

INTERNATIONAL COMPETITION No. 1/2025

**International Competition for the ADMINISTRATIVE CONCESSION FOR THE
CONSTRUCTION, EQUIPPING, OPERATION, MAINTENANCE AND PROVISION OF
SERVICES OF THE HOPE HEALTH COMPLEX**

PUBLIC NOTICE

PUBLIC NOTICE NO. 1/2025

ADMINISTRATIVE PROCEEDING: 2270.01.0017059/2025-73

RELATED ENTITY: HOSPITAL FOUNDATION OF THE STATE OF MINAS GERAIS (FHEMIG)

CATEGORY: International Competition.

AWARD CRITERIA: Lowest amount of the MAXIMUM ANNUAL AVAILABILITY PAYMENT to be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE.

OBJECT: Selection of the most advantageous proposal for the execution of an ADMINISTRATIVE CONCESSION CONTRACT FOR THE CONSTRUCTION, EQUIPPING, OPERATION, MAINTENANCE AND PROVISION OF SERVICES OF THE HOPE HEALTH COMPLEX, with the units of the HOSPITAL COMPLEX and LACEN, observing all the rules and conditions of this PUBLIC NOTICE and its ANNEXES.

According to the definition contained in ANNEX 14 – LIST OF DEFINITIONS, THE SERVICES are characterized as the non-finalistic support activities for the operation of the HOPE HEALTH COMPLEX, which are part of the object of the CONCESSION, which do not include, under any circumstances, the health care and/or laboratory surveillance services.

CONTRACTUAL TERM: 30 (thirty) years from the EFFECTIVENESS DATE, in accordance with the Law and this PUBLIC NOTICE.

ESTIMATED VALUE OF THE CONTRACT: BRL 2,416,163,256.69 (two billion, four hundred and sixteen million, one hundred and sixty-three thousand, two hundred and fifty-six reais and sixty-nine cents), referenced to March 2025.

The BIDDER must deliver, in the manner established in this PUBLIC NOTICE: ENVELOPE No. 1 – BID GUARANTEE, ENVELOPE No. 2 – ECONOMIC PROPOSAL and ENVELOPE No. 3 – QUALIFICATION DOCUMENTS.

ENVELOPE DELIVERY DATE:

Date: September 16, 2025.

Time: 10 am to 12 pm Brasilia time.

Location: Rua XV de Novembro, 275, Centro, São Paulo/SP, B3 Headquarters.

DATE OF THE PUBLIC SESSION:

Date: September 19, 2025.

Time: 10 am, Brasilia time.

Location: Rua XV de Novembro, 275, Centro, São Paulo/SP, B3 Headquarters.

FOR ACCESSING THE PUBLIC NOTICE AND ITS RELATED INFORMATION:

The PUBLIC NOTICE and other documents may be accessed through the National Public Procurement Portal – PNCP (<https://www.gov.br/pncp/pt-br>) or through the websites of FHEMIG (<https://www.fhemig.mg.gov.br>), FUNED (<https://www.funed.mg.gov.br>) and the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>), as of June 18, 2025.

Interested individuals should consult the electronic pages above to follow up on notices, any changes and scanned versions of documents produced within the scope of the event.

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PREAMBLE

The State of Minas Gerais, through the Hospital Foundation of the State of Minas Gerais ("FHEMIG"), located in the Administrative City of Minas Gerais, Rodovia Papa João Paulo II, nº 4001 Edifício Gerais, 13th floor, Bairro Serra Verde, Belo Horizonte, MG, CEP 31.630-900, registered with the CNPJ No. 19.843.929/0001-00, hereby makes public, through this PUBLIC NOTICE, the establishment of a TENDER, in the COMPETITION category, a closed and open dispute mode, to be judged by the criteria of the lowest value of the MAXIMUM ANNUAL AVAILABILITY PAYMENT, for the selection of the most advantageous proposal for the delegation, through CONCESSION, of the CONSTRUCTION, EQUIPPING, OPERATION, MAINTENANCE AND PROVISION OF SERVICES of the HOPE HEALTH COMPLEX, observing all the rules and conditions of this PUBLIC NOTICE and its annexes.

The CONCESSION object of this PUBLIC NOTICE was included in the Concessions and Public-Private Partnerships Policy of the State of Minas Gerais – PPPMG, through the Resolution of the Public-Private Partnerships Management Committee – CGPPP No. 01, of August 21, 2023, and was validated by the CGPPP, through the Resolution of the Public-Private Partnerships Management Committee – CGPPP No. 07, of July 10, 2025, pursuant to State Decree No. 48,670, of August 7, 2023.

The TENDER will be processed and judged by the CONTRACTING COMMITTEE, regularly established by Presidential Ordinance No. 3,424, of June 17, 2025, pursuant to State Decree No. 48,587/23, and it is responsible for conducting the necessary work to carry out the TENDER, in compliance with the rules, procedures and deadlines established in this PUBLIC NOTICE.

The announcement of the opening of the TENDER was published in the Official Gazette of the State of Minas Gerais – DOE. It was also published in the PNCP.

The TENDER was preceded by public consultation, pursuant to the sole paragraph of article 10, VI, of Federal Law No. 11,079/2004, in the period from December 24, 2024 to February 3, 2025, through the availability of technical studies, the draft TENDER and its annexes on the following websites: <https://www.fhemig.mg.gov.br>, <https://www.funed.mg.gov.br>, <http://www.parcerias.mg.gov.br>, <https://www.consultapublica.mg.gov.br/>, duly published in the DOE, edition of December 24, 2024 (Year 132, No. 254), in the newspaper Estado de Minas and Folha de São Paulo, in the editions of December 24, 2024, as a way to provide opportunities for the broad participation of society in the modeling of the concession.

The TENDER was preceded by a public hearing, pursuant to article 21 of Federal Law No. 14,133/2021, held on January 20, 2024, in person, with virtual transmission on the Youtube channel of the GRANTING AUTHORITY, at the headquarters of the Administrative City of Minas Gerais duly disclosed in the DOE, edition of January 7, 2024 (Year 133, nº 3), and on the website <https://www.fhemig.mg.gov.br>, <https://www.funed.mg.gov.br> and <http://www.parcerias.mg.gov.br>.

The entire content of the PUBLIC NOTICE and its constituent elements will be available for download on the website of FHEMIG ([https:// www.fhemig.mg.gov.br](https://www.fhemig.mg.gov.br)), FUNED (<https://www.funed.mg.gov.br>), the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>), and the PNCP (<https://www.gov.br/pncp/pt-br>) pursuant to article 54, *caput* and paragraph 2, of Federal Law No. 14,133/2021.

When withdrawing this PUBLIC NOTICE and its ANNEXES, the BIDDER must make sure that it has downloaded all the documentation related to the TENDER, and any subsequent allegation of insufficiency or lack of knowledge of documents is prohibited.

Information about the PROJECT will be available for analysis on the websites of the GRANTING AUTHORITY (<https://www.fhemig.mg.gov.br>), the Ezequiel Dias Foundation – Funed (<https://www.funed.mg.gov.br>), entities linked to the State Department of Health – SES/MG, and the PPP Unit of the State of Minas Gerais (<http://www.parcerias.mg.gov.br>) and in the PROJECT Data Room. To access the Data Room with studies and referential and non-binding documents, interested parties must send a message to the address mghope@ifc.org. The message must contain the name, company, and email address of everyone who wants to have access to the platform.

The CONTRACTING COMMITTEE may request assistance from members of the GRANTING AUTHORITY, as well as from SES/MG, Funed, Secretariat of Infrastructure, Mobility and Partnerships – Seinfra/MG, Minas Gerais Development Company – Codemge, and the Attorney General of the State of Minas Gerais – AGE/MG for the performance of its activities. The CONTRACTING COMMITTEE may also seek support from Brasil, Bolsa, Balcão – B3.

In addition to the prerogatives that implicitly arise from its legal function, as provided in State Decrees No. 48,587/2023 and No. 48,670/2023, the CONTRACTING COMMITTEE may, in accordance with the provisions of items 10.2 and 11.5 of this PUBLIC NOTICE, at its discretion:

- a) request the BIDDERS, at any time, to complement information about the DOCUMENTATION already presented, provided that it is necessary to ascertain facts existing at the time of the opening of the bid proceeding;
- b) request an update of documents whose validity has expired, provided that such expiration occurs only after the delivery of the DOCUMENTATION;
- c) remedy errors or flaws that do not alter the substance of the DOCUMENTATION and its legal validity;
- d) to carry out diligences for the purpose of clarification and remediation of formal flaws that do not alter the substance of the DOCUMENTATION and its legal validity;

- e) extend the deadlines referred to in this PUBLIC NOTICE, in cases of public interest and/or the occurrence of cases of fortuitous event or force majeure.

The TENDER must observe the order of events indicated in the table below, and the dates, if necessary, may be extended:

Event	Event Description	Date
1	Publication of the notice	August 18, 2025
2	Deadline for scheduling a technical visit	September 5,2025
3	Deadline for performing the technical visits	September 10, 2025
4	Deadline for submitting requests for clarification	August 12, 2025
5	Deadline for disclosure of responses to the requests for clarification	September 15,2025
6	Deadline for filing a challenge to the notice	September 10, 2025
7	Deadline for deciding on the challenges	September 15, 2025
8	ENVELOPES DELIVERY DATE - Receipt, by the CONTRACTING COMMITTEE, of ENVELOPE No. 1 – BID GUARANTEE, ENVELOPE No. 2 – ECONOMIC PROPOSAL and ENVELOPE No. 3 – QUALIFICATION DOCUMENTS	September 16, 2025, from 10 am to 12 pm
9	Disclosure of the result of the analysis of ENVELOPE No. 1 – BID GUARANTEE	September 17, 2025
10	PUBLIC SESSION Opening of ENVELOPE No. 2 – ECONOMIC PROPOSAL of the BIDDERS whose ENVELOPES No. 1 have been accepted. Classification of ECONOMIC PROPOSALS. Open stage, if applicable. Classification of the best proposal. Opening of ENVELOPE No. 3 – QUALIFICATION DOCUMENTS of the BIDDER whose ECONOMIC PROPOSAL is provisionally ranked first.	September 19, 2025, at 10 am

11	Publication of the decision related to ENVELOPE No. 3 – QUALIFICATION DOCUMENTS of the bidder provisionally ranked first.	September 26, 2025
12	Publication of the minutes of the judgment and opening of the appeal period	September 26, 2025
13	Deadline for submission of grounds of appeal, disclosure of appeals filed and beginning of the period for submission of counter appeals	October 1, 2025
14	Deadline for filing counter appeals	October 6, 2025
15	Publication of the judgment of the appeals	October 23, 2025
16	Publication of the acts of the tender's approval and award and beginning of the period for proof of compliance, by the TENDERER, with the conditions prior to the signing of the CONTRACT	October 23, 2025
17	Deadline for proof of compliance, by the TENDERER, with the conditions prior to the signing of the CONTRACT	December 22, 2025
18	Maximum expected date for signing the CONTRACT	February 20, 2026

1. INTERPRETATION OF THE PUBLIC NOTICE

- 1.1. Unless expressly provided otherwise, the terms, phrases and expressions, when used in this PUBLIC NOTICE, ANNEXES and APPENDIXES, and written in capital letters, shall be understood and interpreted in accordance with the meanings set forth in ANNEX 14 – LIST OF DEFINITIONS, and may be used both in the plural and in the singular, without any change of meaning.
- 1.1.1. The titles of the chapters and items of the PUBLIC NOTICE should not be used in its application or interpretation.
- 1.1.2. In the event of a divergence between the PUBLIC NOTICE and the ANNEXES, the provisions of the PUBLIC NOTICE shall prevail.

2. APPLICABLE LAW

- 2.1. This TENDER is governed by the rules contained in this PUBLIC NOTICE and its ANNEXES, as well as, as applicable, by the rules that govern the matter, in particular: (i) Constitution of the Federative Republic of Brazil of 1988 – CF/88; (ii) Constitution of the State of Minas Gerais of 1989; (iii) Federal Law No. 8,987/1995; (iv) Federal Law No. 11,079/2004; (v) State Decree No. 48,670/2023; (vii) State Law No. 13,994/2001; (ix) State Decree No. 47,524/2018; and, in the alternative, by Federal Law No. 14,133/2021, by State Law No. 14,184/2022 and by State Decree No. 48,587/2023.

3. DOCUMENTS INCLUDED IN THE PUBLIC NOTICE

- 3.1. The following ANNEXES and APPENDIXES are part of this PUBLIC NOTICE, as inseparable parts:

- a. APPENDIX 1.1: Templates for Letters and Statements;
- b. APPENDIX 1.2: B3 Procedures Manual;
- c. ANNEX 1: Draft Administrative Concession Contract;
- d. ANNEX 2: Concession Area;
- e. ANNEX 3: Concession Phases;
- f. ANNEX 4: Minimum Social and Environmental Guidelines;
- g. APPENDIX 4.1: Schedule for the Implementation of Social and Environmental Programs;
- h. APPENDIX 4.2: Registration Form of Environmental Liabilities;
- i. ANNEX 5: Minimum Guidelines for Projects and Works;
- j. APPENDIX 5.1: Need Programs;
- k. APPENDIX 5.2: Implantation Plans;
- l. ANNEX 6: Equipment and Furniture;
- m. ANNEX 7: Specifications;
- n. ANNEX 8: Key Performance Standards;
- o. ANNEX 9: Inspection Agents;
- p. ANNEX 10: Payment Mechanism;
- q. ANNEX 11: Payment Agent and Account Administrator Appointment Contract;
- r. ANNEX 12: Governance;
- s. ANNEX 13: Investment Schedule;
- t. ANNEX 14: List of Definitions;
- u. ANNEX 15: Articles of Incorporation of the Concessionaire;
- v. ANNEX 16: Economic Proposal;
- w. ANNEX 17: Insurance Policies.

- 3.2. The content of this PUBLIC NOTICE, ANNEXES and APPENDIXES listed in item 3.1 is binding on the PARTIES, except when expressly provided otherwise.
- 3.3. The information, studies, research, investigations, surveys made available by the GRANTING AUTHORITY within the scope of this TENDER, as supporting documents, are merely referential, and do not give rise to any liability of the GRANTING AUTHORITY for any purpose.

4. SCOPE

4.1. The scope of the TENDER is the selection of the best proposal for the delegation, through CONCESSION, of the construction, equipping, operation, maintenance and provision of the SERVICES of the HOPE HEALTH COMPLEX according to the specifications contained in the PUBLIC NOTICE, its ANNEXES and APPENDIXES.

4.1.1. According to the definition contained in ANNEX 14 – LIST OF DEFINITIONS, THE SERVICES are characterized as the non-finalistic support activities for the operation of the HOPE HEALTH COMPLEX, which are part of the scope of the CONCESSION, which do not include, under any circumstances, the health care and/or laboratory surveillance services.

4.2. The term of the CONTRACT will be 30 (thirty) years, counted from the EFFECTIVENESS DATE, and may be extended under the terms defined by the CONTRACT.

4.3. The estimated value of the CONTRACT is BRL 2,416,163,256.69 (two billion, four hundred and sixteen million, one hundred and sixty-three thousand, two hundred and fifty-six reais and sixty-nine cents), referenced to March 2025, corresponding to the net present value of the sum of the CAPEX BUYDOWN PAYMENT and the installments of the MAXIMUM ANNUAL AVAILABILITY PAYMENT to be earned by the CONCESSIONAIRE during the CONTRACTUAL TERM.

4.3.1. The estimated value of the CONTRACT is a merely referential estimate and cannot be invoked by the BIDDER for any purposes, nor by the CONCESSIONAIRE to support claims to restore the economic and financial balance.

5. ACCESS TO THE PUBLIC NOTICE

5.1. The PUBLIC NOTICE, its ANNEXES and APPENDIXES will be available in the manner established in the Preamble.

5.2. The GRANTING AUTHORITY will not be responsible for any documents, information, spreadsheets, forms, studies and projects obtained or disclosed in a manner other than that established in the Preamble.

- 5.3. Obtaining or accessing the TENDER will not be a condition for participation in the TENDER, assuming full knowledge of the terms and conditions of the TENDER and CONCESSION by the BIDDER, attested by the presentation of a statement under the terms of item 15.1.5 of the TENDER.
- 5.4. The BIDDERS are responsible for the direct analysis of the conditions of the INFRASTRUCTURE DEPLOYMENT and the provision of the SERVICES, as well as all the data and information necessary for the operation of the CONCESSION.

6. REQUESTS FOR CLARIFICATION AND CHALLENGES TO THE TENDER

- 6.1. If any interested party needs additional clarifications, they must request them from the GRANTING AUTHORITY, to the attention of the CONTRACTING COMMITTEE, written in Portuguese, until the date provided for in the table contained in the Preamble, by message sent to the electronic address ppp.complexohope@fhemig.mg.gov.br, with the title "Solicitação de Esclarecimentos – Complexo de Saúde Hope", containing a file, in PDF format, with the questions formulated according to the model that is part of the APPENDIX 1.1.
 - 6.1.1. All requests for clarification will be considered made on the date of receipt, except if the request is made after 11:59 p.m. (eleven hours and fifty-nine minutes post meridiem, Brasília time).
 - 6.1.2. Requests for clarification made after 11:59 p.m. (eleven hours and fifty-nine minutes post meridiem, Brasilia time) will be considered made, for all purposes, including for the timely conference, on the immediately following business day.
 - 6.1.3. The CONTRACTING COMMITTEE will not respond to requests for clarification sent after the deadline provided for in the Preamble or in non-compliance with the provisions of item 6.1.
 - 6.1.4. The clarifications provided by the CONTRACTING COMMITTEE will be published on the website of FHEMIG (<https://www.fhemig.mg.gov.br>), FUNED (<https://www.funed.mg.gov.br>) and the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>), until the date provided for in the table contained in the Preamble, limited to the last business day prior to the ENVELOPE DELIVERY DATE, without identification of the requester of the requests for clarification.
 - 6.1.5. If there is a change in the ENVELOPE DELIVERY DATE set, the request for clarification may be submitted by the interested parties within 15 (fifteen) business days prior to the new ENVELOPE DELIVERY DATE fixed.

- 6.1.6. Under penalty of losing this right, any challenge to the PUBLIC NOTICE must be sent to the electronic address ppp.complexohope@fhemig.mg.gov.br, with the title "Impugnação ao Edital – Complexo de Saúde Hope ", containing the full challenge in file ".pdf", until the date provided for in the table contained in the Preamble.
- 6.1.7. If there is a change in the ENVELOPE DELIVERY DATE, the challenge must be filed within 3 (three) business days before the new ENVELOPE DELIVERY DATE set.
- 6.1.8. Any challenge to the notice whose respective message has been received until 11:59 p.m. (eleven hours and fifty-nine minutes post meridiem, Brasilia time) of the deadline for challenge to the notice provided for in the Preamble will be considered received in a timely manner.
- 6.1.9. Any challenge to the notice sent after 11:59 p.m. (eleven hours and fifty-nine minutes post meridiem, Brasilia time) will be considered made, for all purposes, including for the timely check, on the immediately following business day.
- 6.2. Challenges must be addressed to the CONTRACTING COMMITTEE and must be accompanied by a copy of the identity document of its signatory and, when made in the name of a legal entity, also with proof of the signatory's powers.
- 6.2.1. The CONTRACTING COMMITTEE will not respond to the challenge sent after the deadline provided for in the Preamble or in non-compliance with the provisions of item 6.2.
- 6.2.2. The challenge and the respective decision rendered by the CONTRACTING COMMITTEE will be made available on the website of FHEMIG ([https:// www.fhemig.mg.gov.br](https://www.fhemig.mg.gov.br)), FUNED (<https://www.funed.mg.gov.br>) and the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>) until the date provided for in the table contained in the Preamble.
- 6.2.3. If the ENVELOPE DELIVERY DATE is changed, the CONTRACTING COMMITTEE shall publish a decision within 1 (one) business day before the new ENVELOPE DELIVERY DATE.
- 6.3. In the absence of requests for clarification and challenges to the notice, or after they being answered, it will be considered that all the elements provided in the TENDER are sufficiently clear and precise for all acts to be fulfilled within the scope of the TENDER, and there is no right to any subsequent claim by the BIDDERS, since participation in the TENDER implies full and unconditional acceptance of all the terms and conditions of this PUBLIC NOTICE.

- 6.4. For all legal purposes, the responses to requests for clarification and challenges will be an integral part of this PUBLIC NOTICE.
- 6.5. The CONTRACTING COMMITTEE, at its sole discretion, whether as a result of requests for clarifications, challenges to the notice and/or any other reason of public interest, may change the TENDER, at any time, before the ENVELOPE DELIVERY DATE.
- 6.5.1. In the event referred to in item 6.5, the amended PUBLIC NOTICE will be disclosed in the same way as the original text, and the minimum period legally established will be reopened only when the modification affects the formulation of the ECONOMIC PROPOSALS, as provided for in article 55, paragraph 1, of Federal Law No. 14,133/2021.

7. TECHNICAL VISIT

- 7.1. The BIDDER, through duly identified and constituted representative(s), may carry out a technical visit to the CONCESSION AREA, LACEN and the CURRENT HOSPITAL UNITS, in order to ensure the verification of the location of the INFRASTRUCTURE DEPLOYMENT, means of access to the site and full knowledge of the set that forms the object of this TENDER.
- 7.1.1. The technical visit has the exclusive objective of allowing interested parties to obtain the technical subsidies they deem appropriate, so that the GRANTING AUTHORITY will not be held responsible due to insufficient data collected during the technical visit.
- 7.2. Technical visits may be carried out up to 3 (three) business days before the ENVELOPE DELIVERY DATE.
- 7.3. BIDDERS interested in carrying out a technical visit must schedule it with the CONTRACTING COMMITTEE, by means of a request sent to the electronic address ppp.complexohope@fhemig.mg.gov.br, at least 3 (three) business days in advance of the intended date, and must bear all their costs for the visit.
- 7.3.1. In the scheduling request e-mail, the BIDDER must inform the complete identification of the legal entity (corporate name and CNPJ) and the representative(s) who will participate in the visit (name and CPF), in addition to indicating the availability of date and time for its realization.

- 7.3.2. In the request email, the BIDDER must also inform which property it wishes to visit (whether it is the CONCESSION AREA, LACEN or the CURRENT HOSPITAL UNITS)
- 7.3.3. The CONTRACTING COMMITTEE will schedule a different date and time for each BIDDER to carry out the technical visit individually, in the manner established by article 63, paragraph 4, of Federal Law No. 14,133/21, observing, in case of conflict, the priority to scheduling requests made first.
- 7.4. The technical visits will be accompanied by representative(s) specially designated by the GRANTING AUTHORITY.
- 7.5. It will be incumbent on each BIDDER, during the technical visit, to be accompanied by the technicians and specialists it deems sufficient to collect the information it deems necessary, and the requirement of any additional information and clarifications to the GRANTING AUTHORITY, its servers and representatives or users is not allowed.
- 7.5.1. Any clarifications must be requested in writing by the interested parties or BIDDERS in the manner and within the deadline established in this PUBLIC NOTICE.
- 7.5.2. The participation of up to 5 (five) representatives per BIDDER will be allowed, who must be listed in the request, respecting any technical impossibilities, duly justified by the CONTRACTING COMMITTEE.
- 7.6. At the end of the technical visit, the BIDDER will be provided with a copy of the "Technical Visit Certificate", which must be signed by the representative of the GRANTING AUTHORITY and by the duly constituted representative(s) of the BIDDER who participated in it, which must be inserted in ENVELOPE No. 3 – QUALIFICATION DOCUMENTS in the manner required by item 15.1.8 of this PUBLIC NOTICE.
- 7.7. The BIDDER that does not carry out the technical visit must submit, in ENVELOPE No. 3 – QUALIFICATION DOCUMENTS, a statement, in accordance with APPENDIX 1.1., with full knowledge of the object, conditions and peculiarities of the CONCESSION AREA, pursuant to article 63, paragraphs 2 and 3, of Federal Law No. 14,133/2021, assuming, if contracted, full responsibility for any losses resulting from its inadequate verification, and cannot, for this reason, request economic and financial rebalancing of the CONTRACT and/or compensation of any nature.
- 7.8. There is no limitation on the number of visits made by each BIDDER.

- 7.9. The GRANTING AUTHORITY shall keep confidential the list of interested parties who carry out the technical visit, the representatives indicated by the interested parties and the copy of the document containing the respective representation relationship, as well as any other information and/or document that allows the identification of the BIDDERS.

8. CONDITIONS OF PARTICIPATION

- 8.1. Under the terms of the PUBLIC NOTICE, legal entities, Brazilian or foreign, alone or in a CONSORTIUM, including investment funds and supplementary pension entities, may participate in the TENDER.

- 8.2. The following may not participate in the TENDER, alone or in a CONSORTIUM:

- 8.2.1. legal entity declared unsuitable to bid or contract by act of the PUBLIC ADMINISTRATION, as provided for in article 156, item IV, of Law No. 14,133/2021;

- 8.2.2. legal entity prevented from participating in TENDER or contracting with the state PUBLIC ADMINISTRATION, resulting from article 156, item III, of Law No. 14,133/2021;

- 8.2.3. a legal entity that is, at the time of the TENDER, unable to participate in TENDER or administrative contracting as a result of a sanction imposed on it, pursuant to item III of article 14 of Law No. 14,133/2021;

- 8.2.3.1. the above prohibition also applies to the BIDDER that acts in substitution of another person, individual or legal entity, with the purpose of circumventing the effectiveness of the sanction applied to it, including RELATED COMPANY, who has CONTROL over it, or over whom it exercises CONTROL, provided that the unlawful act or fraudulent use of the BIDDER's legal personality is duly proven.

- 8.2.4. legal entity that maintains a technical, commercial, economic, financial, labor or civil relationship with a director of the GRANTING AUTHORITY, or that is its spouse, partner or relative in a direct line, collateral or by affinity, up to the third degree, or with a public agent who performs a function in the TENDER or acts in the inspection or management of the CONTRACT, pursuant to article 14, item IV, of Law No. 14,133/2021;

- 8.2.5. legal entity that has as a partner a public agent of the GRANTING AUTHORITY or third parties who have assisted in the conduct of the TENDER as a support team, specialized professional or

- employee, or representative of a company that has provided technical advice, and situations that may constitute a conflict of interest in the exercise or after the exercise of the position or employment must be observed, under the terms of the legislation that regulates the matter, according to paragraph 1 of article 9 of Law No. 14,133/2021;
- 8.2.6. legal entity whose owner(ies), controller(s) or director(s) are member(s) of the legislative powers of the Union, States or Municipalities or who exercise remunerated function(s) in them, according to item "a" of item II of article 54 and item IX of article 29 of the Constitution of the Federative Republic of Brazil;
 - 8.2.7. controlling, controlled or any kind of RELATED COMPANY, pursuant to Law No. 6,404/1976, competing with each other, pursuant to article 14, item V, of Law No. 14,133/2021;
 - 8.2.8. a legal entity that, in the 5 (five) years prior to the publication of the PUBLIC NOTICE, has been judicially convicted, with res judicata, for exploitation of child labor, for subjecting workers to conditions analogous to slavery or for hiring adolescents in cases prohibited by labor legislation, pursuant to article 14, item VI, of Law No. 14,133/2021;
 - 8.2.9. a legal entity that has been sentenced, by a final and unappealable judgment, to the penalty of interdiction of rights due to the practice of environmental crimes, pursuant to article 10 of Law No. 9,605/1998;
 - 8.2.10. legal entity that is prohibited from contracting with the PUBLIC ADMINISTRATION due to a restrictive sanction resulting from an environmental administrative infraction, pursuant to article 72, paragraph 8, item V of Law No. 9,605/1998;
 - 8.2.11. legal entity whose manager(s) or technical responsible(s) is or has been occupying an effective position or employment in SES-MG, SEINFRA-MG, FHEMIG, FUNENED or Companhia de Desenvolvimento de Minas Gerais - CODEMGE, or occupying a position of management, senior advisory or intermediate assistance in the State of Minas Gerais in the last 180 (one hundred and eighty) days prior to the date of publication of the PUBLIC NOTICE;
 - 8.2.12. legal entity registered in the Register of Suppliers prevented from participating in tenders and contracting with the State Public Administration, under the terms of State Law No. 13,994/2001;
 - 8.2.13. legal entity that is in bankruptcy, self-bankruptcy, judicial or extrajudicial liquidation, insolvency, temporary special administration or intervention proceedings, pursuant to article 69, item II, of Law No. 14,133/2021;

- 8.2.13.1. The legal entity in judicial or extrajudicial reorganization, which does not provide documentary evidence of its economic viability, either through the acceptance of the judicial reorganization plan, approval of the out-of-court reorganization plan, or by an instrument capable of attesting to its economic capacity, will also be prevented from participating.
- 8.2.14. legal entity that has been prohibited from participating in tenders promoted by the State Public Administration, due to the practice of violation of the economic order, under the terms of article 38, item II, of Law No. 12,529/2011;
- 8.2.15. a legal entity that has been prohibited from contracting with the PUBLIC ADMINISTRATION, due to a conviction for an act of administrative improbity, pursuant to article 12 of Law No. 8,429/1992, after the final and unappealable judgment of the judgment;
- 8.2.16. legal entity that, alone or in a CONSORTIUM, has participated directly or indirectly in the modeling studies and preparation of the TENDER and its ANNEXES, as a consultant or its subcontractors or of which the author of the basic project or executive is an officer, manager, shareholder or holder of more than 5% (five percent) of the capital with voting rights or controller, technical manager or subcontractor;
- 8.2.17. legal entity that has a sanction registration, with an impeding effect on participation in this TENDER, in the registers referred to in article 22 of Law No. 12,846/2013;
- 8.2.18. a legal entity that has a majority shareholder or managing partner convicted of committing a crime against the State Public Administration, under the terms of State Law No. 23,451/2019;
- 8.2.19. legal entity that does not meet the conditions of this PUBLIC NOTICE and its ANNEXES;
- 8.3. Participation in the TENDER implies full and unconditional acceptance and knowledge of all the terms, provisions and conditions of the TENDER and its ANNEXES, as well as the other rules applicable to the TENDER.
- 8.4. If the BIDDER is a foreign legal entity, the following rules must be observed, without prejudice to others existing in this PUBLIC NOTICE:
- 8.4.1. The DOCUMENTATION must be presented, duly authenticated by the Brazilian consular authority of your country of origin and translated by a sworn translator;

- 8.4.2. Documents originating from States Signatories to the Convention on the Elimination of the Requirement of Legalization of Foreign Public Documents, promulgated in Brazil by Federal Decree No. 8,660/2016, may replace the authentication by the consular authority, referred to in the previous item, with the affixing of an apostille referred to in said Convention, when applicable.
- 8.4.2.1. The documentation referred to in the previous item and the respective apostille must be translated by a sworn translator and contain a signature recognized as genuine by a notary public, when applicable.
- 8.5. Foreign legal entity BIDDERS must submit a declaration according to the model contained in APPENDIX 1.1., certifying the correlation between the documents required in the TENDER and the corresponding ones in the country of origin, as well as their validity.
- 8.5.1. In the event that there are no documents equivalent to those requested in the PUBLIC NOTICE, this fact must be included in the statement provided for in the previous item.
- 8.5.2. If any of the documents required for participation in this PUBLIC NOTICE fits the hypothesis of the previous item, the statement contained in APPENDIX 1.1., must be added to the corresponding declaration of non-existence of tax and labor debts due.
- 8.6. BIDDERS that are foreign legal entities must also meet the conditions of representation described in item 10.7.
- 8.7. The participation of a CONSORTIUM formed exclusively by foreign companies will be allowed, subject to the other provisions set forth in item 9.

9. CONSORTIUM

- 9.1. The BIDDERS who choose to participate in a CONSORTIUM must comply with the provisions of article 15 of Federal Law No. 14,133/2021, the requirements contained in this PUBLIC NOTICE and compliance with the following requirements:
- 9.1.1. the leading company of the CONSORTIUM must be appointed, which will represent it in all its acts;

- 9.1.2. each consortium member must meet, individually, the requirements related to legal, fiscal, social and labor, and economic-financial regularity;
- 9.1.3. the technical qualification requirements must be met by the CONSORTIUM, through any of the consortium members, alone or by the sum of the technical qualifications presented by the consortium members, under the terms of the PUBLIC NOTICE;
- 9.1.4. the disqualification or disqualification of any consortium member will result in the automatic disqualification or disqualification of the CONSORTIUM;
- 9.1.5. the consortium members will be jointly and severally liable for the acts performed within the scope of the TENDER until the signing of the CONTRACT;
- 9.1.6. no BIDDER may participate in more than one CONSORTIUM, even through its RELATED COMPANY(ies), CONTROLLER(s), subsidiary(ies), even if with different percentages, under penalty of disqualification;
- 9.1.7. if a BIDDER participates in a CONSORTIUM, it will be prevented from participating in the TENDER alone.
- 9.2. In addition to other documents required in this PUBLIC NOTICE, the participation of the BIDDER in the CONSORTIUM regime is subject to the presentation, in ENVELOPE No. 1 – BID GUARANTEE, of the "Consortium Constitution Instrument" or "Consortium Constitution Commitment", signed by all consortium members, which must contain the following information:
 - 9.2.1. Name, organization and purpose of the CONSORTIUM;
 - 9.2.2. Qualification of consortium companies;
 - 9.2.3. Composition of the CONSORTIUM with the respective participations of its members;
 - 9.2.4. Indication of the leading company, responsible for carrying out the acts that are incumbent on the CONSORTIUM during the TENDER;
 - 9.2.5. Provision of joint and several liability between the consortium companies regarding the acts related to the TENDER until the signing of the CONTRACT;

- 9.2.6. Obligation regarding the future constitution of a SPECIAL PURPOSE COMPANY – SPE, with reference to the participation of each consortium company in the capital stock of the SPE;
- 9.2.7. Term of validity set until the date of incorporation of the SPE;
- 9.2.8. Granting of powers to the leading company granting express, irreversible and irrevocable powers to appear as the sole legal representative of the CONSORTIUM before the CONTRACTING COMMITTEE and the GRANTING AUTHORITY, with full powers to receive notifications, subpoenas and summons on matters related to the TENDER or the CONTRACT, as well as to agree with conditions, compromise, appeal and withdraw appeals, undertake to sign, on behalf of the CONSORTIUM, any papers and documents related to the object of the TENDER.
- 9.3. The inclusion, replacement, withdrawal or exclusion of any consortium member will not be admitted, nor will the change in the proportion of participation of the consortium members, or even the replacement of the leading company, until the signing of the CONTRACT, at which time the contractual rules for any change in the corporate structure of the SPE must be observed.

10. CREDENTIALLED REPRESENTATIVES AND ACCREDITED BROKERS

- 10.1. The BIDDERS must be represented in the TENDER by CREDENTIALLED REPRESENTATIVES and ACCREDITED BROKERS, duly constituted and equipped with sufficient powers to do so.
 - 10.1.1. The CREDENTIALLED REPRESENTATIVE must be provided with a suitable identification document in the PUBLIC SESSION.
 - 10.1.2. If the TENDER extends beyond the period provided for in the instruments of constitution of powers, the BIDDERS must ensure the respective update before the CONTRACTING COMMITTEE, under penalty of no longer being duly represented in the TENDER.
- 10.2. Each CREDENTIALLED REPRESENTATIVE may only represent a single BIDDER.
- 10.3. Each BIDDER may have up to 2 (two) CREDENTIALLED REPRESENTATIVES.
- 10.4. The granting of powers of representation to the CREDENTIALLED REPRESENTATIVES will be given by the presentation, in ENVELOPE No. 1 – BID GUARANTEE, of the following documents:

10.4.1. for Brazilian BIDDERS or those authorized to operate in Brazil:

- a. In the case of representation of the BIDDER by a statutory representative or designated in its corporate contract, by presenting the corporate contract, bylaws, minutes of election, or documents proving the powers of representation of the legal representatives, if applicable, allowing the submission of a simplified certificate issued by the Commercial Registry of the BIDDER's headquarters or a brief report certificate issued by the legal entity registry office or competent authority;
 - b. in the case of representation of the BIDDER by an attorney-in-fact, y presenting a power of attorney that proves the powers to act, on behalf of the BIDDER, in all matters related to the TENDER, accompanied by documents that prove the powers of the parties.
- ii. In the case of a CONSORTIUM, in addition to the instrument of commitment to constitute an SPE, it must be presented:
- a. power of attorney that grants the powers of representation to the CREDENTIALLED REPRESENTATIVE, which must be granted by all the consortium members, and may be granted only by the leader of the CONSORTIUM, if it has powers to do so;
 - b. documents that prove the powers of the signatories of each of the consortium members who sign the instrument of commitment to constitute the CONSORTIUM and the act of appointment of the CREDENTIALLED REPRESENTATIVE, and for this purpose, constitutive acts, and minutes of election or simplified certificate issued by the Board of Trade of the BIDDER's headquarters or certificate of brief report issued by the notary office of a legal entity or competent body.

10.4.2. for foreign BIDDERS:

- a. In the case of representation of the BIDDER by a statutory representative or designated in its corporate contract, by presenting the corporate contract, bylaws, minutes of election, and/or other equivalent documents for proving the powers of representation translated by a sworn translator and containing a signature recognized as true by a public notary or another entity according to applicable legislation, with the designated representative being a legally authorized person residing in Brazil;
- b. In the case of representation of the BIDDER by an attorney-in-fact, by presenting a power of attorney in favor of a person legally authorized and residing in Brazil, with express powers and a signature recognized as true by a notary or another entity according to applicable legislation, to act, on behalf of the BIDDER, in all matters related to the TENDER, accompanied by documents proving the powers of the grantors, duly translated and containing a signature recognized as true by a public notary or another entity according to applicable legislation.

- 10.5. It will be the responsibility of the CREDENTIALLED REPRESENTATIVES to perform all acts performed by the BIDDERS before the CONTRACTING COMMITTEE, except for those reserved for ACCREDITED BROKERS, as well as to sign all declarations and documents necessary to participate in the TENDER, including the intermediation contract between the ACCREDITED BROKER and the BIDDER.

- 10.5.1. The presentation of documents by the BIDDER signed by legal representatives or constituted who are not accredited will be allowed, provided that they are accompanied by documentation that proves the powers of the respective signatory.
- 10.6. The BIDDER will be prohibited from signing or acknowledging documents, as well as performing any other acts during the TENDER that are not through its CREDENTIALLED REPRESENTATIVES.
 - 10.6.1. The CREDENTIALLED REPRESENTATIVES will not be allowed to intervene or perform acts during the ENVELOPE DELIVERY DATE and the PUBLIC SESSION whose practice is the responsibility of the ACCREDITED BROKERS.
 - 10.6.2. The prohibition mentioned in items 10.6 and 10.6.1 does not prevent the BIDDER from participating in the TENDER.
- 10.7. At any time during the TENDER process, the BIDDER may constitute or replace its CREDENTIALLED REPRESENTATIVE(s) upon presentation of the documents listed in item 10.4.
- 10.8. The ACCREDITED BROKERS shall represent the BIDDERS in the practice of the acts performed with B3, especially on the ENVELOPE DELIVERY DATE and in the acts of the PUBLIC SESSION private to the ACCREDITED BROKERS.
- 10.9. Each ACCREDITED BROKER may only represent a single BIDDER and each BIDDER may only be represented and participate in the TENDER through a single ACCREDITED BROKER.
- 10.10. The intermediation agreement between the ACCREDITED BROKER and the BIDDER must have the minimum content specified in the B3 PROCEDURES MANUAL and must be in its original or copy in ENVELOPE No. 1 – BID GUARANTEE, accompanied by the corporate act, power of attorney or other documents that prove the powers of the signatories of both parties, and the presentation of documents proving the powers of the representative of the ACCREDITED BROKER is not required, if they have powers registered and updated in the B3 system, observing the B3 PROCEDURES MANUAL.
- 10.11. In the case of a CONSORTIUM, a contract may be signed between all the consortium members with the ACCREDITED BROKER, or individual contracts between each CONSORTIUM MEMBER and the ACCREDITED BROKER, or even a contract between the leading CONSORTIUM MEMBER, on behalf of the CONSORTIUM, provided that it has the powers to do so.

11. PRESENTATION OF DOCUMENTATION

- 11.1. On the date of the ENVELOPE DELIVERY DATE, the BIDDERS must deliver the DOCUMENTATION, at B3's headquarters, located at Rua XV de Novembro, 275, Centro, São Paulo/SP, in the period between [•]h and [•]h, in opaque, separated, sealed, inviolable ENVELOPES, initialed by an CREDENTIALLED REPRESENTATIVE or by an ACCREDITED BROKER on the closing, containing the following words on the outside:

ENVELOPE Nº 1 – GARANTIA DE PROPOSTA

EDITAL DE CONCORRÊNCIA INTERNACIONAL Nº 1/2025 – CONCESSÃO ADMINISTRATIVA DO COMPLEXO DE SAÚDE HOPE.

[COMPLETE CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADING COMPANY]

[NAME, TELEPHONE NUMBER AND EMAIL OF CREDENTIALLED REPRESENTATIVES]

ENVELOPE Nº 2 – PROPOSTA ECONÔMICA

EDITAL DE CONCORRÊNCIA Nº INTERNACIONAL Nº 1/2025 – CONCESSÃO ADMINISTRATIVA DO COMPLEXO DE SAÚDE HOPE.

[COMPLETE CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADING COMPANY]

[NAME, TELEPHONE NUMBER AND EMAIL OF CREDENTIALLED REPRESENTATIVES]

ENVELOPE Nº 3 – DOCUMENTOS DE HABILITAÇÃO

EDITAL DE CONCORRÊNCIA Nº INTERNACIONAL Nº 1/2025 – CONCESSÃO ADMINISTRATIVA DO COMPLEXO DE SAÚDE HOPE.

[COMPLETE CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADING COMPANY]

[NAME, TELEPHONE NUMBER AND EMAIL OF CREDENTIALLED REPRESENTATIVES]

- 11.2. 2 (two) identical physical copies of the ENVELOPES must be presented, bound separately, with identification of the subtitles "1st copy" and "2nd copy", and the presentation of a simple copy for the "2nd" copy containing printed documents, in Portuguese, bound, initialed, with all sheets numbered sequentially, including separation sheets, catalogs, drawings or similar, if any, regardless of whether there is more than one notebook, from the first to the last sheet, so that the numbering of the last sheet of the last notebook reflects the total number of pages of each volume, amendments, erasures, spacing or reservations are not allowed.
- 11.2.1. Each ENVELOPE will contain a page with an opening term and a page with its own closing term, which will not be numbered.
- 11.2.2. The DOCUMENTATION must also be presented in electronic media by means of a pen-drive, in a standard PDF file (Adobe Acrobat), inserted in the respective ENVELOPE, with content identical to that of the copy presented in physical media in each ENVELOPE.
- 11.2.3. If there is a discrepancy between the information provided in physical and electronic media, the information provided in physical media will prevail.
- 11.2.4. In the event of a discrepancy between numbers and their expression in full, the written form in full shall prevail.
- 11.3. The DOCUMENTATION of the 1st copy may be delivered: i) in its original copy, or ii) in a certified copy to a notary public, with the attachment of publication in the official press organ, or, iii) in a simple copy through the presentation of the originals for verification by the CONTRACTING COMMITTEE.
- 11.3.1. The obligation to authenticate the signature in the declarations and authentication of documents required of the BIDDERS is waived, in compliance with Law No. 13,726/2018.
- 11.3.2. Digital signature will be accepted in the declarations and other documents referred to in this PUBLIC NOTICE, including the BID GUARANTEE, and the digital signature must be the one made by means of a digital certificate, which has the attributes of authenticity, integrity, reliability and

non-repudiation, made available by and within the parameters of the Public Key Infrastructure – ICP Brasil, according to article 10, Paragraph 1 of Provisional Measure No. 2,200-2.

- 11.3.3. The digital signatures admitted must have skillful means to verify their authenticity, including, but not limited to, QR codes and codes for validation in website links expressly indicated in the document in question.
- 11.3.4. Notarization of digital format documents is waived, provided that it is possible to prove their authenticity by electronic means.
- 11.4. The DOCUMENTATION must be written in Portuguese and will be understood and interpreted in accordance with that language.
 - 11.4.1. Documents written in a foreign language must be accompanied by a translation into Portuguese by a sworn public translator and confirmation of authenticity issued by the diplomatic or consular representation of Brazil in the country of origin of the document, without prejudice to the application of the provisions of Federal Decree No. 8,660/2016 and Item 17.2. of this PUBLIC NOTICE.
- 11.5. Errors or flaws that do not alter the substance of the documents and their legal validity may be fix by the CONTRACTING COMMITTEE, at its discretion, by means of a reasoned order, registered and accessible to all, attributing them effectiveness for the purposes of qualification and classification, within a period established by it, according to the peculiarities of each case, in order to ensure the speed of the TENDER.
 - 11.5.1. Errors or flaws that do not alter the substance and legal validity of the document are considered to be those that:
 - a) do not distort the object of the document presented; and
 - b) allow to assess, with due certainty, the information contained in the document.
- 11.6. Only and exclusively the documents required in this PUBLIC NOTICE must be presented, avoiding the duplicity or inclusion of dispensable or unrequested documents.

- 11.7. Documents sent by post, internet, facsimile, telegram or by any means other than that specified in this PUBLIC NOTICE will not be admitted, nor will documents received untimely be considered, even if due to fortuitous event, force majeure or third-party fact.
- 11.8. By presenting the ENVELOPES, the BIDDERS acknowledge that they have full knowledge of the characterization and definition of the object of the TENDER, in addition to being responsible for the veracity and authenticity of the information contained in the documents presented.

12. BID GUARANTEE

- 12.1. The BID GUARANTEE shall be presented on behalf of the GRANTING AUTHORITY in the amount of BRL 24,161,632.57 (twenty-four million, one hundred and sixty-one thousand, six hundred and thirty-two reais and fifty-seven cents), corresponding to 1% of the value of the CONTRACT, pursuant to article 58, paragraph 1, of Federal Law No. 14,133/2021, and may be provided in:
- 12.1.1. in cash or in public debt securities, which must have been issued in book-entry form, through registration in a centralized settlement and custody system authorized by the Central Bank of Brazil and evaluated by their economic values, as defined by the Ministry of Finance;
- 12.1.2. insurance bond;
- 12.1.3. bank guarantee; or
- 12.1.4. Capitalization bond funded by a single payment, with redemption for the full amount.
- 12.2. The BIDDERS must present in ENVELOPE No. 1 – BID GUARANTEE the proposal bond presentation letter, according to the template set forth in APPENDIX 1.1.
- 12.3. The BID GUARANTEE shall be valid for at least 180 (one hundred and eighty) days from the ENVELOPE DELIVERY DATE, and shall have extended its validity period for the same period, at least 15 (fifteen) days before its expiration, at the expense of the BIDDERS themselves, if it expires before the date of signature of the CONTRACT, under penalty of disqualification, if so requested by the CONTRACTING COMMITTEE.
- 12.4. B3 will advise the CONTRACTING COMMITTEE in the analysis of the regularity and effectiveness of the BID GUARANTEES presented in accordance with the minimum terms and conditions set

forth in APPENDIX 1.1., the result of which will be communicated on the date set out in the Preamble.

- 12.5. If the BIDDER participates in the TENDER alone, the BID GUARANTEE must be presented in its own name.
- 12.6. If the BIDDER participates in a CONSORTIUM, the BID GUARANTEE must be presented on behalf of one or more consortium members and must expressly indicate the name of the CONSORTIUM and all consortium members, with their respective percentage shares, regardless of whether the BID GUARANTEE has been provided by one or more consortium members.
- 12.6.1. In this case, it is also admissible to contribute the total amount due, segregated among the consortium members, which may choose one of the guarantee modalities, without prejudice to the choice, by the other consortium members, of a different modality.
- 12.7. The BID GUARANTEE provided in the form of a cash guarantee must be paid by means of the payment of the State Collection Document – DAE, within 24 hours (twenty-four hours) before the ENVELOPE DELIVERY DATE, presenting the proof of payment in ENVELOPE No. 1 – BID GUARANTEE, under penalty of ineffectiveness of the provision of the guarantee.
- 12.7.1. For the payment referred to in item 12.7, the BIDDER must access the electronic address: <https://www.fhemig.mg.gov.br/>, and follow the following steps:
- a) access the "Parcerias" tab, in the top menu of the Fhemig website;
 - b) select the option "PPP Complexo de Saúde HoPE";
 - c) select the "Emissão de DAE" option;
 - d) inform the BIDDER's CNPJ number in the "CNPJ" field and click on "Buscar";
 - e) inform the name of the BIDDER in the "Nome" field;
 - f) inform the BIDDER's address in the fields: "Endereço", "Cidade" and "Estado";
 - g) inform the BIDDER's telephone number in the "Telefone" field;
 - h) select the "ADC" option in the "Unidade" field;
 - i) select the option "Outras Receitas - Fiança, Caução, etc. - Origem: Fonte 60" no campo "Especificação Receita";
 - j) inform in the "Motivo" field the following text: "Garantia da Proposta apresentada pela LICITANTE <<nome e CNPJ da LICITANTE>> conforme item 12 do EDITAL de LICITAÇÃO nº 1/2025";

- k) inform the amount of the deposit in the " Valor R\$" field;
 - l) click on "next", check the data and click on " Confirmar dados";
 - m) click on " Gerar boleto" and make the payment.
- 12.8. For the BID GUARANTEE provided in the form of collateral in public debt securities, only the following will be accepted: Prefixed Treasury (National Treasury Bills – LTN), SELIC Treasury (Treasury Financial Bills – LFT), IGPM+ Treasury with Semiannual Interest (National Treasury Notes – series C – NTN – C), Prefixed Treasury with Semiannual Interest (National Treasury Notes – series F – NTN-F), Treasury IPCA+ (National Treasury Notes – series B – NTN-B Principal) or Treasury IPCA+ with Semiannual Interest (National Treasury Notes – series B – NTN-B), which must be issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil.
- 12.8.1. When the BID GUARANTEE is represented by Public Debt Securities, it must be provided at the nominal value of the securities, and cannot be encumbered with a clause of unseizability, inalienability, non-transferability or compulsory acquisition.
- 12.9. In the event of offering, as a guarantee, an insurance bond or bank guarantee, the BIDDER must present, respectively, the policy issued by an insurer duly authorized by the Superintendence of Private Insurance – SUSEP and the signature of the minimum terms and conditions of the policy, in the form of APPENDIX 1.1., or the guarantee instrument issued by a financial institution duly authorized by the Central Bank of Brazil, observing the bank guarantee model provided for in APPENDIX 1.1.
- 12.9.1. The BID GUARANTEE provided in the form of a bank guarantee shall be issued pursuant to APPENDIX 1.1., by financial institutions that are classified between the first and second floor, 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.
- 12.9.2. Financial institutions issuing bank guarantees must have an EMVIA system to verify the authenticity of the instrument, according to the guidelines of the B3 PROCEDURES MANUAL.
- 12.9.3. The insurance bond policy must contain:
- 12.9.3.1. indication of the BIDDER as the borrower and the GRANTING AUTHORITY as the exclusive beneficiary;

- 12.9.3.2. digital certification and its authenticity will be verified in the means informed in the policy or by other suitable means that allow the verification of its authenticity;
 - 12.9.3.3. declaration by the insurer that it knows and accepts the terms and conditions of the PUBLIC NOTICE;
 - 12.9.3.4. declaration by the insurer that it will make the payment of the amounts provided for herein within a maximum period of 30 (thirty) days, counted from the date of delivery of all documents listed by the insurer as necessary for the characterization and adjustment of the claim;
 - 12.9.3.5. the right of the insured to demand from the insurer the indemnity due for the non-compliance by the policy holder with the obligations covered by the bond policy, when the notification made to the policyholder is unsuccessful.
- 12.9.4. The insurance bond policy or the bank guarantee instrument must be presented in its original form in ENVELOPE No. 1 of the DOCUMENTATION, and may also be presented in print of the digital version, as usually used in the insurance and financial market, and must also:
- a) express values in Reais;
 - b) contain the signature of the managers of the issuing company, accompanied, as the case may be, by the respective digital certification or notarization, and proof of powers for representation;
 - c) the indication of the BIDDER as the policy holder and the GRANTING AUTHORITY as the insured;
 - d) the term of validity of the coverage, within the same period of validity of the ECONOMIC PROPOSAL;
 - e) compliance with SUSEP regulations.
- 12.9.5. It will not be necessary to send the documents proving the powers of representation of the signatories of the bank guarantees and insurance bonds when the institutions mentioned above have an updated registration as issuers of guarantees at B3, or, in the case of an issuer of insurance bonds, the powers of the signatory can be confirmed on the SUSEP website by issuing the certificate of the administrators, as directed in APPENDIX 1.1.

- 12.10. If presented in the form of a capitalization bond funded by a single payment, with redemption for the full amount, the BID GUARANTEE must be in accordance with Federal Law No. 14,770/2023 and with the current conditions stipulated by the Superintendence of Private Insurance – SUSEP.
- 12.10.1. For the capitalization bond modality, the following requirements must be observed:
- 12.10.1.1. The issuing Capitalization Company must be duly constituted and authorized to operate by SUSEP and cannot be under tax management, intervention or extrajudicial liquidation regime;
- 12.10.1.2. The title(s) must indicate the BIDDER as the holder, observing the rules of this PUBLIC NOTICE applicable to consortia;
- 12.10.1.3. The title(s) must indicate the GRANTING AUTHORITY as assignee and the total redemption value in the minimum amount corresponding to that indicated in the item;
- 12.10.1.4. The security(s) issued electronically with digital certification is subject to verification of authenticity on the website of the issuing Capitalization Company and/or SUSEP;
- 12.10.1.5. The physically issued capitalization bond(s) must have signatures of the legal representatives of the issuing Capitalization Company with notarization.
- 12.11. The BID GUARANTEE, provided in any of the modalities provided for in this PUBLIC NOTICE, shall be unconditional and may not contain a clause excluding any responsibilities contracted by the BIDDER and/or the issuers, in relation to the participation in this TENDER, other than those expressly provided for by law or in the current regulations.
- 12.11.1. If the BID GUARANTEE presented in the form of insurance bond includes any clause incompatible with the provisions of this TENDER, including limiting or liability exemption clauses, the BIDDER must submit a statement, signed by the insurance company, informing the inapplicability of such clauses to the TENDER, as well as the validity of the insurance bond to all the hypotheses provided for in this TENDER.
- 12.12. Any modification to the terms and conditions of the BID GUARANTEE presented is prohibited, except with the express and prior consent of the GRANTING AUTHORITY, at the time of its renewal, or to restore its economic value and conditions of enforceability.

- 12.13. The refusal to sign the CONTRACT or the non-compliance with the conditions for signing the CONTRACT, provided for in the TENDER, will imply execution of the full amount of the BID GUARANTEE.
- 12.14. The BID GUARANTEE, including the one presented by the winning bidder, will be returned within 10 (ten) business days of the signing of the CONTRACT or the date on which the TENDER is declared unsuccessful, except in cases that lead to its execution.
- 12.14.1. In the case of the winning BIDDER, the return of the BID GUARANTEE is also subject to the presentation of the CONTRACT PERFORMANCE GUARANTEE.
- 12.15. The BIDDERS who do not present the BID GUARANTEE under the conditions established in the TENDER will be prevented from participating in the TENDER and will have the other documents returned.

13. ECONOMIC PROPOSAL

- 13.1. The ECONOMIC PROPOSAL shall be submitted in accordance with the template provided for in APPENDIX 1.1., stating the amount of the MAXIMUM ANNUAL COMPENSATION both in nominal form and in written form, and must take into account, in its value:
- 13.1.1. all expenses to be assumed by the TENDERER for the fulfillment of the conditions prior to the execution of the CONTRACT, including the minimum capital stock to be subscribed and paid in the SPE;
- 13.1.2. all investments, taxes, costs and expenses necessary for the provision of the object of the CONCESSION;
- 13.1.3. the risks to be assumed by the CONCESSIONAIRE due to the provision of the activities necessary for the fulfillment of the CONTRACT;
- 13.1.4. the CONTRACTUAL TERM;
- 13.1.5. the full depreciation or amortization of all REVERSIBLE ASSETS and investments therein made by the CONCESSIONAIRE during the CONTRACTUAL TERM;

- 13.1.6. the full costs for meeting the labor rights guaranteed in the labor legislation, including in the collective bargaining agreements and in the terms of adjustment of conduct in force on the date of submission of the proposals;
- 13.1.7. the referenced date of March 2025;
- 13.1.8. that the effects of Constitutional Amendment No. 13/2023 were not considered in the CONTRACT.
- 13.2. The minimum period of validity of the ECONOMIC PROPOSAL will be 180 (one hundred and eighty) days, counting from its presentation.
 - 13.2.1. In the event of expiration of the validity of the ECONOMIC PROPOSALS, the BIDDERS must inform the CONTRACTING COMMITTEE about the intention to withdraw them, resulting in the disqualification of the BIDDER, or renew them for an equal period, in which case they will remain as active BIDDERS.
- 13.3. The ECONOMIC PROPOSAL will be binding, irrevocable, irreversible and unconditional, and the inclusion of amendments, erasures, conditions, between the lines, observations or footnotes is prohibited, under penalty of disqualification.
- 13.4. The BIDDER will be disqualified:
 - 13.4.1. that does not meet all the requirements established in the PUBLIC NOTICE and in the applicable legislation;
 - 13.4.2. whose ECONOMIC PROPOSAL is subject to the condition or term not provided for in the TENDER; or
 - 13.4.3. that offers MAXIMUM ANNUAL AVAILABILITY PAYMENT greater than BRL 328,859,684.55 (three hundred and twenty-eight million, eight hundred and fifty-nine thousand, six hundred and eighty-four reais and fifty-five cents) referenced to March 2025.

14. QUALIFICATION DOCUMENTS

14.1. LEGAL QUALIFICATION

- 14.1.1. The BIDDER must present the following documentation related to the legal qualification:
- 14.1.1.1. Articles of incorporation, bylaws or articles of association of the business company, with subsequent amendments, if any, duly registered with the Trade Registry Body of the place of its headquarters, and, in the case of corporations, accompanied by documents of election of its managers;
 - 14.1.1.2. articles of incorporation, duly registered, in the case of a civil or non-business company, with subsequent amendments, if any, accompanied by proof of investiture or appointment of the board of directors in office;
 - 14.1.1.3. authorization decree, in the case of a foreign company or company operating in the country, and act of registration or authorization to operate issued by the competent body, when the activity so requires.
- 14.1.2. If the BIDDER is an investment fund, it must submit the following documents:
- 14.1.2.1. proof of registration of the investment fund with the Securities and Exchange Commission, created by Federal Law No. 6,385/1976;
 - 14.1.2.2. constitutive act with last amendment filed with the competent body;
 - 14.1.2.3. regulation and amendments, if any, duly registered with the Registry of Titles and Documents or the Brazilian Securities and Exchange Commission, pursuant to Circular Letter No. CVM/SIN 12/2019;
 - 14.1.2.4. proof of registration of the administrator and, if any, of the investment fund manager, with the Securities and Exchange Commission;
 - 14.1.2.5. proof of election of the administrator's representatives;
 - 14.1.2.6. proof that the investment fund is duly authorized by its shareholders to participate in the TENDER process, by means of authorization resulting from the fund's investment policy described in its regulations, and that its administrator may represent it in all acts and for all purposes of the TENDER, assuming, on behalf of the investment fund, all obligations and rights arising therefrom;

- 14.1.2.7. proof that the administrator and the fund are not in the process of judicial liquidation, by means of a certificate issued by the notary's office of distribution of their headquarters, or of extrajudicial liquidation, by means of proof obtained by consulting the website of the Central Bank of Brazil – BACEN.

- 14.1.3. If the BIDDER is an open or closed supplementary pension entity, it must present the following documents:
 - 14.1.3.1. minutes that elected the administration in office;

 - 14.1.3.2. regulation in force;

 - 14.1.3.3. proof of express and specific authorization as to its constitution and operation, granted by the competent supervisory body;

 - 14.1.3.4. declaration/certificate that the plans and benefits administered by it are not under liquidation or intervention by the regulatory body.

- 14.1.4. Each consortium member must meet, individually, the requirements related to legal qualification.

- 14.2. **FISCAL, SOCIAL AND LABOR REGULARITY**
 - 14.2.1. The BIDDER must present the following documentation related to fiscal, social and labor regularity:
 - 14.2.1.1. proof of registration in the National Registry of Legal Entities of the Ministry of Finance – CNPJ;

 - 14.2.1.2. proof of registration in the state and municipal taxpayer register, if any, related to the domicile or headquarters of the BIDDER, pertinent to its field of activity and compatible with the contractual object;

- 14.2.1.3. negative certificate – or positive certificate with negative effects – issued by the Federal Revenue Service of Brazil (RFB) and the Attorney General's Office of the National Treasury (PGFN), regarding taxes administered by the RFB and the Union's active debt administered by PGFN;
- 14.2.1.4. certificate of good standing of tax debt before the State Treasury, registered as overdue debt, of the domicile or headquarters of the BIDDER, or, in case the BIDDER is not registered, a declaration of this situation, according to the model contained in APPENDIX 1.1.;
- 14.2.1.5. certificate of good standing of tax debt before the State Treasury of Minas Gerais, registered as overdue debt, or, in case the BIDDER is not registered, a declaration of this situation, according to the model contained in APPENDIX 1.1.;
- 14.2.1.6. certificate of good standing of furniture and real estate tax debt before the Municipal Treasury, related to the domicile or headquarters of the BIDDER, pertinent to its field of activity and compatible with the contractual object, or, in case the BIDDER is not registered, a declaration of this situation;
- 14.2.1.7. proof of good standing related to the Guarantee Fund for Length of Service – FGTS, which demonstrates compliance with the social charges established by Law, upon presentation of a certificate of good standing issued by Caixa Econômica Federal;
- 14.2.1.8. Proof of non-existence of debts before the Labor Court through the Negative Certificate of Labor Debts – CNDT, valid on the date of submission;
- 14.2.1.9. Declaration, issued by the BIDDER, of compliance with the provisions of article 7, XXXIII, of the Constitution of the Federative Republic of Brazil, as provided for in item VI of article 68 of Federal Law No. 14,133/2021, according to the model in APPENDIX 1.1.
- 14.2.2. Negative certificates or positive certificates with negative effect that notify, in their body, that the debts are judicially guaranteed or with their enforceability suspended will be accepted as proof of fiscal, social and labor regularity.
- 14.2.3. Each consortium member must meet, individually, the requirements related to fiscal, social and labor regularity.
- 14.2.4. If any certificate presented in accordance with 14.2.2 of this PUBLIC NOTICE is positive, or the updated status of the debt(s) is not recorded therein, proof of discharge and/or certificates

indicating the updated status of the lawsuits and/or administrative procedures listed must be presented, dated no more than 90 (ninety) days prior to the ENVELOPE DELIVERY DATE.

- 14.2.5. Proof of request for certificates will not be accepted.
- 14.2.6. The BIDDERS who choose to present the Registration Certificate – CRC, generated from the information contained in the General Register of Suppliers of the State of Minas Gerais – CAGEF, will be exempt from presenting the certificates required in item 14.2.1, provided that they are updated in their registration.
- 14.2.7. The provisions of item 14.2.6 do not apply to BIDDERS constituted in the form of an investment fund.
- 14.2.8. The other BIDDERS will be assured the right to access the data of the BIDDER who chooses to present a Registration Certificate – CRC, at the time of granting visas to be franchised at the opening of the phase.

14.3. **TECHNICAL QUALIFICATION**

- 14.3.1. The BIDDER must present:
 - 14.3.1.1. Certificate, duly registered with the Regional Council of Engineering and Agronomy – CREA, which proves experience in the construction of health units with a dimension of at least 40,000 m² (forty thousand square meters) of total built area, and which has included in its scope the implementation of electrical and hydraulic installations, medical gas installations, emergency system, building automation, air conditioning system and generator installation.
 - 14.3.1.1.1. The experience required above may be proven by means of the sum of certificates, provided that 1 (one) certificate has at least 50% (fifty percent) of the amount indicated in item 14.3.1.1.
 - 14.3.1.1.2. For the purposes of this PUBLIC NOTICE, health units are understood as: hospitals, laboratories, diagnostic imaging centers, university and teaching hospitals.
 - 14.3.1.2. Certificate(s) provided by a legal entity governed by public or private law, on behalf of the BIDDER, proving participation in the management or execution of an infrastructure project in which an investment of at least BRL 275,733,794.99 (two hundred and seventy-five million, seven hundred and thirty-three thousand, seven hundred and ninety-four reais and ninety-

nine cents) has been made, with its own resources or those of third parties, subject to the following conditions:

- a) the amount of resources applied by the BIDDER in the construction, installation, renovation, expansion or modernization of the project will be considered as investment value;
- b) the amounts described in the proofs will be updated, as of the reference date of the investment, by the IPCA, or, in the absence thereof, by another official inflation index;
- c) When the amounts contained in the receipts are presented in foreign currency, the amounts related to the investments will be converted into reais at the exchange rate in force on the date of signature of the financing agreements (or equivalent instruments for obtaining resources, such as, but not limited to, debentures, loans, *leasing* contracts) and updated by the IPCA/IBGE, or another indicator that may replace it, up to the month prior to the ENVELOPE DELIVERY DATE;
- d) in the case of evidence that refers to the project(s) developed by a consortium of companies, for the determination of the required amount, the proportion of the BIDDER's participation in the respective consortium will be observed, unless it is proven that the responsibilities assumed have been different;
- e) the presentation of more than one certificate will be allowed for the purpose of meeting the required investment amount, provided that, in at least one of them, the investment amount is at least BRL 137,866,897.49 (one hundred and thirty-seven million, eight hundred and sixty-six thousand, eight hundred and ninety-seven reais and forty-nine cents);
- f) An active infrastructure enterprise is understood as part of the system of: transport or logistics, ports, highways, energy, production, distribution or refining of fuels, basic sanitation, housing, education and health.

14.3.1.3. Certificate(s) provided by a public or private legal entity, on behalf of the BIDDER, which proves experience in the management or provision of services for a health unit with at least 130 (one hundred and thirty) beds, for a period of not less than 12 (twelve) months, covering at least 7 (seven) of the services listed below:

- a) Services for processing hospital linen;
- b) Nutrition and Dietetics Service for hospitals;

- c) Cleaning and conservation of health environments;
 - d) Building maintenance engineering for hospitals or laboratories;
 - e) Clinical Engineering, with presentation of the team's technical collection;
 - f) Management of hospital or laboratory logistics, such as Pharmaceutical Supply Center and/or warehouse;
 - g) Instrumental sterilization and/or other materials;
 - h) Information and Communication Technology, to support hospital or laboratory operations;
 - i) Installation and commissioning of equipment necessary to equip a hospital or laboratory.
 - a) The requirement provided for in item 14.3.1.3 may be met by the sum of certificates related to the various services provided, provided that, mandatorily, the certificates presented refer to health units with at least 130 (one hundred and thirty) beds per unit.
- 14.3.1.4. The holder of the certificate indicated in item 14.3.1.1 must present a certificate of registration of the company and its technical manager in CREA.
- 14.3.2. Except in relation to the certificate provided for in item 14.3.1.2, the presentation of evidence on behalf of the BIDDER's subcontractors is allowed, provided that the link between the BIDDER and its subcontractor is proven through:
- 14.3.2.1 contract for the provision of services or construction;
 - 14.3.2.2 commitment to execute the scopes related to the relevant portion of qualification for which the certificate was served.
- 14.3.3 It is allowed to present evidence on behalf of RELATED COMPANY to the BIDDER, in which case the documents proving this fact must be presented.

- 14.3.4 In the case of corporate changes and in cases of merger, incorporation or dismemberment of companies, only certificates will be considered upon unequivocal proof of the definitive transfer of technical assets to the BIDDER.
- 14.3.5 The certificates must clearly and unequivocally present the required information, on the letterhead of the person responsible for the attestation, in the original or in a certified copy, and must also contain, at least, the following information:
- 14.3.5.1 identification of the issuing legal entity;
 - 14.3.5.2 name and position of the signatory;
 - 14.3.5.3 full address of the issuer;
 - 14.3.5.4 period of validity of the contract;
 - 14.3.5.5 scope of the contract;
 - 14.3.5.6 start and end dates of activities;
 - 14.3.5.7 characteristics of the activities and services developed;
 - 14.3.5.8 start and end dates of the company's participation in the consortium, when the certificate has been issued in the name of the consortium;
 - 14.3.5.9 description of the activities carried out in the consortium, when the certificate has been issued in the name of the consortium;
 - 14.3.5.10 place where activities and services are carried out.
- 14.3.6 For the purposes of proving the qualification required in items 14.3.1.2 and 14.3.1.3, documents such as contracts, letters, statements from a financial institution, regulatory agencies or granting authority, as the case may be, as well as audited financial statements of the projects carried out or other document that demonstrates the required experience, shall be admitted as

equivalent to the certificates, provided that, in any case, such documents are able to effectively prove compliance with the technical experience requirements defined in said item.

- 14.3.7 If the minimum content provided for in item 14.3.5 is not in the respective certificate(s), the missing information may be proven by means of other documents, and it is up to the CONTRACTING COMMITTEE, if it deems it pertinent and necessary, to take steps to make sure that the information is correct.
- 14.3.8 In the case of a CONSORTIUM, the documentation related to the technical qualification must be presented by at least one of the consortium members, admitting the sum of the experiences of the consortium members, provided that the conditions of the PUBLIC NOTICE are observed.
- 14.3.9 The following rules will be considered to prove the requirements set forth in the previous items:
- 14.3.9.1 in the case of presentation of a supporting document in which the BIDDER has acted as a consortium member or shareholder, if the certificate identifies the activity performed by each consortium member individually, the proportion of the BIDDER's participation in the respective CONSORTIUM or company will be observed.
- 14.3.9.2 If the certificate or the consortium constitution contract does not identify the activity performed by each consortium member individually, the following criteria will be adopted in the evaluation of its technical qualification:
- a) if the certificate has been issued in favor of a homogeneous consortium, the attested experiences must be recognized for each consortium company in the quantitative proportion of its participation in the consortium;
 - b) If the certificate has been issued in favor of a heterogeneous consortium, the attested experiences must be recognized for each consortium member according to their respective fields of activity.
- 14.3.9.3 For the purpose of proving the percentage of participation of the consortium member, if it is not expressly included in the certificate or certificate, a copy of the instrument of incorporation of the consortium must be attached to the certificate or certificate.
- 14.4 **ECONOMIC AND FINANCIAL QUALIFICATION**

- 14.4.2 The BIDDER must present the following documentation related to the economic and financial qualification:
- 14.4.2.1 Balance Sheet, income statement and financial statements of the last 2 (two) fiscal years, already due and presented in accordance with the law, forbidden to be replaced by trial balances or provisional balance sheets, and may be updated, when closed more than 3 (three) months from the date of presentation of the ECONOMIC PROPOSAL, by the variation of the IPCA in the period, or another indicator that will replace it.
 - 14.4.2.1.1 The balance sheet for the last fiscal year may be presented if the legal entity has been incorporated for less than 2 (two) years.
 - 14.4.2.1.2 Companies created in the financial year of the TENDER or after the end of the last fiscal year must meet all the requirements of the qualification and will be authorized to replace the accounting Balance Sheet and the Financial Statements with the Opening Balance Sheet;
 - 14.4.2.1.3 The BIDDER that uses Digital Accounting Bookkeeping - ECD must present the balance sheet authenticated in electronic form, by the Public Digital Bookkeeping System - SPED, accompanied by the electronic authentication term of the Board of Trade of the opening and closing terms of the Daily Book.
 - 14.4.2.1.4 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 bodies.
 - 14.4.2.1.5 In the case of foreign companies, the balance sheet and income statement for the last fiscal year, already due and presented in accordance with the law of the country of origin, or opening balance sheet, for BIDDERS who started their activities in the current year, must be presented, and its replacement by trial balances or provisional balance sheets is prohibited, in any case, accompanied by analysis by independent auditors. Companies must present their financial statements (balance sheet and income statement) certified by an accountant registered with the competent professional entity, if auditing is not mandatory under the laws of their home countries.
 - 14.4.2.2 In the case of Business Companies and investment funds, Bankruptcy Clearance Certificate, issued by the distributor at the BIDDER's headquarters, observing the expiration date defined in the instrument or, in case of silence of the latter regarding its validity, with an issue date of no more than 90 (ninety) days prior to the ENVELOPE DELIVERY DATE.

- 14.4.2.2.1 In the case of an investment fund, the BIDDER must present, in addition, a negative or positive certificate with negative effects of bankruptcy of the administrator and, if any, of the fund manager, issued by the distribution notary(ies) of the headquarters of the same.
- 14.4.2.3 Negative certificate of civil insolvency, in the case of non-business companies.
- 14.4.2.4 If the BIDDER is in judicial or extrajudicial reorganization, its economic viability must be proven by documents, either through the reception of the judicial reorganization plan, approval of the out-of-court reorganization plan, or by an instrument capable of attesting to its economic capacity.
- 14.4.2.5 BIDDERS must submit, along with the required clearance certificates, a statement issued by the court of their headquarters, indicating which Notaries or Registry Offices control the distribution of bankruptcies and judicial reorganizations.
- 14.4.2.5.1 The presentation of the certificate indicated in the item above is waived in cases where the district of the BIDDER's headquarters does not issue an official document with such content, and the BIDDER must present, in this case, a statement signed by the CREDENTIALLED REPRESENTATIVE informing the impossibility of presenting said document, preserving the right of the CONTRACTING COMMITTEE to take steps to verify the veracity of what was declared.
- 14.5 Each consortium member must meet, individually, the requirements related to economic and financial qualification.
- 14.6 The BIDDERS who choose to present the Registration Certificate – CRC, generated from the information contained in the General Register of Suppliers of the State of Minas Gerais – CAGEF, will be exempt from presenting the documents provided for in Items 14.1 and 14.2, provided that they are updated in their registration.
- 14.6.2.1 The provisions of item 14.6 above do not apply to BIDDERS constituted in the form of an investment fund.
- 14.6.2.2 The other BIDDERS will be assured the right to access the data of the BIDDER who chooses to present a Registration Certificate – CRC, at the time of granting access during the opening phase.

15 STATEMENTS

- 15.1 The documents listed below must be presented by the BIDDER on letterhead and signed by the respective legal representative, with the other QUALIFICATION DOCUMENTS in ENVELOPE No. 3:
- 15.1.1 Declaration that the BIDDER is not in bankruptcy proceedings; self-bankruptcy, judicial or extrajudicial liquidation; insolvency; temporary special administration or intervention, according to the model contained in APPENDIX 1.1.;
- 15.1.2 Declaration of the absence of obstacles to participate in the TENDER, according to the template contained in APPENDIX 1.1.;
- 15.1.3 Declaration of compliance with the economic proposals to the full costs for compliance with the labor rights guaranteed in CF/88, labor laws, infra-legal rules, collective bargaining agreements and the terms of conduct adjustment in force on the date of submission of the proposals, in accordance with paragraph 1 of article 63 of Federal Law No. 14,133/2021;
- 15.1.4 Declaration of compliance with the requirements for reservation of positions for persons with disabilities and for rehabilitated persons of the Social Security, provided for by law and other specific rules, pursuant to APPENDIX 1.1.;
- 15.1.5 Declaration, according to the template set in APPENDIX 1.1., that the BIDDER:
- 15.1.5.1 subject to all the conditions of the PUBLIC NOTICE;
- 15.1.5.2 has full knowledge of the SERVICES of the CONCESSION;
- 15.1.5.3 has full knowledge of the CONCESSION AREA, as well as the nature and complexity of the services and investments required;
- 15.1.5.4 is responsible for the veracity of all the information contained in the documentation and proposal presented, and;
- 15.1.5.5 received all the elements that are part of this TENDER, became aware of all the information and conditions for the fulfillment of the obligations of the TENDER, as well as considered the information received sufficient for the preparation of its proposal;

- 15.1.6 Declaration that no penalties of temporary suspension from participating in tenders and prohibition from contracting have been applied, and the declaration of no ineligibility to tender and contract by any entity or agency of the Federal, State, District, and Municipal Administration, whose effects are still in force, as per APPENDIX 1.1;
- 15.1.7 Certificate of completion of the technical visit, if it chooses to carry it out, under the terms of item 7.6 of the PUBLIC NOTICE, or, alternatively, declaration, under the terms and according to the model indicated in item 7.7 of this PUBLIC NOTICE, that he/she chose to formulate a proposal without carrying out the technical visit, and that it states that it is aware of the local conditions for the fulfillment of the obligations object of the CONCESSION;
- 15.2 All statements contained in the previous item must be submitted individually, by each BIDDER or member of the CONSORTIUM, except for the statements contained in items 15.1.5, 15.1.6 and 15.1.7, which may be issued by the CONSORTIUM itself, through the lead company.

16 PROCEDURES FOR THE ENVELOPES DELIVERY DATE AND THE PUBLIC SESSION

- 16.1 On the ENVELOPE DELIVERY DATE, the CONTRACTING COMMITTEE:
- a) will receive the DOCUMENTATION of the BIDDERS;
 - b) will open ENVELOPE No. 1 – BID GUARANTEE of all BIDDERS.
- 16.2 The CONTRACTING COMMITTEE will analyze, until the deadline provided for in item 16.4, with the advice of B3, the documents that are part of ENVELOPE No. 1 – BID GUARANTEE and may carry out diligence if necessary.
- 16.3 If it is verified, within the period indicated in item 16.4, that the BID GUARANTEE does not meet the requirements set forth in the TENDER, the BIDDER will be disqualified and its ENVELOPE No. 2 – ECONOMIC PROPOSAL and No. 3 – QUALIFICATION DOCUMENTS will be discarded by the CONTRACTING COMMITTEE.
- 16.4 Once the analysis of ENVELOPES No. 1 – BID GUARANTEE is concluded, the CONTRACTING COMMITTEE will disclose the result of those that were accepted, through publication on the website of FHEMIG ([https:// www.fhemig.mg.gov.br](https://www.fhemig.mg.gov.br)), FUNED (<https://www.funed.mg.gov.br>), the

PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>), as provided for in event 07 of the Preamble table.

- 16.5 The PUBLIC SESSION will be held on the date set forth in event 10 of the Preamble table, at B3's headquarters, located at Rua XV de Novembro, 275, Centro, São Paulo/SP, at which time ENVELOPE No. 2 – ECONOMIC PROPOSAL of all BIDDERS who had the BID GUARANTEE accepted by the CONTRACTING COMMITTEE will be opened and analyzed.
- 16.5.1 The entire PUBLIC SESSION will be recorded in audio and video, and will be broadcast publicly, live, being available at the time of its beginning, on the website of FHEMIG (<https://www.fhemig.mg.gov.br>), FUNED (<https://www.funed.mg.gov.br>), the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>), and the acts practiced therein will be recorded in minutes that will be signed by the CONTRACTING COMMITTEE.
- 16.6 Once the PUBLIC SESSION has begun, the CONTRACTING COMMITTEE will open ENVELOPE No. 2 – ECONOMIC PROPOSAL and examine the ECONOMIC PROPOSALS as to the adequacy of the object and the compatibility of the amount offered as the MAXIMUM ANNUAL AVAILABILITY PAYMENT established in this PUBLIC NOTICE, deciding on the matter.
- 16.7 The CONTRACTING COMMITTEE may disqualify the BIDDER that incurs the reasons provided for in item 13.5 of the TENDER.
- 16.8 After the analysis referred to in item 16.6, the CONTRACTING COMMITTEE will announce, individually, the values of the MAXIMUM ANNUAL AVAILABILITY PAYMENT offered in the ECONOMIC PROPOSALS of the BIDDERS whose BID GUARANTEES were considered suitable, as well as the order of initial classification of the BIDDERS, in ascending order of value of the MAXIMUM ANNUAL AVAILABILITY PAYMENT.
- 16.8.1 The BIDDER's rating does not guarantee its participation in the TENDER phase.
- 16.8.2 If there is only one valid ECONOMIC PROPOSAL, it will be considered the winner.
- 16.9 Among the BIDDERS who are qualified, only those who meet the following criteria will participate in the open phase:
- 16.9.1 The BIDDER who authored the ECONOMIC PROPOSAL with the lowest value of the MAXIMUM ANNUAL AVAILABILITY PAYMENT; and

- 16.9.2 The BIDDERS holding the PROPOSALS classified in an interval of up to 5% (five percent) in relation to the one that presented the lowest value of the MAXIMUM ANNUAL AVAILABILITY PAYMENT.
- 16.10 The bids in speakerphone, in the open phase, must be formulated successively, starting with the participating BIDDER that has offered the highest value of MAXIMUM ANNUAL AVAILABILITY PAYMENT (i.e., in reverse order to the order of classification of the ECONOMIC PROPOSALS), and, so on, meet the following requirements to be considered valid:
- 16.10.1 the bid must decrease the value of the ECONOMIC PROPOSAL of lower value, and intermediate bids are not allowed;
- 16.10.2 cannot have the same value as the bid of another BIDDER; and
- 16.10.3 must respect the minimum value defined by the CONTRACTING COMMITTEE between the bid offered and the lowest value in force at the time of the proposal.
- 16.10.4 At the discretion of the CONTRACTING COMMITTEE, a maximum time between bids may be established.
- 16.11 The withdrawal of the presentation of a verbal bid, when called by the SESSION DIRECTOR on behalf of the CONTRACTING COMMITTEE, will imply the exclusion of the BIDDER from the TENDER stage and the maintenance of the last price presented, for the purpose of subsequent classification of the ECONOMIC PROPOSALS;
- 16.12 At the end of the open stage, the CONTRACTING COMMITTEE will announce the order of final classification of the BIDDERS, in ascending order of the value of the MAXIMUM ANNUAL AVAILABILITY PAYMENT.
- 16.13 Immediately after the end of the open stage, the BIDDERS who offered bids must ratify their ECONOMIC PROPOSALS, already with their final bids, by signing a ratification term issued by the CONTRACTING COMMITTEE, according to the model contained in APPENDIX 1.1., upon affixing a signature by the respective CREDENTIALLED REPRESENTATIVES.
- 16.14 If there are no verbal bids in the open phase, the ECONOMIC PROPOSAL that has been best classified will be declared the proposal provisionally in first place.

- 16.15 In the event of a tie in the value of the ECONOMIC PROPOSALS presented in the closed phase, and if there are no verbal bids in the open phase, the CONTRACTING COMMITTEE will use the tie-breaking criteria established in article 60, II to IV of Federal Law No. 14,133/2021.
- 16.15.1 If there is no tiebreaker, it will verify compliance with the preferences established in the items of paragraph 1 of article 60 of Federal Law No. 14,133/2021.
- 16.15.2 If it is the winner based on the application of the tiebreaker and/or preference criteria referred to in the item 16.15 and 16.15.1, the BIDDER must prove compliance with the respective criteria by delivering documents for analysis by the CONTRACTING COMMITTEE, within a period established by it.
- 16.16 The order of classification of the ECONOMIC PROPOSALS will be published on the website of FHEMIG ([https:// www.fhemig.mg.gov.br](https://www.fhemig.mg.gov.br)), FUNED (<https://www.funed.mg.gov.br>) and the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>), under the terms of the schedule provided for in the Preamble of this PUBLIC NOTICE.

17 HABILITATION

- 17.1 Following the PUBLIC SESSION, the CONTRACTING COMMITTEE will open ENVELOPE No. 3 – QUALIFICATION DOCUMENTS of the BIDDER whose ECONOMIC PROPOSAL has been provisionally classified in first place.
- 17.2 The documentation required for QUALIFICATION purposes may be presented in original, by copy or replaced by registration in the Register of Suppliers of Minas Gerais – CAGEF, as applicable, in PDF format.
- 17.3 There will only be a need to present original documents when there is doubt regarding the integrity of the document presented, during the analysis of the document by the CONTRACTING COMMITTEE, or when the law expressly requires it.
- 17.4 Verification by the CONTRACTING COMMITTEE, on official websites of bodies and entities issuing certificates, constitutes a legal means of proof, for qualification purposes.
- 17.5 The replacement or presentation of new QUALIFICATION DOCUMENTS will not be allowed, except in the course of diligence, for:

- 17.5.1 complementation of information about the documents already presented by the BIDDER and provided that it is necessary to ascertain facts existing at the time of the opening of the TENDER process;
- 17.5.2 updating of documents whose validity has expired after the ENVELOPE DELIVERY DATE.
- 17.5.2.1 For certificates delivered without an express expiration date, a validity period of 90 (ninety) days will be considered, counted from their issuance, unless otherwise valid is established by law.
- 17.6 In the analysis of the QUALIFICATION DOCUMENTS, the CONTRACTING COMMITTEE may fix errors or flaws that do not alter the substance of the documents and their legal validity, by means of a reasoned order registered and accessible to all, attributing to them effectiveness for qualification and classification purposes.
- 17.7 Certificates obtained over the internet will be admitted, as long as they have been issued by official platforms, as well as contain the indication of the website where the authenticity of the information can be verified.
- 17.8 The BIDDER will only be qualified if it fully satisfies the provisions of the QUALIFICATION DOCUMENTS and the other requirements set forth in this PUBLIC NOTICE.
- 17.9 If the BIDDER whose ECONOMIC PROPOSAL has been provisionally ranked first does not meet the QUALIFICATION conditions of this PUBLIC NOTICE, after exhausting the possibilities of remediation, clarification or diligence, the CONTRACTING COMMITTEE will analyze the QUALIFICATION DOCUMENTATION of the BIDDER whose ECONOMIC PROPOSAL is classified in second place, and in case of non-compliance, this procedure will be successively repeated for the other BIDDERS, respecting the order of classification of the ECONOMIC PROPOSALS.
- 17.10 Once the analysis of the QUALIFICATION DOCUMENTS of the BIDDER provisionally ranked first has been concluded, and if it has met all the qualification requirements established in this PUBLIC NOTICE and in the legislation in force, it will be declared the winning BIDDER by the CONTRACTING COMMITTEE, by publishing the minutes of the judgment of the BID in the DOE, at the electronic address of FHEMIG ([https:// www.fhemig.mg.gov.br](https://www.fhemig.mg.gov.br)), FUNED (<https://www.funed.mg.gov.br>), the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>) and the PNCP.
- 17.11 The analysis of the QUALIFICATION DOCUMENTS of the BIDDER provisionally ranked first may be completed on the date of the PUBLIC SESSION or at a later date.

17.12 As of the publication of the minutes of the TENDER award, the other BIDDERS will have the right to view all documentation of the winning BIDDER, and a period will be opened for any appeal against the decisions of the CONTRACTING COMMITTEE, as provided for in item 18 of this PUBLIC NOTICE.

18 APPEALS

18.1 Any BIDDER may, after the publication of the minutes of the judgment, appeal any decisions made during the procedure, through a single appeal phase.

18.2 It will also be possible to file an appeal against the annulment or revocation of this TENDER.

18.3 The deadline for submitting the reasons for the appeal is 3 (three) business days, counted from the date of publication of the minutes of the judgment or the decision of annulment or revocation.

18.3.1. For the purposes of the provisions of article 165, paragraph 1, item I, of Law 14,133/2021, the BIDDERS who intend to appeal must express their interest by the end of the business day following the publication of the minutes of the CONTRACTING COMMITTEE that declares the BIDDER the winner.

18.4 The appeal shall be addressed to the authority that issued the act or issued the decision appealed, which may reconsider its decision within 3 (three) business days, or, within the same period, forward an appeal to the higher authority, which shall render its decision within 10 (ten) business days from the receipt of the records.

18.4.1 Appeals must be substantiated and signed by the appellant's legal representative or attorney with sufficient powers to do so.

18.4.2 The presentation of documents or information that should have already been presented in ENVELOPE No. 1 – BID GUARANTEE, in ENVELOPE No. 2 – ECONOMIC PROPOSAL or in ENVELOPE No. 3 – QUALIFICATION DOCUMENTS, whose omission has not been regularly remedied in the manner established in this PUBLIC NOTICE, will not be admitted on appeal.

18.5 The appeal must be sent to the e-mail address ppp.complexohope@fhemig.mg.gov.br with the subject "Concessão do Complexo de Saúde HoPE | Recurso", or filed in person at Rodovia Papa

João Paulo II, nº 4001 Edifício Gerais, 13º andar, Bairro Serra Verde, Belo Horizonte, MG, CEP 31.630-900.

- 18.6 Appeals filed after the deadline or without compliance with the requirements set forth in this PUBLIC NOTICE will not be heard.
- 18.7 The filing of appeals will be communicated to the other BIDDERS and, regardless of formal communication, an equal period of 3 (three) business days will be granted, counted from the day following the end of the period granted in item 18.3, for the other BIDDERS to present counter-appeals in the same manner provided for in item 18.5.
- 18.8 The other BIDDERS will have the right to view, digitally, the documentation enclosed in all the ENVELOPES of the winning BIDDER.
- 18.9 The appeal and the request for reconsideration will have a suspensive effect on the act or decision appealed until a final decision is taken by the competent authority.
- 18.10 The acceptance of the appeal invalidates only the acts that cannot be used.
- 18.11 The BIDDER will be guaranteed access to the essential elements for the defense of its interests, and the request for the availability of documentation must be made directly to the CONTRACTING COMMITTEE, by means of a message sent to the ppp.complexohope@fhemig.mg.gov.br e-mail address, with the subject "Concessão do Complexo de Saúde HOPE | Vista".
- 18.11.1 The deadlines for filing appeals or presenting counter-appeals only begin with access to the documents referred to in the previous item.
- 18.11.2 The request for documentation or viewing of the records must be made on the same date as the disclosure of the winner's declaration, by the means provided for in the PUBLIC NOTICE.
- 18.12 Appeals will be considered filed on the date of their receipt, except if the filing takes place after 11:59 p.m. (eleven hours and fifty-nine minutes post meridiem, Brasília time).
- 18.13 Appeals filed after 11:59 p.m. (eleven hours and fifty-nine minutes post meridiem, Brasília time) will be considered filed, for all purposes, including for the timeliness conference, on the immediately following business day.

18.14 Once the judgment of any appeals is concluded, the result will be published on the website of the GRANTING AUTHORITY and in the PNCP and published in the DOE.

19 APPROVAL AND AWARD

19.1 After the publication of the result of the TENDER and after the appeal period has elapsed, the process will be forwarded to the legal representative of the GRANTING AUTHORITY for adjudication of the object and approval of the tender.

19.2 The extract of the acts of adjudication of the object and approval of the event will be published in the DOE, in the PNCP and on the website of FHEMIG ([https:// www.fhemig.mg.gov.br](https://www.fhemig.mg.gov.br)), FUNED (<https://www.funed.mg.gov.br>) and the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>).

19.3 Once the object has been awarded, the TENDERER will be summoned, by sending an electronic email, to prove compliance with the precedent conditions and subsequent execution of the CONTRACT within 60 (sixty) days, extendable for an equal period, upon request of the CONCESSIONAIRE and at the discretion of the GRANTING AUTHORITY, for duly justified reason.

19.4 The summarized publication of the CONTRACT in the PNCP and DOE is an indispensable condition for its effectiveness, and must be provided by the GRANTING AUTHORITY within 20 (twenty) business days from its signature.

20 SIGNING OF THE CONTRACT

20.1 In order to sign the CONTRACT, the TENDERER must constitute an SPE, in the form of a Corporation, headquartered in the municipality of Belo Horizonte – MG, with the sole and exclusive corporate purpose of exploiting the object of the CONCESSION, under the terms of this PUBLIC NOTICE and ANNEXES.

20.2 Up to 5 (five) days before the maximum date for signing the CONTRACT, provided for in item 19.3, the TENDERER must prove to the GRANTING AUTHORITY:

20.2.1 the constitution of the SPE, with the corresponding bylaws, the certificate issued by the Board of Trade of the State of Minas Gerais and the registration in the National Registry of Legal Entities – CNPJ, or, in the case of an individual BIDDER, proof of the constitution of a wholly owned subsidiary in the form of a corporation;

- 20.2.2 description of the shareholding and management structure considered for the SPE, containing:
- a) description of the types of stocks/shares;
 - b) identification of shareholders and their respective holdings by type of stocks/shares;
 - c) indication of the corporate composition of the CONCESSIONAIRE, as applicable, and of its CONTROLLERS, as defined in the CONTRACT, up to the level of individuals. If the SPE's CONTROLLERS is an investment participation fund, compliance with this item must consider the existence of majority shareholders, or of an organ and respective members, with the power to influence the fund's bylaws, holders of powers similar to those referred to in Federal Law No. 6,404/1976, for the purpose of identifying the CONTROLLER;
 - d) copy of SPE's shareholders' agreements, when applicable;
 - e) identification of key administrators, including their respective resumes;
 - f) commitment to corporate governance principles in the management of the SPE and adoption of standardized accounting and financial statements, in accordance with the accounting practices adopted in Brazil, based on Federal Law No. 6,404/1976, on the rules issued by the Federal Accounting Council (CFC) and on the Interpretations, Guidelines and Pronouncements of the Accounting Pronouncements Committee (CPC), in accordance with specific regulations;
 - g) identification of the RELATED PARTIES, as defined in the CONTRACT, except for investment funds.
- 20.2.3 the subscription and payment of the capital stock of SPE, in the minimum amount of BRL 27,573,379.50 (twenty-seven million, five hundred and seventy-three thousand, three hundred and seventy-nine reais and fifty cents);
- 20.2.4 the provision of the CONTRACT PERFORMANCE GUARANTEE, unconditionally, under the terms, form and amounts required in the CONTRACT;
- 20.2.5 presentation of the insurance plan for the entire CONCESSION, containing information on the insurance necessary to cover the risks of the CONCESSION with the respective coverages;

- 20.2.5.1 An insurance plan is considered to be the document containing the list of all mandatory insurances, including the presentation of the coverage and respective insured amounts to be contracted, and is subject to review under the terms of the CONTRACT.
- 20.2.6 the payment of the amount equivalent to the cost of holding the auction at B3, corresponding to BRL 701,225.78 (seven hundred and one thousand, two hundred and twenty-five reais and seventy-eight cents), updated by the IPCA, after the lapse of 01 (one) year from referenced of September 2024, to be carried out upon payment of a bank slip issued by B3 from the date of award of the object, with a maturity of 15 (fifteen) calendar days, counted from its issuance, with a fine of 2% (two percent) and interest on arrears of 0.5% (half a percent) per month, pro rata tempore, calculated from the day of maturity until the date of effective settlement, in the case of delay;
- 20.2.7 proof of the hiring of the subcontractor holding the certificates presented for qualification purposes, as provided for in item 14.3.2, if it has been chosen to present only the hiring commitment, as provided for in item 14.3.2.2;
- 20.2.8 the indication of its legal representative and the governance structure of the CONTRACT, containing the team responsible for the interface with the GRANTING AUTHORITY;
- 20.2.9 Term of Integrity duly signed, pursuant to APPENDIX 1.1;
- 20.3 Within 7 (seven) business days, before the maximum date for signing the CONTRACT, provided for in item 19.3, arrange for the opening of the ESCROW ACCOUNT and the CAPEX BUYDOWN PAYMENT ACCOUNTS, as well as hire the ACCOUNT ADMINISTRATOR, under the terms defined by the GRANTING AUTHORITY.
- 20.3.1 The GRANTING AUTHORITY shall adopt the necessary measures to enable the opening of the GUARANTEE ACCOUNT and the CAPEX BUYDOWN PAYMENT ACCOUNTS, owned by the GRANTING AUTHORITY, by the TENDERER.
- 20.3.2 All costs arising from the hiring of the ACCOUNT ADMINISTRATOR will be the responsibility of the TENDERER, or of the SPE, if it has already been constituted, and, after signing the CONTRACT, of the SPE.
- 20.4 Failure by the TENDERER to comply with the requirements set forth in this PUBLIC NOTICE and/or the deadlines related to the signing of the CONTRACT will authorize the calling, by the GRANTING AUTHORITY, of the remaining BIDDERS, in the order of classification, to do so under the conditions

that were proposed by the BIDDER initially best classified, according to the system of article 90, paragraph 2, of Federal Law No. 14,133/2021, or the revocation of the TENDER, without prejudice to the application of the corresponding penalties and the execution of the BID GUARANTEE.

20.5 Once all the required conditions precedent are met, the CONTRACT will be signed within the period provided for in item 19.3 and the publication of its extract in the DOE and the disclosure of the signed CONTRACT in the PNCP and on the websites FHEMIG (<https://www.fhemig.mg.gov.br>), FUNED (<https://www.funed.mg.gov.br>) and the PPP Unit of the State of Minas Gerais (<https://www.parcerias.mg.gov.br>), under the terms of item 19.4.

20.6 At the expense and risk of the TENDERER, the GRANTING AUTHORITY may authorize it to access the CONCESSION AREA, even before the signing of the CONTRACT, aiming at the beginning of the preparation of its planning.

21 ADMINISTRATIVE INFRACTIONS AND SANCTIONS

21.1. As provided for in article 155 of Federal Law No. 14,133/2021, the BIDDER will be held administratively liable for the following infractions:

21.1.1. failure to deliver the documentation required for the TENDER, under the terms of this PUBLIC NOTICE;

21.1.2. not to maintain the proposal, except as a result of a duly justified supervening fact;

21.1.3. not entering into the CONTRACT or not meeting the precedent conditions set forth in items 20.2 and 20.3, when called within the validity period of its proposal;

21.1.4. present a false statement or documentation required for the TENDER process or make a false statement during the TENDER or the execution of the CONTRACT;

21.1.5. defrauding the TENDER or practicing a fraudulent act in the performance of the CONTRACT;

21.1.6. behaving in an inappropriate manner;

21.1.7. practice unlawful acts with a view to frustrating the objectives of the TENDER.

- 21.2. The following sanctions will be applied to the person responsible for administrative infractions, under the terms provided for in article 156 of Federal Law No. 14,133/2021:
 - 21.2.1. warning;
 - 21.2.2. fine;
 - 21.2.3. impediment to participate in tender or contracting;
 - 21.2.4. declaration of ineligibility to participate in tender or contracting, while the reasons determining the punishment persist or until his rehabilitation is promoted before the authority that applied the penalty, pursuant to article 163 of Federal Law No. 14,133/2021.
- 21.3. In the application of sanctions, the following shall be considered:
 - 21.3.1. the nature and seriousness of the offence committed;
 - 21.3.2. the peculiarities of the case;
 - 21.3.3. aggravating or mitigating circumstances;
 - 21.3.4. the damage that result from it to the PUBLIC ADMINISTRATION;
 - 21.3.5. the implementation or improvement of an integrity program, according to the rules and guidelines of the control bodies.
- 21.4. The fine, provided for in item 21.2.2, which may be executed by means of the BID GUARANTEE, will be applied to the person responsible for any of the administrative infractions provided for in item 21.1, as follows:
 - 21.4.1. fine corresponding to 0.5% (five tenths of a percent) of the estimated value of the CONTRACT, in the infractions provided for in items 21.1.1, 21.1.2., 21.1.4 and 21.1.6.

- 21.4.2. fine corresponding to 1% (one percent) of the estimated value of the CONTRACT, in the infractions provided for in items 21.1.3, 21.1.5 and 21.1.7.
- 21.5. In the application of the fine sanction, the interested party will be allowed to defend itself within 15 (fifteen) business days, counted from the date of its notification.
- 21.6. The impediment to participate in tender and contracting, provided for in sub-item 21.2.3, shall be applied to the person responsible for the administrative infractions provided for in sub-items 21.1.1 to 21.1.3, when the imposition of a more serious penalty is not justified, and shall prevent the person responsible to participate in tender or contracting within the scope of the Direct and Indirect PUBLIC ADMINISTRATION of the State of Minas Gerais, for a maximum period of 3 (three) years.
- 21.7. The declaration of ineligibility to participate in tender or contracting, provided for in item 21.2.4, shall be applied to the person responsible for the administrative infractions provided for in items 21.1.4 to 21.1.7, as well as for the administrative infractions provided for in items 21.1.1 to 21.1.3 that justify the imposition of a penalty more serious than the sanction referred to in item 21.4, and shall prevent the person responsible to participate in tender or contracting within the scope of the Direct and Indirect PUBLIC ADMINISTRATION of all federative entities, for a minimum period of 3 (three) years and a maximum of 6 (six) years.
- 21.7.1. The declaration of ineligibility to participate in tender or contracting will be preceded by legal analysis and its application will be the exclusive competence of the highest authority of the GRANTING AUTHORITY.
- 21.8. The sanctions of warning, impediment to participate in tender or contracting and the declaration of ineligibility to participate in tender or contracting may be applied cumulatively with the sanction of a fine.
- 21.9. The application of the sanctions provided for in item 21.2 does not exclude, under any circumstances, the obligation to fully repair the damage caused to the GRANTING AUTHORITY.
- 21.10. The application of the sanctions of impediment to participate in tender and contract and the declaration of ineligibility to participate in tender or contract will be preceded by the initiation of an administrative proceeding, to be conducted by a commission composed of 2 (two) or more permanent civil servants, which will evaluate known facts and circumstances and summon the interested party to, within 15 (fifteen) business days, from the date of the summons, present a written defense and specify the evidence it intends to produce.

- 21.10.1. In the event that a request for the production of new evidence or the gathering of evidence deemed indispensable by the commission is granted, the interested party may present final allegations within 15 (fifteen) business days from the date of the summons.
- 21.10.2. Illegal, impertinent, unnecessary, delaying or untimely evidence will be rejected by the commission by means of a reasoned decision.
- 21.11. An appeal may be filed within 15 (fifteen) business days of the application of the sanctions of warning, fine and impediment to participate in tender or contracting, counted from the date of the summons, which shall be addressed to the authority that issued the appealed decision, which, if it does not reconsider it within 5 (five) business days, shall forward the appeal with its reasons to the higher authority, which shall render its decision within a maximum period of 20 (twenty) business days, counted from the receipt of the records.
- 21.12. It will be up to the submission of a request for reconsideration of the application of the sanction of declaration of ineligibility to participate in tender or contracting within 15 (fifteen) business days, counted from the date of the summons, to be decided within a maximum period of 20 (twenty) business days, counted from its receipt.
- 21.13. The acts provided for as administrative infractions in Federal Law No. 14,133/2021 or in other tender and contract laws of the PUBLIC ADMINISTRATION that are also typified as harmful acts in Law No. 12,846/2013, will be investigated and judged jointly, in the same records, observing the procedural rite and the competent authority defined in said Law.
- 21.14. The fines and other sanctions, provided for herein, shall be applied without prejudice to the applicable civil or criminal sanctions or administrative proceedings.

22. FINAL REMARKS

- 22.1. Interested BIDDERS must be fully aware of the elements contained in this PUBLIC NOTICE, as well as all the general and peculiar conditions of the object to be contracted and may not invoke any lack of knowledge as an element preventing the formulation of their proposal or the perfect fulfillment of the CONTRACT.
- 22.2. Any physical protocol, for the purposes of this PUBLIC NOTICE, must be carried out on business days, until 5 pm (five post meridiem, Brasília time), except when expressly provided otherwise.
- 22.2.1. The protocol made after the time referred to in the previous item will be considered as carried out on the immediately following business day.

- 22.3. The deadlines established in this PUBLIC NOTICE and its ANNEXES will be counted in calendar days, unless expressly referred to business days, and the first day must be excluded and the last one included.
- 22.4. Unless otherwise provided, the deadlines only begin and expire on business days of the GRANTING AUTHORITY, extending the initial and the final term to the first subsequent business day, in cases where the start or expiration date of the term coincides with a day on which there is no business day.
- 22.5. In case of absence of business hours or occurrence of a supervening fact that prevents the holding of the event on the previously scheduled date, the session will be automatically transferred to the first subsequent business day, at the same time previously established, except in the event of communication to the contrary by the CONTRACTING COMMITTEE.
- 22.6. For all time references contained in this PUBLIC NOTICE, the official time of Brasília – DF will be observed, as well as the opening hours of the GRANTING AUTHORITY.
- 22.7. The GRANTING AUTHORITY may revoke or annul this TENDER, pursuant to article 71, II and III of Federal Law No. 14,133/2021.
- 22.8. The BIDDER will bear all expenses related to the preparation and presentation of its documentation and ECONOMIC PROPOSAL, and the GRANTING AUTHORITY will not be responsible for such costs, under any circumstances and regardless of the result of the TENDER, even if the contracting is not effective, for any reason, including the case of cancellation or revocation of the TENDER.
- 22.9. Failure to comply with non-essential formal requirements will not result in the exclusion of the BIDDER, as long as it is possible to acknowledge the act, observing the principles of isonomy and public interest.
- 22.10. Omissions will be resolved by the CONTRACTING COMMITTEE, which shall interpret the rules set forth in this PUBLIC NOTICE and base its decisions on the rules in force and the principles that govern the PUBLIC ADMINISTRATION.
- 22.11. To resolve issues arising from this PUBLIC NOTICE that are not settled at the administrative level, the competent jurisdiction is the Court of the District of Belo Horizonte – MG.

Belo Horizonte, June 18, 2025.