provided that at least one of the certificates proves that the Bidder has managed and operated non-care services in medium and/or high complexity health units with at least 150 (one hundred and fifty) operational beds, that is, effectively available for hospitalization, with all the necessary care resources, duly proven by the National Register of Health Establishments (CNES).

- II. To prove the required experience in the management and operation of non-care services in a medium and/or high complexity health facility, as referred to in Table VII, No. 2, "II," Bidders must demonstrate experience, either through direct provision, as a subcontractor, or as provided for in item 28, in the sterilization/disinfection of hospital materials and, additionally, in at least three of the following activities:
- a. Supply and/or maintenance of hospital furniture and/or equipment;
 - b. Cleaning of the health facility;
 - c. Hospital laundry;
 - d. Implementation and operation of a computer system for health facility management;
 - e. Nutrition;
 - f. Electrical and/or air conditioning maintenance in healthcare facilities.
- III. The sum of certificates to prove the activities mentioned in Clause 26, item II, of Annex III (Qualification Documents) will not be accepted. A single certificate must show the simultaneous performance of the activity of sterilization/disinfection of hospital materials and, additionally, at least three others among those listed in the aforementioned item, with the number of beds being proven only by the sum of certificates, in accordance with the conditions of Clause 26, item I, subitem "b" of Annex III (Qualification Documents).
- IV. The experience required in Table VII, No. 2, "I" and "II" may be proven by means of a certificate issued in the name of the company that the Bidder intends to subcontract.
- V. In the case of submission of a certificate in the name of a company that the Bidder intends to subcontract, the following guidelines must be observed:
- a. The company to be subcontracted must be linked to the Bidder by means of a letter or letter of intent signed by both parties, indicating that, in the event of the Bidder's success, the company will assume the obligation to participate in the Concession through its own contract, which will be presented as a condition for signing the Administrative Concession Contract, in accordance with the provisions of item 19.2.5 of the Notice.
 - b. The subcontracted company must have the link referred to in the previous paragraph on the date of delivery of Envelope 3.
 - c. The subcontracted company is not prohibited from having a relationship with more than one Bidder on the date of delivery of Envelope 3.

- d. The subcontracted company's relationship may be established with the Bidder's parent company and/or subsidiary, whether Brazilian or foreign.
 - e. The company that the Bidder intends to subcontract cannot have been penalized for unsuitability or impediment to bid with the Government of Mato Grosso do Sul, nor can it be registered in the National Register of Penalized Companies (CNEP) and the National Register of Unsuitable and Suspended Companies (CEIS) (CEIS), or be subject to any of the other circumstances provided for in Clause 8.5 of the Bid Notice.
27. Proof of technical qualification in Table VII, nos. 1 and 2, involving **technical and operational qualifications A and B**, may be provided by means of certificates issued in the name of a Controlled, Controlling, Affiliated, and/or companies under the common control of the Bidder, directly or indirectly, and of a foreign parent company of a Brazilian subsidiary, provided that the situation (of a Controlled, Controlling, Affiliated company and/or companies under common control, directly or indirectly, and of a foreign parent company of a Brazilian subsidiary) is duly proven and remains in force until the Date of Delivery of Envelope 3.
- I. The relationship between the Bidder and the company holding the documents proving the experience must be proven by presenting:
 - a) Organizational chart of the economic group, showing the corporate relationship(s) between the Bidder and the company holding the supporting documents; and
 - b) Corporate documents, in accordance with applicable legislation, which support the corporate relationships indicated in that organizational chart, such as articles of association, bylaws, share registers (including book-entry shares), share transfer registers (including book-entry shares), and shareholder agreements.
 - II. In the case of investment funds, certificates issued in the name of investment funds or companies controlled by investment funds under the same manager as the Bidder will be accepted, provided that the manager has acted in this capacity during the period of verification of the experience to be proven.
 - III. Companies providing technical qualification experience cannot have been penalized for unsuitability or prevented from bidding with the Government of Mato Grosso do Sul, nor can they be registered in the National Register of Penalized Companies (CNEP) and the National Register of Unsuitable and Suspended Companies (CEIS) (CEIS) or be subject to any of the other circumstances provided for in Clause 8.5 of the Bidding Notice.
28. Proof of prior experience in performing the activities referred to in Table VII, nos. 1 and 2, by the Bidder, for the purposes of meeting **technical and operational qualifications A and B**, may be provided by presenting certificates or attestations issued in the following terms:

- I. If the holder of the experience(s) is individually responsible for the project, the total value of the quantities provided in the supporting document(s) will be considered.
 - II. If the holder(s) of the experience(s) has/have acted in the venture as shareholder(s) with a stake of 50% (fifty percent) or more, the total value of the investment(s) or financing(s) contained in the supporting document(s) will be calculated.
 - III. In the event that the holder(s) of the experience(s) has/have acted in the venture as shareholder(s) with a stake of less than 50% (fifty percent), the proportion of their participation in the respective investment will be observed, applying this proportion to the total value of the investment(s) or financing(s) contained in the supporting document(s).
 - IV. If the holder(s) of the experience(s) has/have acted in the venture as a consortium member(s), the following rule shall be observed:
 - a. In the case of submission of supporting documentation in which the Bidder has acted as a consortium member, if the certificate identifies the activity performed by each consortium member individually, the proportion of the Bidder's participation in the respective consortium will be observed.
 - b. If the certificate or the consortium's articles of association do not identify the activity performed by each consortium member individually, the following criteria will be adopted in the evaluation of their technical qualification:
 1. If the certificate was issued in favor of a homogeneous consortium, the attested experiences shall be recognized for each consortium member in proportion to its participation in the consortium;
 2. If the certificate was issued in favor of a heterogeneous consortium, the attested experience shall be recognized for each consortium member according to their respective fields of activity.
 - c. For the purpose of proving the percentage of participation of the consortium member, if this is not expressly stated in the certificate or attestation, a copy of the consortium's articles of incorporation must be attached to the certificate or attestation.
29. The following will be accepted as supporting documents for the purposes of meeting **technical and operational qualifications A and B**, of previous experience in performing the activities referred to in Table VII, nos. 1 and 2:
- I. Declarations or certificates provided by public or private legal entities contracted to execute the project;
 - II. Statements or certificates provided by financial institutions that have granted any

financing, provided that the respective venture and the amounts obtained are mentioned;

- III. Presentation of public or private debenture issuance deeds;
 - IV. Proof of issuance of shares on the open capital market; and/or
 - V. Proof of the establishment of an investment fund and its link to the venture.
30. For standardization purposes, it is recommended that the certificates contain, without limitation, the following information, or be accompanied by it:
- I. Purpose;
 - II. Characteristics of the activities and services performed;
 - III. Total value of the venture and percentage of participation of the Bidder or consortium member;
 - IV. Start and end dates for the activities and services;
 - V. Start and end dates of the company's participation in the consortium, when the certificate has been issued on behalf of a consortium;
 - VI. Description of the activities carried out in the consortium, when the certificate has been issued in the name of a consortium;
 - VII. Technical team responsible;
 - VIII. Location where the activities and services are performed;
 - IX. Company name of the issuer; and
 - X. Name and identification of the signatory.
31. The absence of the information described in item 30 above (Qualification Documents) shall not constitute an irregularity in the certificate or disqualification of the Bidder, but may lead to the Special Bidding Commission taking steps to supplement the information contained in the documents already submitted by the bidders, pursuant to Article 64, I, of Federal Law No. 14,133/2021.
32. The certificates or attestations may refer to ongoing contracts, provided that the technical characteristics of the object already completed are compatible with the object of this Bid, and provided that the minimum deadlines set forth in the Notice are respected.
33. The documents and certificates must be issued by public or private entities, on the declarant's letterhead, with identification of its legal representative and information for possible contact by the Special Bidding Commission, in addition to registration by the

councils that regulate the exercise of the respective professions, when the activity so requires.

34. In the case of corporate changes and mergers, incorporations, or spin-offs of companies, certificates will only be considered if accompanied by unequivocal documentary evidence of the definitive transfer of technical assets.
35. The accuracy, completeness, and/or detail of the information contained in the certificates may be confirmed through due diligence, carried out at the discretion of the Special Bidding Commission, including to clarify the pre-existing situation of the Bidder(s) or company(ies) that the Bidder(s) intends to subcontract, as well as to assess qualitative aspects of the experiences presented, in order to ensure the adequate use of the experience in relation to the object of the Contract, including, for example, the analysis of the history of penalties applied to the Bidder(s) or company(ies) that the Bidder(s) intends to subcontract or the performance in the execution of the attested experience.
36. In the event of Clause 35 of Annex III (Qualification Documents), if the issuer of the Certificate does not confirm the veracity or content of the information provided, or even presents relevant reservations regarding the quality of the services performed, the Special Bidding Committee will notify the Bidder to replace the certificate within three (3) business days, failing which it will be disqualified, without prejudice to the penalties provided for in the Notice.

Individual Bidder – Other Documents

37. The Bidder must submit the statements contained in Annex I (Model I.e) and, in the case of a foreign legal entity Bidder, must additionally submit the Statement contained in Annex I (Model I.f).
38. All declarations must be submitted together with documents that prove the powers of the signatories, and such documents may be waived if the Bidder has already submitted a document for legal qualification and/or accreditation purposes.

Bidder Consortium

39. Bidders formed as a Consortium must submit all the documents listed in the previous items of this Annex III for each of the consortium members, as applicable, in accordance with item 8.3 of the Notice and, in the case of foreign legal entity Bidders, the provisions of item 8.6 of the Notice.
40. In addition to the documents provided for in the items above, the Consortium must submit the following document:

Table VIII – Additional document relating to the legal qualification of the Consortium

Document
<p>Term of Commitment for the Constitution of the Consortium and the Constitution of the SPE, containing, at a minimum:</p> <ul style="list-style-type: none"> • The purpose of the Consortium, which shall be exclusively to participate in the Bid; • Name of the Consortium; • Qualification of the consortium members; • Composition of the Consortium, respective shares of the members, and future commitment regarding the participation of each member in the SPE; • Indication of the lead company that will be responsible for representing the Consortium before the Granting Authority until the date of the Contract execution, which must hold at least 50% (fifty percent) participation in the bidding Consortium; • Express granting of powers to the leader to receive summons and respond administratively and judicially for all acts performed by the Consortium; • Express granting of powers to the leader, irrevocable and irreversible, to perform all acts related to participation in the Bid, including, but not limited to, powers to conduct all communications, sign statements and other documents, offer and ratify bids and proposals, agree to conditions, compromise, appeal and withdraw appeals, enter into contracts, sign any documents related to the Bid; and • Express declaration by all consortium members of acceptance of joint and several liability, pursuant to Article 15, item V, of Federal Law No. 14,133/2021, with regard to the object of the Bid, fully covering all obligations assumed in this Bid, from the Date of Delivery of Envelope 3 until the final deadline for returning the Bid Bond to the Bidder, in accordance with the guidelines set forth in the Notice; and • Obligation to respond jointly and severally, in accordance with the Law, in all matters concerning the Bid, until the minimum share capital of the SPE defined in the Contract has been paid up.

Annex IV: Model Letter of Presentation of the Economic Proposal

[location], [●] of [●] of [●]

To the Special Bidding Committee

Ref.: SES Bid Notice No. 001/2025 – Economic Proposal

Dear Sirs,

[Bidder] (“Bidder”), through its legal representative(s), in response to the call for bids dated [●] of [●] of [●] in SES Bid Notice No. 001/2025, hereby submits its Economic Proposal for the execution of the object of the Bid in question, under the following terms:

Total amount of Installments A and B of the Maximum Public Consideration for the Bid
R\$ [-]

We expressly declare that:

- I. This Financial Proposal is valid for 180 (one hundred and eighty) days from the Date of Delivery of Envelopes 1 and 2, as specified in the Notice;
- II. The Economic Proposal includes all costs for compliance with labor rights guaranteed in the Federal Constitution, labor laws, infralegal norms, collective bargaining agreements, and conduct adjustment terms in force on the Date of Delivery of Envelopes 1 and 2, made available within the scope of the Bid, pursuant to Article 63, §1, of Federal Law No. 14,133/2021;
- III. The Economic Proposal hereby presented 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 actual participant in the Bid, by any means or by any person;
- IV. We have not attempted, by any means or by any person, to influence the decision of any other potential or actual participant in the Bid as to whether or not to participate in the aforementioned event;
- V. The content of the Financial Proposal hereby submitted will not be, in whole or in

part, directly or indirectly communicated or discussed with any other potential or actual participant in the Bid before the Award of the object of the Bid;

- VI. The content of the Economic Proposal hereby submitted has not been, in whole or in part, directly or indirectly, disclosed, discussed, or received by any member of the Government of the State of Mato Grosso do Sul, whether from the Direct or Indirect Administration, prior to the official opening of the Economic Proposal;
- VII. We agree, in full and without any restrictions, with the contract conditions established in the Notice in question;
- VIII. We confirm that we are fully aware of the Concession Area now being tendered, as well as the conditions for the execution of the works, knowing the Contract and its Annexes, having processed all the relevant analyses for participation in the Bid;
- IX. We hereby assume full responsibility for carrying out the work in accordance with the provisions of the Concession Contract and other applicable legal instruments; and,
- X. We fully comply with all obligations and requirements contained in the Notice in question.

[location], [DATE].

[Bidder]

[Legal Representative(s)/Accredited Representative(s)]

Annex V: Economic Proposal Ratification Template

[location], [DATE].

To the Special Bidding Committee

Ref.: SES Bid Notice No. 001/2025 – Economic Proposal

Dear Sirs,

[Bidder] ("Bidder"), through its legal representative(s), for the purposes of the Notice, hereby ratifies its Economic Proposal, proposing, unconditionally, irrevocably, and irreversibly, the sum of Installments A and B of the Maximum Public Consideration for the Bid of R\$ [--] (--), in accordance with the terms and conditions set forth in the Notice.

[location], [DATE].

[Bidder]

[Legal Representative(s)/Accredited Representative(s)]

Annex VI: B3 Procedures Manual
[This Annex will be presented in a separate file]

Annex VII: Draft Contract

[This Annex shall be submitted in a separate file]