



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
ANTONIO DARI ANTUNES ZHBAKOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72969

BOOK No. 222

PAGE No. 001

I, the undersigned Sworn Translator and Commercial Interpreter, hereby CERTIFY this is the description and faithful translation of a DOCUMENT written in Portuguese, which I translate as follows:

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[Letterhead paper of São Paulo / São Paulo Turismo / Prefeitura de São Paulo [São Paulo City Hall]]

Financial Administrative and Investor Relations Board

Special Bidding Commission – CEL

Process No.. 7210.2020.0000956-3

International Bid no. 001/2020

INTERNATIONAL BID NO. 001/2020

INVITATION FOR BID

ONEROUS CONCESSION FOR USE OF ANHEMBI COMPLEX FOR REFORM, MANAGEMENT, MAINTENANCE, OPERATION AND EXPLOITATION

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PREAMBLE

ADMINISTRATIVE PROCESS 7210.2020/0000956-3



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PAGE No. 002

MODALITY: INTERNATIONAL BID

TYPE: HIGHER OFFER OF FIXED GRANT FOR EXPLOITATION OF THE CONCESSION.

THE OBJECT ONEROUS CONCESSION FOR USE OF ANHEMBI COMPLEX FOR REFORM, MANAGEMENT, MAINTENANCE, OPERATION AND EXPLOITATION.

CONCESSION TERM: 30 YEARS.

São Paulo Turismo S.A. ("SP Turis" or "Company"), a quasi-public company controlled by the Municipality of São Paulo, makes it public the bidding as international bidding mode for the selection of the most advantageous proposal for contracting concessions for reform, management, maintenance, operation and exploitation of the Anhembi Complex, located in the municipality of São Paulo, in accordance with Federal Law No. 8,987/1995 and its subsequent amendments, Federal Law No. 13,303/2016 and, in the alternative, with Federal Law No. 8,666/1993 and its subsequent amendments, Municipal Law No. 13,278/2002 and its subsequent amendments, Municipal Decree No. 44,279/2003 and other rules governing the subject matter, of this Invitation to Bid.

The Anhembi Complex is a tourist, entertainment and leisure pole, focusing on exhibitions and conventions. The potential of this facility should be used better by the implementation of interventions to improve and expand its infrastructure and the installation of associated projects that have synergy with the activities already carried out in the area.

The choice for structuring the Concession Design of Anhembi Complex took into account some aspects. First, the fact that the private partner could bring ideas that resulted in a new dynamic for Santana region and part to the urban development guidelines of the area. Second, as the administration of SP Turis has obstacles to enlarge the exploitation Anhembi Complex, since there are differences in the current Complex structure compared to other spaces that compete in activities related to the hosting of fairs, exhibitions, conventions and events.

Moreover, in the current economic scenario, an asset devoted to the hosting of major events is no justified managed by entity of the Municipal Government Administration, whereas the private industry has absorbed such activities, with greater dynamism, efficiency and technical experience in specific markets.

Therefore, recalling that, in 2019, the Municipality of São Paulo published the Invitation to Bid No. 002 / SMDP / 2019, which purpose was to carry out the auction for the disposal of SP Turis' shares owned by the Municipality. However, in absence of interested parties in bidding it was declared the desert auction, according to statement published in the Official Gazette of the City of São Paulo on the day September 20, 2019.

On these developments, rather than the privatization of SP Turis, the option is the Concession of the Anhembi complex. This is because the economic and social impact from the generation of revenues from Concession shall enable the satisfaction of the public interest and the economic and financial recovery of SP Turis. In addition, it is estimated that the SP Turis receives, over the 30 years of the concession, BRL 331 million as payment of Fixed and Variable Grant, as Net Present Value.

The positive impact of the Concession is also displayed on the assignments that the future Concessionaire shall have to fulfill during the term of the Concession of Anhembi Complex. Among them, we highlight the availability of facilities for commercial exploitation (i) exhibition area at least 74 700 m² with air-conditioned and modular space; (ii) convention space and exhibits at least 24 thousand area m² and total capacity for 12 thousand people, and plenary hall with minimum area of 5000 m² and the capacity at least for 5 thousand people; and (iii) the adequacy and modernization of the Grande Otelo Sport and Cultural Pole (Sambadrome) particularly for the events held in the Carnival period.

The Concession of Anhembi Complex meets the needs of public interest on reform, management, maintenance, operation and exploration of the Complex. Through private investment and operation, paid and amortized through the property exploitation for a certain period, it is expected that the concessionaire gives efficiency in managing the Anhembi Complex and explore the potential for new revenues, allowing structural and operational improvements to



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such facility. That is, the commercial exploitation of buildings to be eventually built on the land of the Anhembi Complex shall enhance the current uses of the Complex and contribute to the economic development of the surroundings of this facility, repositioning it in the market and providing to the municipality a structure compatible with its economic and cultural dimension of conventions and domestic and international exhibitions.

Moreover, important to point out that the contractual type presented to bidding assumes the delegation, to the future concessionaire of integrated activities, gathering all the necessary fronts for the actual rendering of the activities under the concession, as well as to provide efficiency in the performance of the Agreement and development of the region. The proposal is that the activities and works set are contracted by the Concessionaire in a unified manner, and controlled by inspection established in the Agreement and its Exhibits. The focus in this case is the results aiming at the concession, rather than the means adopted, which would give a wide margin of flexibility for the private partner. In addition, this model shall enable efficiency and quality gains in the administration and operation of the Anhembi Complex, considering the implementation of all actions by single agent responsible for managing the Complex, and the possibility of exploring new sources of revenue.

As performing nowadays, in respect to Government Administration, the possibility of transferring to private industry is determined, through a concession model, using the Anhembi Complex for reform, management, maintenance, operation and exploitation, covering all investments necessary for implementing the guidelines presented, for the reasonable time to allow the amortization of the investments to be made at a compensation compatible with the market.

Moreover, noting that the model estimated on the reversibility of essential assets used in the performance of the Concession purpose. That is, all assets essential to the continued implementation of the Concession purpose, including, for example, any buildings that the future concessionaire should build inside the Anhembi Complex, shall revert to the Contract-Letting Agency after the termination of contractual term, and shall allow its continued use and exploitation.

Therefore, the choice of future Concessionaire of Anhembi Complex shall be made by bidding to be carried out according to the order of the phases of judgment and qualification provided for in art. 51 of the Federal Law No. 13,303 / 2016.

For trial purposes, the highest bid criterion shall be used in closed bidding mode, pursuant to art. 52, § 2, and art. 54, section VI, both the Federal Law No. 13,303 / 2016, in compliance with the parameters established herein and its exhibits.

The envelopes containing the commercial proposal and the clearance documents should be delivered between 09/22/2020, up to 09:30 am on day 11/06/2020, to the Receipt sector of Sao Paulo Turismo (next to the reception of the administrative headquarters), at Av. Olavo Fontoura, 1209 – Portão 35 – Parque Anhembi – Santana – São Paulo – SP..

The opening session of the envelopes shall take place on 11/06/2020 from 10:00 pm, in Suite 3 of the Convention Center of Anhembi, at Av. Olavo Fontoura, 1209 – Portão 35 - Parque Anhembi –São Paulo – SP, according to the conditions in the Invitation to Bid.

The bidding was submitted to public consultation in the period from 07.11.2020 to 08.08.2020, as well as virtual public hearing held on 07.30.2020, under the Municipal Decree No. 48,042 / 2006.

The launch of this invitation to bid of public bidding was authorized by the Municipal Council for Privatization and Partnerships in its Meeting, which was held on 08/26/2020, under the Municipal Law No. 16,651 / 2017 and the Municipal Decree No. 57,693 / 2017.

In addition, the launch was also authorized by the Board of Directors of São Paulo Turismo S.A., in its extraordinary meeting, held on 09/21/2020, pursuant to the Company's Bylaws.

Notice of this Invitation to Bid was published in the Official Gazette of the City of São Paulo and other major newspapers, as well as at the website on 9/22/2020.



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Any subsequent changes on this bidding shall be published in the Official Gazette of the City of São Paulo and on the website <https://www.imprensaoficial.com.br>.

The information, drawings and images are available to interested parties related to the Anhembi Complex, which should be used as subsidies by Bidders. Access to data should be made through the address <https://processoeletronico.prefeitura.sp.gov.br/consulte-o-andamento-de-processos/>.

São Paulo, September 21, 2020.

President of the Special Bidding Commission

CHAPTER I - GENERAL PROVISIONS

0. THE DEFINITIONS

0.1. For the purposes of this INVITATION TO BID and its EXHIBITS, the terms listed below, when used in the singular or plural, in capital letters, shall have the meanings contained in this sub-clause:

- a) **ABNT:** is Brazilian Association of Technical Standards;
- b) **TECHNICAL EXPERTISE:** comprises the technical and operational capacity of a certain legal entity involving its set of business qualities, such as its administrative structure, its organizational methods, its internal quality control processes, its staff, etc.;
- c) **AWARD:** act by act by the competent authority of the CONTRACT-LETTING AGENCY granting to the winning BIDDER the PURPOSE of the BIDDING;
- d) **AWARDED BIDDER:** BIDDER to which the subject matter of the BIDDING is awarded;
- e) **EXHIBITS:** the documents that are part of this INVITATION TO BID;
- f) **REVERSIBLE ASSETS:** are the CONCESSION assets that shall be reverted to the CONTRACT-LETTING AGENCY at the termination of the AGREEMENT, including those indirectly related to the performance of the PURPOSE contracted in the ANHEMBI COMPLEX, such as the ASSOCIATED PROJECTS;
- g) **ASSETS LINKED TO THE CONCESSION:** assets part or not of the CONCESSIONAIRE's assets, necessary for the implementation and proper and continuous performance of the activities of the PURPOSE to be contracted in the ANHEMBI COMPLEX;
- h) **UNFORESEEABLE CIRCUMSTANCES AND FORCE MAJOR:** unforeseeable (or predictable, but the effects of which cannot be avoided) and inevitable, which result in proven excessive burden for any of the PARTIES or unequivocally prevent the continuity of the CONCESSION. UNFORESEEABLE CIRCUMSTANCES is any situation arising from fact beyond the PARTIES' will however from human beings acts. FORCE MAJEURE: any situation arising from fact beyond the PARTIES' will however from human beings acts.
- i) **SPECIAL BIDDING COMMISSION:** commission established by appointed by DPR ACT no. 032/20, which shall be liable for receiving, examining and judging all documents and carrying out the BIDDING procedures;
- j) **ANHEMBI COMPLEX** area granted for the performance of the PURPOSE, consisting in NESGAS and Blocks 283 and 284 of Sector 073 of the Municipality of São Paulo, content of records no. 155,260 and no. 155,261 of 3rd Real Estate Registry and No. 194,403 of 8th Real Estate Registry, and comprising the assets, equipment and all infrastructure, specified in EXHIBIT III of the INVITATION TO BID- DESCRIPTIVE REPORT, including the space destined to the CONVENTION CENTER, the EXHIBITION PAVILION and the SAMBADROME;
- k) **CONCESSION :**the concession for the performance of the PURPOSE, granted to the CONCESSIONAIRE for the term and conditions provided in this AGREEMENT;
- l) **CONCESSIONAIRE** or PERMIT HOLDER is the SPECIFIC PURPOSE COMPANY - SPE, incorporated in accordance with the provisions of the INVITATION TO BID and AGREEMENT and under Brazilian laws, with the exclusive purpose of performance of the PURPOSE of the CONCESSION;
- m) **CONSORTIUM MEMBER:** company, fund or legal entity that is part of a CONSORTIUM;
- n) **CONSORTIUM:** association of companies, funds or legal entities in order to participate in the BIDDING, which, winning the event, shall incorporate SPECIFIC PURPOSE COMPANY, according to Brazilian laws;



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- o) AGREEMENT**: legal instrument to be signed between the PARTIES, which governs the terms of the CONCESSION, in accordance with EXHIBIT II of this INVITATION TO BID- DRAFT OF THE AGREEMENT;
- p) SUBSIDIARY**: any company, fund or legal entity which CONTROL is carried out by another company, fund or legal entity;
- q) PARENT COMPANY**: any company, fund or legal entity, which carries out the CONTROL over another company, fund or legal entity;
- r) CONTROL**: power held by individual or individuals group related by vote agreement or joint control whether separately or jointly to: (i) permanently exercise the rights ensuring the majority of votes in the corporate decisions and electing the majority of administrators or managers of the other legal entity, fund or complementary social security entities, as applicable; and/or (ii) actually managing the corporate activities and guiding the departments operation of the other entity, fund or complementary social security entity.
- s) ACCREDITATION** : Required documents set of representative (s) of each BIDDER to act on its behalf within the BID;
- t) DATE OF STARTING ORDER** : date from which the CONCESSIONAIRE shall begin the performance of the PURPOSE, in accordance with the order in writing by the CONTRACT-LETTING AGENCY to the CONCESSIONAIRE, after publishing the summary of this AGREEMENT in the Official Gazette of the City of São Paulo;
- u) DATE FOR PROPOSAL DELIVERY**: date corresponding to 09/22/2020 up to 09:30 pm on 11/06/2020, when they shall be delivered to the Receipt sector of Sao Paulo Turismo (next to the reception of the administrative headquarters), at Av. Olavo Fontoura, 1209 – Portão 35 – Parque Anhembi – Santana – Sao Paulo – SP, all the documents necessary for participation in the BIDDING, accreditation documents, ENVELOPE 1 – COMMERCIAL PROPOSAL and ENVELOPE 2 – QUALIFICATION DOCUMENTS;
- v) PUBLICATION DATE OF THE AGREEMENT**: date of publication of the summary of this AGREEMENT in the Official Gazette of the City of São Paulo;
- w) QUALIFICATION DOCUMENTS**: documents set listed in this INVITATION TO BID, to prove, among others, the legal qualification, fiscal and labor compliance, the economic and financial qualification and the technical qualification of the BIDDERS;
- x) INVITATION TO BID**: this Invitation No. 7210.2020/ 0000956- 3/2020, which contains the set of rules and conditions necessary to guide the BIDDING;
- y) ASSOCIATED PROJECTS**: new buildings to be built in the ANHEMBI COMPLEX, which should be exploited economically by the CONCESSIONAIRE, according to its exclusive interest;
- z) ENVELOPES**: set formed by ENVELOPE 1 and ENVELOPE 2;
- aa) ENVELOPE 1** : enclosure with COMMERCIAL PROPOSAL;
- bb) ENVELOPE 2** : enclosure containing the QUALIFICATION DOCUMENTS;
- cc) LARGE SIZE FACILITY**: facility with an exhibition area equal to or larger than 25,000.00^m² (twenty-five thousand square meters) and a convention center with a minimum capacity of 2,000 (two thousand) people;
- dd) FINANCIER**: any financial institution, development bank or multilateral credit agency, which provides financing to the CONCESSIONAIRE for the performance of the PURPOSE;
- ee) FINANCING**: any and all financing, possibly granted to the CONCESSIONAIRE, in the form of debt, to fulfill its obligations under this AGREEMENT;
- ff) PERFORMANCE BOND OF THE AGREEMENT**: the guarantee of the faithful fulfillment of the CONCESSIONAIRE's obligations, to be maintained on behalf of CONTRACT-LETTING AGENCY;
- gg) PROPOSAL GUARANTEE**: Guarantee rendered by Bidders which should be executed by CONTRACT-LETTING AGENCY pursuant the INVITATION TO BID.



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- hh)** APPROVAL: The act by proper authority that ratifies the outcomes of BIDDING after the compliance is checked on performed acts.
- ii)** ADJUSTMENT INDEX: is Wide Consumer Prices Index -IPCA determined by Brazilian Geography and Statistics Institute -IBGE
- jj)** INTERVENING CONSENTING PARTY: the Municipality of São Paulo, through the Municipal Office of the Chief of Staff.
- kk)** BIDDING: this International Bidding No. 001//SPTURIS/2020, administrative procedure carried out by the CONTRACT-LETTING AGENCY to select, among the COMMERCIAL PROPOSALS submitted, the one that is most advantageous to the CONTRACT-LETTING AGENCY based on the criteria set forth in this INVITATION TO BID;
- ll)** BIDDER any company, fund, legal entity or CONSORTIUM participant in the BIDDING ;
- mm)** NESGAS: Municipal properties located in the alignments of Avenida Olavo Fontoura, Marginal Tiete and Avenida Assis Chateaubriand Avenue, as indicated in Exhibit III of this- INVITATION TO BID - DESCRIPTIVE REPORT;
- nn)** PURPOSE: onerous concession for use of ANHEMBI COMPLEX for reform, management, maintenance, operation and exploitation.
- oo)** START ORDER: is the document issued by the CONTRACT-LETTING AGENCY in writing to the CONCESSIONAIRE after the PUBLICATION DATE OF THE AGREEMENT, which sets the date for the beginning of the performance of the PURPOSE, pursuant to this AGREEMENT;
- pp)** ACTUAL GRANT: is the amount of the grant to be paid by the CONCESSIONAIRE to the CONTRACT-LETTING AGENCY due to the exploitation of the PURPOSE, based on the FIXED GRANT and the VARIABLE GRANT of the CONCESSIONAIRE, in the form of EXHIBIT IV of this AGREEMENT- GRANT PAYMENT MECHANISM;
- qq)** FIXED GRANT: consists of the amount to be paid by the CONCESSIONAIRE to the CONTRACT-LETTING AGENCY prior to the signature of the AGREEMENT, for the operation of the PURPOSE, in accordance with the AGREEMENT and EXHIBIT IV of the AGREEMENT -GRANT PAYMENT MECHANISM;
- rr)** RECURRENT GRANT : is the composition of the TERRITORIAL GRANT AND VARIABLE GRANT to be paid under this AGREEMENT and EXHIBIT IV of the AGREEMENT- MECHANISM FOR GRANT PAYMENT;
- ss)** TERRITORIAL GRANT : is the consideration to be paid by the CONCESSIONAIRE to the INTERVENING CONSENTING PARTY for the use of NESGAS under the AGREEMENT and the EXHIBIT IV of the AGREEMENT - MECHANISM FOR GRANT PAYMENT;
- tt)** VARIABLE GRANT is the sharing of TOTAL REVENUE of the CONCESSIONAIRE, which values, percentages, calculating metrics, adjustment and other conditions are listed in EXHIBIT IV of the AGREEMENT - GRANT PAYMENT MECHANISM.
- uu)** CONVENTIONS CENTER facility especially for events and conventions comprising the Celso Furtado and Elis Regina Auditoriums, halls, modular rooms and plenary as mentioned in EXHIBIT III of this INVITATION TO NOTICE- DESCRIPTIVE REPORT.
- vv)** RELATED PARTY : Any PARENT, SUBSIDIARY or related to the CONCESSIONAIRE, as well as those regarded as such by the accounting standards in force;
- ww)** PARTIES: are the CONTRACT-LETTING AGENCY AND CONCESSIONAIRE.
- xx)** EXHIBITION PAVILION : is Caio Alcantara Machado Exhibition Pavilion, comprising North / South Pavilion, West Pavilion and Monumental Portal, as described in EXHIBIT III of this INVITATION TO NOTICE- DESCRIPTIVE REPORT.



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yy) INTERVENTION PLAN : Document contained the planning of the works performance of INTERVENTION PROGRAM, including schedule and cost forecast for each of its stages, to be presented by CONCESSIONAIRE pursuant to EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.

zz) OPERATIONAL PLANS : Plans containing all the planning of services and mandatory and optional activities in ANHEMBI COMPLEX for the performance of the PURPOSE under EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.

aaa) CONTRACT-LETTING AGENCY: São Paulo Turismo SA, quasi-public company controlled by the municipality of São Paulo ;

bbb) INTERVENTION PROGRAM : handbook with the mandatory interventions to be performed by the CONCESSIONAIRE in ANHEMBI COMPLEX as one of the assignments of PURPOSE, including INTERVENTION PLAN, the BASIC DESIGN and OPERATIONAL PLANS under EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.

ccc) BASIC PROJECT : designs to be drafted by CONCESSIONAIRE before carrying out any works, including INTERVENTION PROGRAM, subject to the applicable technical standards and current legislation then in force;

ddd) COMMERCIAL PROPOSAL : is the financial proposal submitted by BIDDERS according to the terms and conditions in the INVITATION TO BID and its EXHIBITS that contains the value of FIXED GRANT to be paid to the CONTRACT-LETTING AGENCY by the future CONCESSIONAIRE;

eee) SAMBADROME : is the Grande Otelo Cultural and Sports Pole, located on Quadra 283, except for the operating area while it maintains its purpose as mentioned in EXHIBIT III of this INVITATION TO BID- DESCRIPTIVE REPORT;

fff) SPECIFIC PURPOSE COMPANY or SPE: Special Purpose Company, or Wholly-Owned Subsidiary, which shall be incorporated by the WINNING BIDDER, that has participated in the event as CONSORTIUM or individual BIDDER, in accordance with the laws of the Federative Republic of Brazil, for the exclusive performance of PURPOSE of the CONCESSION;

ggg) SUSEP : Is the Superintendence of Private Insurance, an independent federal agency created by Decree-Law No. 73 of November 21, 1966;

hhh) USERS : All visitors to the ANHEMBI COMPLEX that use its facilities, services, events, attractions or any other economic activities offered therein;

iii) MINIMUM VALUE OF FIXED GRANT : The minimum reference value to be considered by the BIDDERS in preparing its COMMERCIAL PROPOSAL, which is BRL 53,735,236.00 (fifty-three million seven thirty-five million two hundred thirty-six reais).

1. DOCUMENTS PART OF BIDDING AND GENERAL INFORMATION OF BIDDING

1.1. The following EXHIBITS are part of this INVITATION TO BID, as inseparable parts:

- a)** EXHIBIT I - MODELS AND STATEMENTS
- b)** EXHIBIT II - DRAFT of AGREEMENT AND ITS EXHIBITS;
- c)** EXHIBIT III - DESCRIPTIVE REPORT; and
- d)** EXHIBIT IV - REFERENCE BUSINESS PLAN

1.2. The copy of this NOTICE, with the RESPECTIVE EXHIBITS, SHALL be available on the website www.spturis.com and <http://e-negociosidadesp.prefeitura.sp.gov.br>, as well as in electronic media with the Purchasing Management of Sao Paulo Turismo, Rua Professor Milton Rodrigues, S/No – Gate 31 – setor I – Parque Anhembi – Santana – Sao Paulo – SP, to submit CD-R/DVD/flash drive for recording), on business days, between 10:00 and 12:00 and from 14:00 to 17:00, for filling the receipt for withdrawal with the data of the person concerned (Corporate Name/Full Name reason, CNPJ/CPF, address, telephone, e-mail for contact) , between Monday to Friday, from 9:00 to 17:00 and the interested party shall pre-schedule with the SPECIAL BIDDING COMMISSION, in the



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Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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e-mail address [●], subject to the provision of the copy through by this way to the submission of media with sufficient capacity for the storage of the files (CD/DVD, *flash drive* or external HD).

1.3. The CONTRACT-LETTING AGENCY shall not be liable for the authenticity of the content of INVITATION TO BI and EXHIBITS obtained or known in manner or in locations other than those provided for in the previous sub item.

1.4. The BIDDERS are liable for obtaining all data and information on the operation of CONCESSION.

1.5. Except for the obligations under AGREEMENT, information, studies, research, investigations, surveys, designs, spreadsheets and other documents or data relating to the CONCESSION and provided by the CONTRACT-LETTING AGENCY are purely referential and unbinding, and those concerned shall review all the instructions, conditions, requirements, laws, ordinances, standards, specifications and regulations applicable to the CONCESSION, and liable also for costs and expenses relating to necessary measures for the preparation of their PROPOSALS and its QUALIFICATION DOCUMENTS and participation in BIDDING including the studies necessary to develop designs and studies that are deemed relevant and holding the CONTRACT-LETTING AGENCY harmless from any liability for inaccuracies identified in the area information.

1.6. Obtaining the Invitation should not be a condition to take part in the BIDDING, however BIDDERS' knowledge and acceptance are enough thereon regarding all the provisions and conditions.

1.7. In the event of divergences between the INVITATION TO BID and EXHIBITS, the INVITATION provisions shall prevail.

2. PURPOSE

2.1. The PURPOSE of this BIDDING is onerous CONCESSION for use of ANHEMBI COMPLEX for reform, management, maintenance, operation and exploitation by private entities

2.2. The performance of PURPOSE shall involve the fulfillment of obligations and the activities provided for in EXHIBIT II - DRAFT OF AGREEMENT and its EXHIBITS, in particular:

a) the reform, maintenance, requalification and routine, preventive and corrective maintenance of ANHEMBI COMPLEX in accordance with the specifications contained in EXHIBIT II of this INVITATION TO BID- DRAFT OF AGREEMENT and according to the specifications in EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK;

b) operation of ANHEMBI COMPLEX comprising the management and development of the entire area, and the operation of the sectors that should be leased;

c) efficient economic exploitation of ANHEMBI COMPLEX from the START DATE OF ORDER, in accordance with the technical specifications set forth in EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK

d) Performance INTERVENTION PROGRAM, in accordance with EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK;

e) full compliance with the minimum standards of operation quality, set forth in EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK, throughout the term of CONCESSION.

2.3. The revenues to be earned by the CONCESSIONAIRE shall result from the exploitation of ANHEMBI COMPLEX, in compliance with the terms of the AGREEMENT.

2.4. The features and technical specifications for the performance of the PURPOSE are indicated in the AGREEMENT and its EXHIBITS.

2.5. Notwithstanding the provisions in the documents in invitation to bid, the performance of the PURPOSE shall comply with the provisions in the rules, standards and other procedures contained in the applicable legislation.

2.6. ANHEMBI COMPLEX shall be assumed by CONCESSIONAIRE after START DATE OF ORDER, according to the AGREEMENT and EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.



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TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

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3. JUDGMENT CRITERIA OF BIDDING

3.1. This BIDDING shall adopt as a judgment criterion of the highest bid concerning FIXED GRANT to be paid by the CONCESSIONAIRE to the CONTRACT-LETTING AGENCY by CONCESSION OF ANHEMBI COMPLEX for its reform, management, maintenance, operation and exploitation, pursuant to art. 54, section VI, of the Federal Law No. 13,303 / 2016 and in art. 15, II, of the Federal Law No. 8.987 / 1995, subject to the parameters set forth in this INVITATION TO BID and its EXHIBITS.

4. ESTIMATED VALUE OF THE AGREEMENT

4.1. For the purposes of this BIDDING, the estimated value of the AGREEMENT is BRL 4,265,898.00 (four billion [sic] two hundred sixty-five thousand eight hundred ninety eight reais) which corresponds to the value of the estimated investments for performance of the obligations of the AGREEMENT, cumulated with the MINIMUM VALUE OF FIXED GRANT and VARIABLE GRANT, as well as estimated costs and expenses, throughout the term of the CONCESSION.

4.2. The amount comprised in previous sub item is a simply indicative and shall not be used by any PARTY to request the restatement of the economic-financial balance of CONCESSION.

5. CONCESSION TERM

5.1. The effective term of the CONCESSION is 30 (thirty) years from the START DATE OF ORDER.

6. PARTICIPATION CONDITIONS

6.1. The companies, funds and legal entities, Brazilian or foreigner should participate in this BIDDING including financial institutions and complement pension funds and investment funds, separately or in CONSORTIUM.

6.2. The following shall not participate in the BIDDING separately or in CONSORTIUM:

a) That has been declared disreputable, including companies that are PARENT COMPANIES or CONTROLLED, affiliates and subsidiaries to each other, prevented or suspended from the right to bid and contracting with the Government, by any entities of the Government Administration, whether direct or indirect, in the Federal, State, District or Municipal spheres, or by court decision;

b) That is serving a sentence of temporary suspension of participation in bidding and hindrance to contract with agency or entity of Government Administration, whether direct or indirect, in the Federal, State, District or Municipal spheres, due to the art. 87, III and art. 88 of Federal Law 8.666 / 1993, or art. 7 of the Federal Law No. 10,520 / 2002;

c) That has been sentenced, which sentence was final and non-appealed, sentence of rights interdiction due to the environmental crimes, as provided for under 10th article of Law no. 9605/1998.

d) That is forbidden to contract with the Municipality of São Paulo due to the inclusion sanctions in the record referred to Articles 22 and 23 of Federal Law No. 12,846 / 2013;

e) That has been prohibited by the Court of the Economic Defense Administrative Council - CADE to participate in biddings organized by the Government Administration, whether direct or indirect, in the Federal, State or Municipal spheres, due to the practice of violation of the economic order, pursuant to art. 38, II, of the Federal Law No. 12.529 / 2011;

f) That has been prohibited from contracting with the Government as a result of conviction for an act of administrative misconduct, pursuant to art. 12 of the Federal Law No. 8.429 / 1992;

g) That has been suspended temporarily, prevented or declared disreputable to bid or contract with the Municipal Government Administration, whether direct and indirect, for breach to Federal Law No. 12,527 / 2011 - Information Access Law, pursuant to art. 33, items IV and V;

h) which manager (s), member holder of more than 5% (five percent) of the capital stock or technical responsible has (have) been employee in a position or office in the Municipal Office of the Chief of Staff of the Municipality of São Paulo, the Municipal Government Department of the City of São Paulo, in São Paulo Turismo S.A. or São Paulo Parcerias S.A., in last year, subject to other hindrances set forth in applicable laws and regulations;

or



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- i) Is included in any of the cases provided for in art. 38 of the Federal Law No. 13,303 / 2016.
- 6.3.** The participation shall be forbidden, separately or in CONSORTIUM, to companies, investment funds or legal entities that abuse to the right of legal identity incorporation to circumvent the prohibitions referred to in the above sub item, pursuant to art. 14 of the Federal Law No. 12,846 / 2013.
- 6.4.** A SPECIAL BIDDING COMMISSION shall verify any breach to the prohibition to participate in the BIDDING by consultation to:
- a) National Civil Sentence Record by Administrative Dishonesty, maintained by National Justice Council in e-mail address: www.cnj.jus.br/improbidade_adm/consultar_requerido.php.
- b) National Record of Disreputable and Suspended Companies- CEIS, the electronic address <http://www.portaltransparencia.gov.br/sancoes/ceis> ;
- c) Administrative Sanctions Portal in the electronic address https://www.bec.sp.gov.br/Sancoes_ui/asp/sancoes.aspx ;
- d) List of Punished Companies , available at the electronic address: https://www.prefeitura.sp.gov.br/cidade/secretarias/gestao/suprimentos_e_servicos/empresas_punidas/index.php?p=9255.
- 7.4.1.** Consultations shall be on name of the BIDDER, of any headquarters or subsidiary, as well as its majority and managing members.
- 7. CONSORTIUM**
- 7.1.** For the CONSORTIUM and subject to the other requirements set forth in this INVITATION TO BID, the participation of BIDDERS shall comply with the provisions of art. 33 of the Federal Law 8.666 / 1993, and in art. 19 of the Federal Law No. 8,987 / 1995, as amended, and participation is subject to the compliance with the following requirements:
- a) each CONSORTIUM MEMBER shall individually fulfill the requirements for the legal, tax and labor compliance regarding the qualification under this INVITATION TO BID;
- b) to be submitted, along with the QUALIFICATION DOCUMENTS, the corresponding Incorporation Commitment of SPE, in accordance with the General Statements of EXHIBIT I of this INVITATION TO BID - MODELS AND STATEMENTS, signed by all CONSORTIUM members;
- c) The BIDDER shall not be allowed to participate as CONSORTIUM member in more than one CONSORTIUM, or separately in more than one COMMERCIAL PROPOSAL; and
- d) the participation of SUBSIDIARIES, PARENTS CONTROL or under JOINT CONTROL companies shall be accepted in the same BIDDER, when they are in the same CONSORTIUM.
- 7.2.** The maximum number of CONSORTIUM MEMBERS to each CONSORTIUM is 5 (five).
- 7.3.** The winner CONSORTIUM should perform, before the signature of the AGREEMENT, the incorporation of the SPE, in accordance with art. 20 of the Federal Law No. 8.987 / 1995 and according to the rules set forth in this INVITATION TO BE, subject, in the composition of its capital stock to the provisions of the AGREEMENT and keeping interests identical to those set forth in the SPE Incorporation Commitment presented in BIDDING.
- 7.4.** The inclusion, substitution, withdrawal or exclusion of the CONSORTIUM members is not accepted until the PUBLICATION DATE of AGREEMENT, from which the transfer rules of CONCESSION and the CONCESSIONAIRE' CONTROL shall be fulfilled as provided for in the AGREEMENT.
- 7.5.** the disqualification or incapacity of any CONSORTIUM member shall result in the automatic disqualification or incapacity of the CONSORTIUM.
- 7.6.** The technical qualification requirements shall be fulfilled by the CONSORTIUM by any of CONSORTIUM MEMBERS individually or the sum of the technical qualifications presented by CONSORTIUM MEMBERS, as set forth herein.



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7.7. The CONSORTIUM members shall be jointly and severally liable to the CONTRACT-LETTING AGENCY for acts performed during BIDDING.

7.8. The joint and several liability of the CONSORTIUM MEMBERS shall cease, for the purpose of the obligations assumed under the BIDDING:

- a)** if the CONSORTIUM has been the winning BIDDER after PUBLICATION DATE OF AGREEMENT; and
- b)** if the CONSORTIUM has not been the winning BIDDER, within thirty (30) days from the PUBLICATION DATE OF AGREEMENT.

7.9. For Investment Funds and Pension Funds the following rules shall apply:

- a)** the administrator and manager entities of the funds, or any other with significant influence shall be regarded as BIDDERS for applying the limits provided for participation in this INVITATION TO BID; and
- b)** the shareholders who have interest equal to or greater than 20% (twenty percent) in the Investment Fund shall be considered as BIDDERS for applying the limits provided for participation in this INVITATION TO BID.

8. TECHNICAL VISIT AND FULL KNOWLEDGE STATEMENT

8.1. To submit the COMMERCIAL PROPOSAL, BIDDER is recommended to perform technical inspection of ANHEMBI COMPLEX, for the verification of local conditions in order to have its assessment of the amount, nature, materials and equipment necessary for the performance of the AGREEMENT, as well as for obtaining any other data deemed necessary, always with the technical professional monitoring of CONTRACT-LETTING AGENCY.

8.2. Each BIDDER shall be liable for scheduling the technical visit referred to in the preceding sub-item, and shall do so within five (5) business days before the date of the intended schedule, by requesting it to the following e-mail address: comissaoespecial@spturis.com, containing the name of the company/interested party, identification document, physical address, contact telephone and name and identification of the participants, confirming attendance up to one (one) day before the scheduled date, otherwise subject to cancelation of the visit.

8.3. Schedules shall be organized by the SPECIAL BIDDING COMMISSION, together with representatives of São Paulo Turismo S.A., and the deadline for carrying out technical visits is five (5) business days before the date scheduled for the opening session of the envelopes.

8.4. For its technical inspection the interested party shall be represented at the Avenida Olavo Fontoura, No. 1209, São Paulo-SP, through a properly identified representative, fifteen (15) minutes before the scheduled time.

8.5. Each BIDDER, separately or in CONSORTIUM should appoint up to two (2) representatives to accompany the scheduled technical visit and should require as many technical visits as desired, subject to the terms of the previous sub-items, and according to objective criteria established by the SPECIAL BIDDING COMMISSION for cases of conflict of schedules.

8.6. The performance of the technical visit is not a mandatory condition for participation in the BIDDING, however the COMMERCIAL PROPOSAL and QUALIFICATION DOCUMENTS are considered to have been prepared with a perfect knowledge by BIDDERS, of the ANHEMBI COMPLEX as is, which should not claim any lack of data related thereto as an obstacle to participation in the BIDDING or the full performance of the AGREEMENT.

8.7. Regardless the technical visit, the BIDDER shall submit a statement on the full knowledge of ANHEMBI COMPLEX, with its consent also on the ANHEMBI COMPLEX area provided for in EXHIBIT III of this INVITATION TO BID- DESCRIPTIVE REPORT under the Full Knowledge Statement Template, contained in EXHIBIT I of this INVITATION TO BID- STATEMENTS MODELS.

9. CLARIFICATION, CHALLENGE AND CHANGES ON INVITATION TO BID

9.1. The interested parties requiring additional or clarification with regard to this INVITATION TO BID, subject to the REQUEST FOR CLARIFICATIONS MODEL in EXHIBIT I - MODELS AND REPRESENTATIONS, should request them BY the day, care of SPECIAL BIDDING COMMISSION, as follows:



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a) by message to the email address comissooespecial@spturis.com, up to 6:00 PM, accompanied necessarily by the file containing the questions asked in editable format ".doc"; or

b) By means of a document in electronic version, recorded in physical device (CD, flash drives, or similar), filed with Sao Paulo Turismo S.A., addressed to the SPECIAL BIDDING COMMITTEE, located next to the Purchasing Management of Sao Paulo Turismo, Rua Professor Milton Rodrigues, S/No – portão 31 – setor I – Parque Anhembi – Santana – Sao Paulo – SP, which shall submit CD-R/DVD/ flash drive for recording), on business days, between 10:00 and 12:00 and from 14:00 to 17:00, when filling the receipt for withdrawal with the data of the person concerned (Corporate Name/Full Name reason, CNPJ/CPF, address, contact telephone, e-mail], from 10:00 to 17:00 with its file recorded in editable format “.doc”).

9.2. A SPECIAL BIDDING COMMISSION is not liable for any problems or failures in the sending or receiving of requests for clarification, as well as the visual clarity and quality of the submitted documents.

9.3. A SPECIAL BIDDING COMMISSION shall not answer questions that have been raised in disagreement with the provisions of this INVITATION TO BID, also disregarding requests for clarification received via facsimile.

9.4. In requests sent, interested parties should identify and provide the contact information (address, telephone number and email address).

9.5. All correspondence regarding the INVITATION TO BID sent to the CONTRACT-LETTING AGENCY shall be considered delivered on the date of its receipt by the recipient, except those received after 18h (eighteen hours) at the time of Brasilia, which, in such a case shall be considered received on the business day immediately following; correspondence in electronic form shall be considered timely transmitted up to the 23:59 (fifty-nine minutes past twenty-three) of its last day.

9.6. The answers to these clarifications shall be consolidated and published on the website [●] without identifying the person responsible for questioning.

9.7. The answers shall be part of this INVITATION TO BID for all purposes of law.

9.8. Under penalty of peremption, any challenge of INVITATION TO BID shall be filed by any person, within 5 (five) business days before the DELIVERY DATE of PROPOSALS .

9.9. Challenges to the INVITATION TO BID should follow the same form of presentation of the request for clarification described in sub item 9.1 of this INVITATION TO BID, addressed to the President of SPECIAL BIDDING COMMISSION, accompanied file with challenging in a ".pdf" format or address of its *data room* ensuring that the document are signed electronically by the responsible and for legal entity, by its legal representative or attorney in fact.

9.10. This INVITATION TO BID should be modified up to DELIVERY DATE OF PROPOSALS , according to the following conditions:

a) Disclosure of the modification in the same manner of disclosure of the INVITATION TO BID; and

b) opening the initial term, if the modification substantially affect the preparation of COMMERCIAL PROPOSAL.

9.11. When the change does not substantially affect the drafting of the COMMERCIAL PROPOSAL, the deadline for disclosure could be reopened at half the initial deadline set forth by decision of SPECIAL BIDDING COMMISSION pursuant to art. 18, § 1 of the Municipal Law No. 13,278 / 2002.

9.12. When change does not involve changes or reformulation of the COMMERCIAL PROPOSAL, or to comply with new requirements, there will be no need for re-opening the term, pursuant to art. 18, § 2, of the Municipal Law No. 13,278 / 2002 and the provisions of art. 21, §4 of Federal Law 8,666 / 1993.

CHAPTER II - DOCUMENTS FOR BIDDING

10. SUBMISSION OF THE COMMERCIAL PROPOSAL AND QUALIFICATION DOCUMENTS

10.1. The documentation to be submitted by BIDDERS in this BIDDING consist of:

a) Accreditation documents (Outside Envelope);



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b) ENVELOPE nº 1 – COMMERCIAL PROPOSAL and

c) ENVELOPE nº 2 – QUALIFICATION DOCUMENTS

10.2. After delivery of ENVELOPES, the BIDDER shall not give up its PROPOSAL, under penalty of execution of GUARANTEE OF PROPOSAL unless for cause due to supervening fact and accepted by the SPECIAL BIDDING COMMISSION.

10.3. After accreditation, the BIDDING is carried out in two (2) different and successive phases in the following order:

a) opening stage of ENVELOPE 1, with the analysis and judgment by the SPECIAL BIDDING COMMISSION OF COMMERCIAL PROPOSAL; and

b) opening stage of the ENVELOPE 2, with the analysis of the BIDDER's QUALIFICATION DOCUMENTS best ranked in the previous phase.

10.4. The opening of the envelopes and the analysis of documentation submitted by BIDDERS shall be performed in public sessions, which should be assisted by any persons, admitted, however, the statements made by the accredited representatives of the BIDDERS.

10.5. For the assessment of the documents in the ENVELOPES opened, the SPECIAL BIDDING COMMISSION shall justifiably propose the closure of its session, and the analysis result shall be disclosed in due course, by publication in the Official Gazette of the City of São Paulo.

10.6. The envelopes shall be delivered in person up to the DELIVERY DATE OF PROPOSALS, at the address and within the time stated in the Preamble of this INVITATION TO BID, closed, impenetrable and containing on the outside, the following words:

INTERNATIONAL BID NO. 001/2020

Onerous concession for use of ANHEMBI COMPLEX in the Municipality of São Paulo, for reform, management, maintenance, operation and exploitation.

[CORPORATE NAME OF BIDDER OR NAME OF THE CONSORTIUM - consisting of the leader's CNPJ and the name of the companies that make up the CONSORTIUM]

ENVELOPE nº 1 – COMMERCIAL PROPOSAL

INTERNATIONAL BID NO. 001/2020

Onerous concession for use of ANHEMBI COMPLEX in the Municipality of São Paulo, for reform, management, maintenance, operation and exploitation.

[CORPORATE NAME OF BIDDER OR NAME OF THE CONSORTIUM - consisting of the leader's CNPJ and the name of the companies that make up the CONSORTIUM]

ENVELOPE nº 2 – QUALIFICATION DOCUMENTS

10.7. Documents sent by post, internet, *facsimile*, Telegram, or by different means and in different address and the time other than specified in this INVITATION TO NOTICE shall not be accepted.



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10.8. COMMERCIAL PROPOSAL and the QUALIFICATION DOCUMENTS shall be presented in 1 (one) counterpart in a folder with all pages numbered sequentially, including separating sheets, catalogs, drawings or the like, if any, regardless of whether it is more than one book, from the first to the last page, so that the numbering of the last page of the last book reflects the total quantity of pages of each envelope, and no amendments, erasures, interlineate or exceptions are allowed.

10.9. The documents should be submitted in its original form or notarized copy, as the GUARANTEE OF PROPOSAL, surety bond policies are accepted as issued digitally, in which the SPECIAL BIDDING COMMISSIONS certifies its authenticity by consulting the SUSEP's website.

10.10. SPECIAL BIDDING COMMISSION should use the support of agencies of the Municipality of São Paulo, particularly the Municipal Finance Department, to evaluate the GUARANTEE OF PROPOSAL.

10.11. Similar documents submitted by foreign legal entities should enable clear identification of the contents, validity and effectiveness, and the BIDDER shall indicate to which item and requirement of INVITATION TO BID the document corresponds.

10.12. In the event there is no equivalent document in the country of origin, foreign legal entities shall submit formal and express statement, signed by its official public agency's representative of the country of origin, reporting in details this situation and stating expressly which QUALIFICATION DOCUMENTS, among those required by INVITATION TO BID, without equivalent one in the country of origin and statement signed by its representative, stating, under penalty of law, to comply with requirements of the respective item of this INVITATION TO BID which is not covered by documentation from the country of origin, and the CONTRACT-LETTING AGENCY is entitled in any case, to perform the acts set forth in item 11. of this bidding instrument.

10.13. Documents issued by the Internet with the possible digital certification through the electronic certification website of origin waive the certification by notary, and the determination of its validity shall also be made through consultation by the SPECIAL BIDDING COMMISSION to the electronic address indicated on it.

10.14. The contents of each ENVELOPE regardless of the amount of books, shall have one (1) opening statement, one (1) table of contents and one (1) closing statement indicating the immediately preceding page number.

10.15. For submission purposes:

- a) All sheets of the documents contained in the ENVELOPES shall be initialed by BIDDERS' representatives;
- b) At least one BIDDER's Representative shall initial the seal in each envelope indicated on the side of handwritten initials, the date and time.
- c) The documents should be presented in clear language, without amendments, erasures, lines or qualifications.

10.16. all documents related to the BIDDING shall be submitted in Portuguese and all documentation shall be understood and construed according to that language; and

10.17. Foreign documents submitted in other languages shall only be accepted upon confirmation of authenticity by the Diplomatic or Consular Representation of Brazil in the country of origin of the document, and when duly translated into Portuguese by a sworn public translator registered in any Board of Trade of Brazil.

10.18. Certification is waived by the Brazilian Consular Representation of the country of origin, for foreign documents which fall within the provisions of the Convention on the Elimination of Legalization Requirement of Foreign Public Documents, approved by Legislative Decree No. 148/2015 and enacted in Brazil through Federal Decree No 8660/2016.

10.19. In the case of divergence between the document in the original language and its translation, text translated to Portuguese shall prevail.

10.20. In disagreement between numerical values and those presented in full on the submitted documentation, the latter shall prevail.



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10.21. In case of proven restriction, arising from UNFORESEEABLE CIRCUMSTANCES or FORCE MAJEURE, which prevents or impose severe difficulties for the performance of the bidding procedure under the INVITATION TO BID in person, it should be hold virtually.

10.22. If a case provided for in sub item 10.21 takes place, the SPECIAL BIDDING COMMISSION, within 5 (five) business days before DELIVERY DATE OF ENVELOPES, shall publish with reasons in the Official Gazette of the City of São Paulo informing on virtual public session and establishing the procedures to be performed by BIDDERS for participation therein.

11. DILIGENCE, CLARIFICATIONS AND REMEDY OF FAILURES ON THE INFORMATION IN ENVELOPES

11.1. SPECIAL BIDDING COMMISSION, at its discretion, at any stage of BIDDING, should carry out a diligence to clarify or supplement the instruction in BIDDING pursuant to art. 43, § 3 of the Federal Law No. 8,666 / 1993.

11.2. The supplement of insufficiency or formal remedy necessary to remedy of failures during the procedure should be carried out by the SPECIAL BIDDING COMMISSION pursuant to art. 16, §§ 4 to 6 of the Municipal Law No. 13,278 / 2002.

11.3. SPECIAL BIDDING COMMISSION should also request clarification on the information and data contained in the QUALIFICATION DOCUMENTS and GUARANTEE OF PROPOSAL, even to confirm as applicable the veracity of the documents and / or certificates presented.

11.4. Failure to comply with requests made by the SPECIAL BIDDING COMMISSION under the above sub item shall result in the disqualification of the BIDDER.

11.5. For the purpose of sub-items above, the period of three (3) calendar days is determined to be defined by the SPECIAL BIDDING COMMISSION according to the circumstances of the case and the speed of the BIDDING, for the presentation of information or the completion, by the BIDDER, of insufficiencies or formal remedies.

11.6. Failure or formal fault is the one:

- a) That does not distort the purpose of the document presented;
- b) Unable to check with proper security, the information in the document; and
- c) the presentation document is not required that should be originally included in the documentation submitted by the BIDDER nor refer to existing fact only after DELIVERY DATE OF PROPOSALS.

11.7. The explanations and information provided by any of the PARTIES shall always be in writing, and available at any time in the records of the administrative process of the BIDDING and its website www.spturis.com and <http://e-negociosidadesp.prefeitura.sp.gov.br>.

12. ACCREDITATION

12.1. The accreditation of each BIDDER's representatives with the SPECIAL BIDDING COMMISSION will be performed on the same day, time and place designated for receiving ENVELOPES, by submission of:

- a) copy of identity card or other official document with photo of representative (s);
- b) power of attorney to prove specific powers to perform all acts relating to this BIDDING such as making prices offers, file and / or give up appeal, according to Template of Power of Attorney in EXHIBIT I - MODELS AND REPRESENTATIONS, accompanied by the document (s) attesting the power (s) of the respective grantor (s);
- c) Articles of incorporation, bylaws or articles of association.
- d) statement as to the absence of hindrance fact in participating in the BIDDING under Template of Absence of Hindrance Statement for Participation in Bidding constant in EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS.

12.2. For particular power of attorney, it shall be submitted notarized.

12.3. For CONSORTIUM, the power of attorney shall be granted by all the CONSORTIUM members, or its leader.



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ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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- 12.4.** Only powers of attorney granting specific powers relating to acts in this BIDDING shall be accepted.
- 12.5.** The representation documents of the BIDDERS shall be retained by the SPECIAL BIDDING COMMISSION and attached to the BIDDING process.
- 12.6.** There is no limitation to the number of authorized representatives appointed by the BIDDERS.
- 12.7.** The lack of accreditation shall not be grounds for disqualification or incapacity of the BIDDER, which should not, however, state the remarks in the minutes, initial documents in the sessions, except their own envelopes, nor perform other relevant acts to BIDDING.
- 12.8.** At any time during the bidding process, the BIDDER should replace its accredited representative (s).
- 12.9.** No person, although with a power of attorney, should represent more than one BIDDER.
- 13. COMMERCIAL PROPOSAL - ENVELOPE 1**
- 13.1.** The COMMERCIAL PROPOSAL shall fulfill all the formal requirements set forth in this INVITATION TO BID and its contents should be expressed in a letter to the SPECIAL BIDDING COMMISSION according to the template in EXHIBIT I - MODELS AND REPRESENTATIONS.
- 13.2.** Each BIDDER shall submit only one COMMERCIAL PROPOSAL, under penalty of disqualification.
- 13.3.** The BIDDER shall indicate in its COMMERCIAL PROPOSAL the value of FIXED GRANT in local currency (BRL).
- 13.4.** The values in the COMMERCIAL PROPOSAL should have as base date the DELIVERY DATE OF PROPOSALS.
- 13.5.** The COMMERCIAL PROPOSAL should have at least validity for 240 (two hundred forty) days from the DELIVERY DATE OF PROPOSALS, and maintaining during this period all the requirements contained therein.
- 13.6.** The COMMERCIAL PROPOSAL should be based, among others on:
- all investments, taxes, costs and expenses necessary for the performance of the PURPOSE;
 - the risks to be undertaken by the CONCESSIONAIRE under the performed of the PURPOSE;
 - The CONCESSION Period, which shall be 30 (thirty) years.
 - the reversibility of the SPE's equity assets, subject to the conditions set forth in the AGREEMENT; and
 - the other obligations of this INVITATION TO BE, the AGREEMENT and their EXHIBITS.
- 13.7.** The value of the FIXED GRANT shall be adjusted if the period between the DELIVERY DATE OF PROPOSALS and the signature date of AGREEMENT exceeds one (1) year, according to the variation of ADJUSTMENT INDEX, or in the event of its termination, the index that should replace it.
- 13.8.** The COMMERCIAL PROPOSAL of BIDDER shall not include its Business Plan.
- 13.8.1.** If any BIDDER has included its Business Plan in its COMMERCIAL PROPOSAL or its QUALIFICATION DOCUMENTS, the Business Plan should be immediately disregarded and such disposal shall be recorded in the minutes.
- 14. QUALIFICATION DOCUMENTS - ENVELOPE 2**
- 14.1. GENERAL DOCUMENTATION**
- 14.1.1.** In ENVELOPE 2, notwithstanding the other documents listed in the following sub-items, the BIDDER shall submit:
- letter of presentation duly signed, according to the template of the cover letter of QUALIFICATION DOCUMENTS indicated in EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS;
 - statement according to the template of General Statements of EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS, that if winning BIDDER, it shall incorporate a SPE to sign the AGREEMENT, under Brazilian law, with headquarters and management in Brazil, in the Municipality of São Paulo, State of Sao Paulo;



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Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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c) commitment to payment of minimum capital stock of the SPE, in accordance with the AGREEMENT, and template of General Statements of this EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS;

d) commitment that the SPE shall be structured as a corporation and adopt high corporate governance and accounting standards, preparing standardized financial statements in accordance with accounting practices adopted in Brazil, based on Brazilian Corporation Law (Federal Law No. 10,406 / 2002, Federal Law 6,404 / 1976, as amended), the Accounting Standards issued by the Federal Accounting Council - CFC and the Brazilian Code of Corporate Governance, under the template General Statements of this EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS;

e) commitment that the company shall adopt mechanisms and internal integrity, auditing procedures and encourage complaints of breaches and the actual implementation of codes of ethics and conduct, according to the template General Statements of this EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS;

f) Statement of commitment on compliance with art. 7, item XXXIII, the 1988 Brazilian Constitution in accordance with EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS;

g) the other statements set forth in EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS; and

h) Proof the GUARANTEE OF PROPOSAL was established according to provisions in item 14.4.

14.1.2. For CONSORTIUM, the obligations under previous item shall be fulfilled by each of its members, or shall be suppressed if they are already included in the incorporation instrument of SPE.

14.1.3. For CONSORTIUM the correspondent Incorporation Commitment of SPE shall be submitted, signed in accordance with Brazilian law, signed by the CONSORTIUM members, according to the template General Statements of this EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS, containing:

a) CONSORTIUM's name;

b) composition of the CONSORTIUM, indicating the share percentage of each CONSORTIUM member in the capital stock of future SPE according to the provisions in this INVITATION TO BID;

c) The purpose of the CONSORTIUM shall be compatible with this BIDDING and the PURPOSE:

d) the indication of the leader of CONSORTIUM, to which express powers are recognized to represent CONSORTIUM in BIDDING and should receive and discharge, be administratively and judicially liable, agree to conditions, settle, compromise, and perform other acts necessary for the participation of the CONSORTIUM in this BIDDING until the PUBLICATION DATE OF AGREEMENT; and

e) Express statement by all members of CONSORTIUM, in force as of the DELIVERY DATE OF PROPOSAL on acceptance of joint and several liability under art. 33 of the Federal Law 8,666/1993 and art. 19, § 2 of Federal Law 8,987/1995 regarding the PURPOSE of this BIDDING, fully covering all the obligations undertaken in the submitted in COMMERCIAL PROPOSAL, and such joint and several liability only ceases, if the CONSORTIUM have been the winning BIDDER after the PUBLICATION DATE OF AGREEMENT; and in the case of the CONSORTIUM has not been the winning BIDDER, within thirty (30) days from the PUBLICATION DATE OF AGREEMENT.

14.1.4. Only the appointed leader of the CONSORTIUM, in accordance with sub item 14.1.3.d) should engage in dialogue regarding this BIDDING with São Paulo Turismo S.A, according to the template of General Statements of EXHIBIT I of this INVITATION TO BID - MODELS AND REPRESENTATIONS.

14.2. Documents on legal qualification

14.2.1. For purposes of legal qualification, the BIDDER, individually and, where appropriate, each member of the CONSORTIUM, including the leader, should submit a copy of the articles of incorporation, Bylaws or articles of



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Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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association in force, including, if any, amendments made since the last consolidation, duly registered with the Board of Trade or the competent agency .

14.2.2. For corporations and limited liability companies, where applicable, the documents listed in sub item 14.2.1 shall be accompanied by documents duly registered on the election of its managers and, in the case of corporations, the publications in the press.

14.2.3. In the case of individual company, the documents listed in sub item 14.2.1 should be accompanied by the presentation of the commercial registration of BIDDERS.

14.2.4. For investment funds, the documents listed in sub item 14.2.1 shall be accompanied by articles of incorporation with the last amendment filed with the competent agency; proof of hiring the manager, if any, as well as election of acting manager; the proof of registration of the investment fund in the Brazilian Securities Commission - CVM; investment fund regulation and its subsequent amendments, if any; the proof of registration of the investment fund's regulation before the Registry of Deeds and Documents; the evidence that the investment fund is authorized to participate in the BIDDING and its manager should represent it in all acts and for all purposes of the BIDDING, undertaking, on behalf of the investment fund, all obligations and rights arising thereof; and proof of manager's qualification, and if any the investment fund's manager, before the Brazilian Securities Commission - CVM.

14.2.5. In the listed or closed entities of supplement pension fund, the documents listed in sub item 14.2.1 should be accompanied by the registration or record of the articles of incorporation, the minutes electing the acting management, the regulation in force, proof of the express and specific authorization on the incorporation and operation of the supplementary pension fund, granted by the proper supervisory agency, and statement that the plans and benefits it manages are not under liquidation or intervention of the Special Secretariat for Social Security and Labor, of the Ministry of Economy.

14.3. Documentation regarding the technical-economic qualification:

14.3.1. For the purpose of economic-financial qualification, the following documents shall be submitted by individual BIDDERS and in the case of CONSORTIUM, for each member, including the leader:

a) for any type of business company and manager (s) and / or manager (s) of fund(s): clearance certificate for bankruptcy and court-supervised reorganization, or full content certificate on the granting of the reorganization plan issued by the Judicial Distributor of Judicial District (Civil Courts) of the city where the company is headquartered, dated up to ninety (90) days before to DELIVERY DATE OF PROPOSALS; and in any distributed lawsuit, full content certificate should be attached which indicates the status of the current process updated ninety (90) days before to DELIVERY DATE OF PROPOSALS; and

b) for others BIDDERS : certificate issued by the Judicial Distributor of Civil Courts in general (Assets Execution) of the Judicial District where the BIDDERS is headquartered dated up to ninety (90) days before the DELIVERY DATE OF PROPOSALS stating that the entity is not in process of judicial liquidation.

14.3.2. For the purpose of economic-financial qualification, the BIDDERS shall also submit GUARANTEE OF PROPOSAL pursuant to sub item 14.4

14.4. GUARANTEE OF PROPOSAL

14.4.1. The BIDDERS shall submit GUARANTEE OF PROPOSAL on the amount of BRL 6,398,760.00 (six million three hundred ninety-eight thousand seven hundred sixty reais) to take part in the BIDDING, which corresponds to 0.15% (zero point fifteen percent) of the estimated value of the AGREEMENT.

14.4.2. The BIDDERS failing to submit the GUARANTEE OF PROPOSAL under the conditions set forth in this INVITATION TO BID and SF Ordinance No. 76/2019 shall be disqualified and prevented from proceeding in BIDDING.

14.4.3. If the Bidder is a CONSORTIUM, the GUARANTEE OF PROPOSAL shall be submitted in the name of one or more CONSORTIUM members and the leader of consortium shall indicate expressly the name of the



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Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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CONSORTIUM and all CONSORTIUM members regardless of the GUARANTEE OF PROPOSAL has been provided by one or more CONSORTIUM members or the leader only.

14.4.4. GUARANTEE OF PROPOSAL should be submitted by the following modes:

- a) Surety deposit in domestic currency deposited in the checking account of São Paulo Turismo S.A, submitting the deposit receipt;
- b) Federal government bonds, without untransferable and the impossibility to levy execution clauses or compulsorily acquired;
- c) Surety bond provided by domestic or authorized foreign insurance company to operate in Brazil, with the submission of the certificate of compliance of SUSEP in force, according to the Terms and Conditions of the Minimum Insurance Conditions in EXHIBIT I of this INVITATION TO BID- MODELS AND REPRESENTATIONS; or
- d) bank guarantee provided by domestic or foreign financial institution authorized to operate in Brazil, with credit rating on domestic scale greater than or equal to "Aa2.br", "brAA-" or "A (bra)", as reported by rating agencies *Moody's, Standard & Poor's* or *Fitch* on behalf of CONTRACT-LETTING AGENCY, under the template of Bank Guarantee in EXHIBIT I of this INVITATION TO BID- MODELS AND REPRESENTATIONS.

14.4.5. If the guarantee is provided as surety deposit, the proof of the guarantee of proposal as surety deposit should be issued by the appropriate area of the Municipal Finance Department; the BIDDER shall pick-up the document at São Paulo Turismo S.A, located at Avenida Olavo Fontoura, No. 1209, and, with this document, make the deposit the guarantee at Service Center of Municipal Treasury - CAF, located at Praca do Patriarca, No. 69 São Paulo-SP, exclusively by prior electronic schedule in address <http://agendamentosf.prefeitura.sp.gov.br>, or the Electronic Scheduling application, available at *Google Play* and *app Store* pursuant to SF Ordinance No. 76/2019 and amendments.

14.4.6. If the GUARANTEE OF PROPOSAL is provided as pledge of federal government bonds, the guarantee document shall be dated and signed by the financial institution in which the bonds in guarantee are deposited, which shall indicate that:

- a) The pledge of government bonds shall be made in public bank controlled by the Federal Government with physical facility in São Paulo, open to the public;
- b) these bonds, clearly identified, shall be on pledge on behalf of the CONTRACT-LETTING AGENCY, as a guarantee of maintaining the BIDDER's PROPOSALS on this INVITATION TO BID; and
- c) The CONTRACT-LETTING AGENCY should execute the pledge according to the conditions provided for the INVITATION TO BID.

14.4.7. the GUARANTEES OF PROPOSAL submitted in surety bond and bank guarantee shall be submitted with its value expressed in domestic currency current (BRL), bearing the signature of the issuer's management, with proof of their powers of representation.

14.4.8. The GUARANTEE OF PROPOSAL submitted as surety bond shall follow the provisions of SUSEP Circular Letter No. 477/2013, or one that will succeed it.

14.4.9. The offered GUARANTEE OF PROPOSAL shall not contain exceptions or conditions that should raise doubt on its feasibility.

14.4.10. If the GUARANTEE OF PROPOSAL provided by two or more surety bonds, the policies should explicitly state their complementarity.

14.4.11. For GUARANTEE PROPOSAL submitted as pledge of government bonds the following securities shall be admitted:

- a) Pre-fixed Treasury;
- b) Selic Treasury;
- c) IPCA + Treasury with Semiannual Interest;



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Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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- d) IPCA+ Treasury;
- e) IGP-M Treasury with Semiannual Interest; and
- f) Pre-fixed Treasury with Semiannual Interest.
- 14.4.12.** A surety deposit shall be retained until final date for release in item 14.4.17 and GUARANTEES OF PROPOSAL in other modes shall be accepted only with validity period not shorter than 240 (two hundred forty) days from the DELIVERY DATE OF PROPOSALS, as set forth in sub items below regarding the renewal or replacement.
- 14.4.13.** If the validity of the GUARANTEE OF PROPOSAL expires before the publication of the AGREEMENT, maintenance of BIDDER's qualification conditions shall be subject to regular renewal of the GUARANTEE OF PROPOSAL, or its replacement by one of the other modes provided for this INVITATION TO BID, at its own expense.
- 14.4.14.** If the BIDDER renews timely its GUARANTEE OF PROPOSAL within five (5) days before the expiration thereof such procedure should be notified to SPECIAL BIDDING COMMISSION.
- 14.4.15.** In the case of renewal required after 240 (two hundred forty) days from its submission, the GUARANTEE OF PROPOSAL shall be adjusted by variation of the ADJUSTMENT INDEX, or other index that should replace it, between the month of DELIVERY DATE OF THE PROPOSAL and the month preceding the renewal.
- 14.4.16.** The proof of GUARANTEE OF PROPOSAL should be included in ENVELOPE 2, as set forth in this INVITATION TO BID.
- 14.4.17.** The GUARANTEES OF PROPOSAL shall be released within 30 (thirty) days after:
- the signature of the AGREEMENT for BIDDER winning the bidding;
 - the AWARD, for other bidders;
 - the withdrawal or cancellation of the BIDDING for all bidders; or
 - the expiration of the period mentioned in sub item 14.4.12 when there is no renewal of GUARANTEE OF PROPOSAL by BIDDER.
- 14.4.18.** The release of GUARANTEE OF PROPOSAL provided as surety deposit shall follow the provisions of SF Ordinance No. 76/2019.
- 14.4.19.** SPECIAL BIDDING COMMISSION shall examine the compliance and effectiveness of GUARANTEES OF PROPOSAL submitted as set forth herein.
- 14.4.20.** The total or partial breach of obligations undertaken by the BIDDERS arising from their participation in the BIDDING shall cause the execution of GUARANTEE OF PROPOSAL upon prior notice of the BIDDER, notice other penalties provided for in the INVITATION TO BID, or applicable law.
- 14.4.21.** The GUARANTEE OF PROPOSAL also be liable for the fines, penalties and damages payable by the BIDDER to CONTRACT-LETTING AGENCY incurred during the BIDDING, also in refuse to sign the AGREEMENT by winning BIDDER, in which case its liability is not excluded to reimburse any damages that are not supported by GUARANTEE OF PROPOSAL.
- 14.5. Documentation regarding fiscal and labor compliance**
- 14.5.1.** For the purpose of tax and labor compliance, the following documents shall be submitted by individual BIDDER and as applicable, each member of CONSORTIUM, including the leader:
- Proof of enrollment before the National Roll of Legal Entities – CNPJ;
 - Proof of enrolled with municipal taxpayers for the main office or headquarters of the BIDDER;
 - Proof of enrolled with state taxpayers for the main office or headquarters of the BIDDER;
 - proof of compliance with Federal Treasury main office or headquarters of the BIDDER. For Federal Treasury, the evidence shall be by joint clearance certificate of debts related to the federal taxes and Overdue Federal Tax Liability issued by Inland Revenue Service of Brazil and General Attorney's Office for the Department of Treasury.



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Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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e) proof of compliance with the State Treasury and the Municipal Treasury of BIDDER's headquarters through certificates issued regarding the debts recorded as executable debt, and for BIDDERS with headquarters in Sao Paulo, subject to the provisions of Inter-department Ordinance No. 02 / 2014 - SNJ / SEMPLA; [1 Ordinance available in the following electronic address:<<http://www.docidadesp.imprensaoficial.com.br/RenderizadorPDF.aspx?ClipID=F8QFC1BOU18I0e6GPNS35IRFPID>>];]

f) proof of compliance by Securities Taxes certificate and Real Estate Taxes certificate for the Municipality of São Paulo, on non-recorded debts and executable debts, to be issued by the proper agency of the municipality where the headquarters of the BIDDER is located;

g) proof of compliance through Securities Taxes certificate and Real Estate Taxes certificate, for the Municipality of São Paulo, as on non-recorded debts and executable debts, to be issued by the Municipal Treasury Department of the Municipality of São Paulo;

h) Proof of the good standing with National Social Security Institute, through the Clearance Certificate, or through Joint Certificate for Federal Taxes, under the provisions of PGFN / RFB Joint Ordinance No. 1,751 / 2014;

i) Proof of compliance with the Severance Indemnity fund (FGTS); and

j) Proof of no outstanding debt before Labor Courts by the submission of the Clearance Certificate of Labor Debts-CNDT.

14.5.2. If the BIDDER is not registered as a taxpayer in São Paulo, it shall submit a statement signed by its legal representative / attorney in fact, under penalty of law, on non-registration and that nothing is payable to the Treasury of Municipality of São Paulo, pursuant to the Template of No Registration and No Debt Statement with the Treasury of Municipality of São Paulo, contained in EXHIBIT I of this INVITATION TO BID- MODELS AND REPRESENTATIONS.

14.5.3. If the BIDDER has more than one record in the Register of Tax Securities - CCM in the Municipality of São Paulo, it should submit the Joint Clearance Certificate of Securities Tax Debts on its records to be issued by the Municipal Treasury Department of São Paulo.

14.5.4. Clearance Certificates and Liability certificate with clearance effects shall be accepted as proof of tax and labor compliance.

14.5.5. The submitted documents and certificates shall be valid on DELIVERY DATE OF PROPOSALS.

14.5.6. All documents that do not have express validity term shall be considered to have validity expiration of ninety (90) days from the date of its issue.

14.6. Documentation regarding the technical qualification

14.6.1. For purposes of technical qualification, the following document (s) is (are) submitted by the individual BIDDER or in the case of a CONSORTIUM, at least by one of its members:

a) certificate (s) of technical and operational capability or equivalent declaration issued by public or private law legal entity which prove that the BIDDER has previous experience in administration, management and / or operating LARGE SIZE EQUIPMENT; and

b) certificate (s) of technical and operational capability or equivalent declaration issued by public or private law legal entity which prove that the BIDDER has previous experience in the promotion of at least four (4) events with service capacity at least to ten thousand (10 thousand) people each, for a period of one (1) year.

15.6.1.1. For purposes of compliance with technical and operational qualification required in sub item 14.6.1, letter ' a) 'technical and operational capacity certificate shall demonstrate the LARGE SIZE EQUIPMENT has cumulatively the following characteristics:



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Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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(i) exhibition area equal to or higher than 25,000.00 m² (twenty-five thousand square meters) which held at least twenty (20) fairs and exhibitions with a minimum gross leasable area of 10,000 m² (Ten thousand square meters) each, for a period of one (1) year ; and

(ii) convention center, with a minimum capacity of two thousand (2,000) people, which has been held at least twenty (20) events of the convention /meeting type with size at least 700 (seven hundred) people each during the period of one (1) year.

14.6.2. For the purposes of proving the technical and operational qualification of the sub-item 14.6.1 the following shall be accepted:

a) the presentation of the BIDDER's statement, and the SPECIAL BIDDING COMMISSION is entitled to carry out investigations; and

b) the sum of certificates, provided that at least one of certified experiments for each line of said sub item has at least 50% (fifty percent) of the respective quantity.

14.6.3. In any change in the company, and merge, incorporation, or split-up of companies, the certificates shall be taken into account if unequivocally the definitive transfer of the TECHNICAL EXPERTISE is proven.

14.6.4. For purposes of this INVITATION, especially the sub-item 14.6.1 , legal entities of public law are any entity in Direct or indirect Government Management , within the Federal Government, the States, the Federal District or of the Municipalities, as well as private law legal entities are those listed in art. 44 of the Brazilian Civil Code (Federal Law No. 10,406 / 2002).

14.6.5. For the purpose of proving the technical qualification of the BIDDER, certificates issued on behalf of CONTROLLED, PARENT COMPANY, or entity (ies) subject to the same CONTROL shall be accepted in accordance with the template in EXHIBIT I of this INVITATION TO BID- MODEL E REPRESENTATIONS.

14.6.6. In the event of use by a BIDDER, of certificates issued on behalf of CONTROLLED, PARENT COMPANY or entity (ies) subject to the same CONTROL, the BIDDER shall declare such a condition, accompanied by the respective organizational chart of the economic group and their corporate relations, actually demonstrating the link between the legal entities in accordance with the template in EXHIBIT I of this INVITATION TO BID- MODEL E REPRESENTATIONS.

14.6.7. For foreign BIDDERS , the fulfillment of qualification requirements set forth in sub items 14.6.1 shall be made by presentation of equivalent documents, if any, subject, for all purposes, to the provisions of sub items 10.17 and 10.19 this INVITATION TO BID.

14.6.8. The certificate (s) shall state clearly and unequivocally, the information required, on letterhead of those responsible for certificate, in original or certified copy and shall contain at least the following information:

- a)** Activities thereof;
- b)** Local performing the activities thereof, specifying the type of enterprise;
- c)** characteristics of the activities thereof, including the number of users / average day of the equipment;
- d)** participation percentage of BIDDER in project thereof, if applicable;
- e)** Start and termination dates of activities and services thereof;
- f)** description of the activities carried out in the consortium by BIDDER, when the certificate is issued on consortium name;

g) Issuer name; and
h) name and identification of the signor of certificate with updated information of the phones and e-mail address of the issuer's representative.

14.6.9. The BIDDER shall submit, clearly and unequivocally, the relevant data of the submitted certificates and for any supplementary information required, shall also attach other relevant supporting documents.

14.6.10. The compliance of the certificates should be confirmed through diligence of SPECIAL BIDDING COMMISSION intended to identify the technical qualification of the BIDDER under this INVITATION TO BID,



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TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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and the non-compliance of the INVITATION TO BID's requirements shall cause the disqualification of the BIDDER, subject to other sanctions on falsehood of the information provided.

CHAPTER II – BIDDING PROCESSING

15. BIDDING PROCESSING

15.1. Receipt of ENVELOPES and Procedures

15.1.1. BIDDING shall be governed by the closed dispute mode, referred to in art. 52, § 2 of the Federal Law No. 13,303 / 2016.

15.1.2. The receipt, opening of the envelopes and the analysis of ENVELOPES contents submitted by BIDDERS shall be performed in public sessions, which should be assisted by any persons, admitted, however, the statements made by the accredited representatives of the BIDDERS.

15.1.3. The envelopes containing the COMMERCIAL PROPOSAL and the QUALIFICATION DOCUMENTS should be delivered between 09/22/2020, up to 09:30 am on day 11/06/2020, to the Receipt sector of Sao Paulo Turismo (next to the reception of the administrative headquarters), at Av. Olavo Fontoura, 1209 – Portão 35 – Parque Anhembi – Santana – São Paulo – SP..

15.1.4. The opening session of the ENVELOPES shall take place on 11/06/2020 from 10:00 pm, in Suite 3 of the Convention Center of Anhembi, at Av. Olavo Fontoura, 1209 – Portão 35 - Parque Anhembi –São Paulo – SP, according to the conditions in the INVITATION TO BID.

15.1.5. On the day, time and place set forth in this INVITATION TO BID, the SPECIAL BIDDING COMMISSION shall convene the public session for receiving ENVELOPES, in the following order of work:

- a) receipt of ENVELOPES of each BIDDERS;
- b) accreditation of representatives of each BIDDER, according to the Item 12. in this INVITATION TO BID;
- c) initials, at least by one member of the SPECIAL BIDDING COMMISSION and at least one of the authorized representative of the BIDDERS, of the submitted ENVELOPES, still sealed, and to be under the liability of SPECIAL BIDDING COMMISSION; and
- d) opening ENVELOPE 1 of each of the bidders.

15.1.6. For the assessment of the documents in the ENVELOPES opened, the SPECIAL EVALUATION COMMISSION shall justifiably propose the closure of its session, and the analysis result shall be disclosed in due course, by publication in the Official Gazette of the City of São Paulo.

15.2. Opening and analysis of ENVELOPE 1 - COMMERCIAL PROPOSAL

15.2.1. The ENVELOPE 1 of each BIDDER being opened, documents therein shall be initialed by at least one member of the SPECIAL BIDDING COMMISSION and at least one of the authorized representative of each of the attending BIDDERS .

15.2.2. Within 15 (fifteen) days from receipt, the SPECIAL BIDDING COMMISSION, according to the obligation of the terms required in this INVITATION TO BID, shall examine the related documents and decide on the COMMERCIAL PROPOSALS, in their ranking order, disclosing the results by publication in the Official Gazette of the City of São Paulo.

15.2.3. For the evaluation and preparation of the COMMERCIAL PROPOSAL, the BIDDER shall consider the MINIMUM VALUE OF FIXED GRANT, which is BRL 53,735,236.00 (fifty-three million seven hundred thirty-five thousand two hundred thirty-six reais).

15.2.4. The MINIMUM VALUE OF FIXED GRANT corresponds to the reference value for the preparation of the COMMERCIAL PROPOSAL which supports the amount the WINNING BIDDER shall pay to the CONTRACT-LETTING AGENCY for CONCESSION OF ANHEMBI COMPLEX.

15.2.5. First ranked BIDDER shall be that on the fulfillment of all the relevant requirements, submits the highest value on the FIXED GRANT among COMMERCIAL PROPOSALS delivered under this INVITATION TO BID.

15.2.6. The remaining BIDDERS will be ranked in descending order.



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Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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15.2.7. In case of a tie to the values submitted by BIDDERS, finals bid shall be held between the tied BIDDERS, which shall submit new sealed proposal, pursuant to art. 55, section I of the Federal Law No. 13,303 / 2016.

15.2.8. Persisting the tie the applicable preference rules shall apply in accordance with the provisions of art. 15, § 4 of Federal Law 8,987 / 1995 and secondarily the art. 3, § 2 of the Federal Law No. 8,666 / 1993.

15.2.9. In the event of the tie still remaining, the draw shall be performed according to art. 55, section IV of the Federal Law No. 13,303 / 2016.

15.2.10. BIDDER shall be disqualified which:

a) Fails to submit the documents required for the ENVELOPE 1 according to the forms, guidelines, requirements and conditions set forth in this INVITATION TO BID and its EXHIBITS, particularly Template of Cover Letter of Commercial Proposal in EXHIBIT I - MODELS AND REPRESENTATIONS;

b) documents are not signed by a person with powers to do so;

c) Which COMMERCIAL PROPOSAL is not written in Portuguese;

d) Which COMMERCIAL PROPOSAL is not fully expressed in domestic currency (BRL);

e) Which COMMERCIAL PROPOSAL presents price or advantage based on the COMMERCIAL PROPOSALS of the other BIDDERS;

f) Which COMMERCIAL PROPOSAL presents amendments, exceptions or failures, or that omit any items required in this INVITATION TO BID, or in the relevant legislation; and

g) which COMMERCIAL PROPOSAL presents prices clearly unenforceable or financially incompatible with the purposes of the bidding, pursuant to Article 15, § 3, of Federal Law No. 8,987/1995.

15.2.11. Pursuant to Article 59, heading of Federal Law No. 13,303/2016 and the item 16. of this INVITATION TO BID, administrative appeal in view of the decision of the SPECIAL BIDDING COMMISSION regarding the judgment of the COMMERCIAL PROPOSAL shall be allowed only after the phase of the sub item 15.3 of this INVITATION TO BID.

15.2.12. The ENVELOPES 1 of disqualified BIDDERS shall be returned, inviolate, after the expiry of the legal term without appeals or been waiver of filing appeals, or after the judgment of appeals.

15.2.13. On the publication of the sub-item 15.2.2 of this INVITATION TO BID, the phase of the COMMERCIAL PROPOSAL shall be closed, and the SPECIAL BIDDING COMMISSION shall continue the opening and analysis of ENVELOPE 2 of the BIDDER ranked first, according to the procedure indicated in the item 15.3.

15.3. Opening and analysis of ENVELOPE 2 - QUALIFICATION DOCUMENTS

15.3.1. On the day, time and place previously designated, the SPECIAL BIDDING COMMISSION and BIDDERS wishing to attend shall meet in a public session for the opening of ENVELOPE 2 of the best-ranked BIDDER in the previous phase of the bid.

15.3.2. The ENVELOPE 2 of each BIDDER being opened, QUALIFICATION DOCUMENTS and the GUARANTEE OF PROPOSAL shall be initialed by at least one member of the SPECIAL BIDDING COMMISSION and at least one of the authorized representative of each of the attending BIDDERS willing to do so.

15.3.3. Within 15 (fifteen) days from its receipt, the SPECIAL BIDDING COMMISSION shall analyze the QUALIFICATION DOCUMENTS and the GUARANTEE OF PROPOSAL and disclose, through publication in the Official Gazette of the City of São Paulo, the result of this analysis, with the reasons for its decision.

15.3.4. If required, SPECIAL BIDDING COMMISSION should also carry out diligences or request clarification on the information and data contained in the QUALIFICATION DOCUMENTS and, even to confirm as the veracity of the submitted documents and / or certificates.

15.3.5. Failure to comply with requests made by the SPECIAL BIDDING COMMISSION under the above sub item shall result in the disqualification of the BIDDER.



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Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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15.3.6. Only the BIDDER shall be qualified that fully complies with the provisions on the QUALIFICATION DOCUMENTS, the GUARANTEE OF PROPOSAL and the other requirements set forth in this INVITATION TO BID.

15.3.7. The incapacity of any CONSORTIUM shall cause the incapacity of the entire CONSORTIUM.

15.3.8. If the BIDDER is ranked first and fails to fulfill the requirements for the qualification provided for in this INVITATION TO NOTICE, the SPECIAL BIDDING COMMISSION, in a public session to be designated in due course, shall open ENVELOPE 2 of the BIDDER ranked second, and, so on, repeating the procedures described in this item of the INVITATION TO BID.

15.3.9. The decision of the SPECIAL BIDDING COMMISSION regarding the analysis of the QUALIFICATION DOCUMENTS and the GUARANTEE OF PROPOSAL shall be appealed, in accordance with the item 16. of this INVITATION TO BID.

15.3.10. The SPECIAL BIDDING COMMISSION shall keep custody of the other envelopes submitted by the BIDDERS until the PUBLICATION DATE OF THE AGREEMENT, which shall be picked up by the responsible within 30 (thirty) days from this event, under penalty of elimination.

15.3.11. The detailed minutes(s) shall be drawn up for session, recording all acts of the procedure and the relevant occurrences, which shall be signed at the end by the SPECIAL BIDDING COMMISSION and the accredited representatives of the attending BIDDERS.

16. ADMINISTRATIVE APPEALS

16.1. Pursuant to Art. 109, I, Federal Law No. 8,666/1993 and Article 59 of Federal Law No. 13,303/2016, BIDDERS should appeal from the decision(s) on:

- a) COMMERCIAL PROPOSAL Judgment;
- b) BIDDER's qualification or disqualification;
- c) the application of the sanctions and penalties provided for in the INVITATION TO BID; and
- d) annulment or revocation of the BIDDING;

16.2. The appeal(s) from the decision(s) provided for in the sub-items 16.1.a) and 16.1.b) shall be filed within 5 (five) business days from publication, in the Official Gazette of the City of São Paulo, of the decision under sub-item 15.3.3 of this INVITATION TO BID.

16.3. The other appeals, uncovered by the previous sub-item, shall be filed within five (5) business days of the publication of the decision in the Official Gazette of the City of São Paulo or the subpoena of the act.

16.4. For any appeal, the counting of the term shall begin on the first business day following the respective subpoena or publication, excluding the day of the beginning and including the date of maturity.

16.5. The appeal shall be addressed to the CEO of São Paulo Turismo S.A., through the President of the SPECIAL BIDDING COMMISSION, through a receipt at São Paulo Turismo S.A., within the time between 10 and 17h, with the following identification:

INTERNATIONAL BID NO. 001/2020

Administrative Appeal

Onerous concession for use of ANHEMBI COMPLEX in the Municipality of São Paulo, for reform, management, maintenance, operation and exploitation.

[CORPORATE NAME OF BIDDER OR NAME OF THE CONSORTIUM - consisting of the leader's CNPJ and the name of the companies that make up the CONSORTIUM]

16.6. The appeal shall be communicated to the other BIDDERS, which should challenge it within five (5) business days, from the subpoena of the act made upon publication in the Official Gazette of the City of São Paulo, through a receipt at São Paulo Turismo S.A., addressed to the SPECIAL BIDDING COMMISSION, in the time between 10 and 18h.



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Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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16.7. The SPECIAL BIDDING COMMISSION should reconsider its decision, within five (5) business days, from the receipt of the appeal, or refer it to the higher authority, duly informed, for approval or rejection, also in this case, within the previous deadline.

16.8. The appeals shall fulfill the following requirements:

a) to be duly substantiated;

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

c) be filed in writing, in digital and physical media, on paper, with the sheets properly initialed and signed by its signor, in the original, with the SPECIAL BIDDING COMMISSION, in São Paulo Turismo S.A., on weekdays, between the 10h and 17h.

16.9. Appeals filed outside the term and time, or in a place other than that indicated, will not be accepted.

16.10. The presentation of documents or information already submitted in ENVELOPES shall not be accepted, which omission has not been regularly provided as established in this INVITATION TO BID.

16.11. The appeals against the decision-making acts indicated in the sub-item 16.1 letters "a)" and "b)", shall have suspensive effect, and the competent authority, with justification and reasons of public interest, should attribute supersedeas effect to the other appeals, pursuant to Art. 109, §2, of Federal Law No. 8,666/1993.

16.12. The decision of the appeal shall be published in the Official Gazette of the City of São Paulo.

16.13. The acceptance of the appeal shall cancel only the acts insusceptible of use.

17. AWARDING AND APPROVAL

17.1. The result of the BIDDING shall be submitted by the SPECIAL BIDDING COMMISSION, within 15 (fifteen) days, to the CONTRACT-LETTING AGENCY, for RATIFICATION AND AWARD.

17.2. In the same act provided for in the sub-item, 17.1 the CONTRACT-LETTING AGENCY shall call the WINNING BIDDER upon publication in the Official Gazette of the City of São Paulo, for signing the AGREEMENT, within 30 (thirty) days from the date of such publication.

17.3. The term provided for in the preceding sub-item should be extended up to 30 (thirty) days, by determination of the CONTRACT-LETTING AGENCY, by letter or upon the justified request of the WINNING BIDDER, pursuant to art. 64, §1, of Federal Law No. 8,666/1993.

17.4. If the WINNING BIDDER fails to sign the AGREEMENT within the prescribed period, the CONTRACT-LETTING AGENCY, notwithstanding the application of administrative sanctions and the execution of the GUARANTEE OF PROPOSAL, shall call the remaining BIDDERS in the respective ranking order, which shall prove, for the purposes of the AWARD, the existence or establishment of the GUARANTEE OF PROPOSAL, in accordance with this INVITATION TO NOTICE.

17.5. For the previous sub-item and supervening facts, the CONTRACT-LETTING AGENCY should revoke the BIDDING, by duly justified decision.

CHAPTER IV - PROVISIONS RELATING TO THE AGREEMENT

18. CONDITIONS PRECEDING THE SIGNATURE OF THE AGREEMENT

18.1. For the signing of the AGREEMENT, the WINNING BIDDER shall incorporate a SPE, as well as pay the FIXED GRANT, in accordance with this INVITATION TO BID and the AGREEMENT.

18.2. Within five (5) business days before the date scheduled for signature of the AGREEMENT, the WINNING BIDDER shall submit to the CONTRACT-LETTING AGENCY the documents that prove to have incorporated a SPE, with the payment of the minimum value of the capital stock, pursuant to the AGREEMENT, presenting the corresponding certificate issued by the Board of Trade of the State of São Paulo and the registration in the National Roll of Legal Entities - CNPJ, as well as the shareholding and management framework of the SPE.

18.3. In the event that the WINNING BIDDER, or the legal entity of the WINNING CONSORTIUM, is a foreign company, it shall, within the same period stipulated in the preceding sub-item, demonstrate that it has authorization



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Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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to operate in the country or equivalent, and act of registration or authorization for operation issued by the competent agency, when its activity so requires.

18.4. Within the same period set forth in the sub-item 18.2 the WINNING BIDDER shall prove to the CONTRACT-LETTING AGENCY:

a) To have rendered the PERFORMANCE BOND OF THE AGREEMENT, pursuant to EXHIBIT II of this INVITATION TO BID- DRAFT OF THE AGREEMENT, and contracted the insurance coverage provided for therein;

b) that has no unsolved item with the Municipal Information Record - CADIN, pursuant to Municipal Law No. 14,094/2005, which provides that inclusion in CADIN shall prevent the company from contracting with the Municipal Government Administration, upon presentation of the corresponding proofs, when applicable, subject to the provisions of the sole paragraph of article 38 of Municipal Decree No. 44,279/2003; And

c) that WINNING BIDDER has the documents of fiscal and labor compliance required in this INVITATION TO BID, duly updated at the contracting.

18.5. The documents mentioned in the previous sub-items shall be submitted in copies or in the original, with a validity period in force on the date of their submission, and retained to be attached timely to the administrative process of the contracting.

18.6. Until the date of signing of the AGREEMENT, the WINNING BIDDER shall pay, on behalf of the CONTRACT-LETTING AGENCY., the FIXED GRANT, according to EXHIBIT IV of the AGREEMENT-GRANT PAYMENT MECHANISM.

18.7. Until the date of signature of the AGREEMENT, the competent authority, by reasoned order, should exclude the BIDDER or the WINNING BIDDER if, after the qualification phase, it is aware of a fact or circumstance that reveals non-reputable or lack of technical or financial capacity.

18.8. On fulfillment of all the preceding required conditions, the signature of the AGREEMENT and the publication of its summary in the Official Gazette of the City of São Paulo shall be performed, after that the CONTRACT-LETTING AGENCY shall issue the START ORDER.

19. AGREEMENT

19.1. The AGREEMENT shall comply with the terms of the draft contained in EXHIBIT II of this INVITATION TO BID - DRAFT OF AGREEMENT.

19.2. The applicable law will be that in force on the date of the acts or facts that should occur.

20. CONCESSIONAIRE

20.1. The CONCESSIONAIRE shall be a SPE, incorporated as corporation according to Brazilian laws, which purpose is the exploitation of the PURPOSE of the CONCESSION and should also be headquartered in the Municipality of São Paulo.

20.2. The minimum capital stock of the CONCESSIONAIRE shall be BRL28,392,346.00 (twenty-eight million ninety-two thousand three hundred forty-six reais), as set forth in the AGREEMENT.

20.3. The payment of the capital STOCK of the SPE is a condition preceding the signature of the AGREEMENT.

20.4. The bylaws of the CONCESSIONAIRE shall include a clause that prohibits the alteration of its company purpose without prior and express written consent of the CONTRACT-LETTING AGENCY.

20.5. The corporate year of the CONCESSIONAIRE and financial year of the AGREEMENT shall coincide with the calendar year.

20.6. The SPE shall comply with corporate governance standards and implement standardized financial statements in accordance with accounting practices adopted in Brazil, based on Brazilian Corporation Law (Federal Law 6,404 / 1976 and subsequent amendments) and the rules and regulations of Security and Exchange Commission - CVM and Accounting Standards issued by the Federal Accounting Council - CFC.



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Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

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20.7. The CONCESSIONAIRE shall be bound, throughout the CONCESSION period, to the provisions of the AGREEMENT, in the INVITATION TO BID, in the documentation submitted thereby, in particular the COMMERCIAL PROPOSAL, and the respective contractual documents, as well as to the municipal, state and federal legislation.

CHAPTER V - THE SANCTIONS

21. ADMINISTRATIVE SANCTIONS

21.1. Non-compliance with the previous conditions for the signature of the AGREEMENT in the terms and deadlines set forth in this INVITATION TO NOTICE, other than the refusal of the WINNING BIDDER to sign the AGREEMENT within the established period, shall allow the application of the following sanctions:

- a)** fine corresponding to 0.15% (zero point fifteen percent) of the estimated value of the AGREEMENT, which should be executed by withholding the GUARANTEE OF PROPOSAL; and
- b)** temporary suspension in taking part in bidding and hindrance to contract with Administration for 24 (twenty four) months.

21.2. The WINNING BIDDER's refusal to sign the AGREEMENT within the established period shall allow the application of the sanction provided for in the subitem 21.1.a) cumulatively with the declaration of non-reputable to bid and contract with the Government for a period up to five (5) years, as long as the determining reasons for the punishment persist or, until rehabilitation is performed before the authority that applied the penalty, which shall be granted whenever the contractor reimburses the Government for the resulting losses.

21.3. The penalties presented in the sub-item 21.1 shall also be applied to those providing a misrepresentation, or commit tax fraud and to those failing to maintain their PROPOSAL, based on the seriousness of the breach and the parameters of reasonableness and proportionality to be observed in each case.

21.4. The BIDDER that has committed illegal acts to prevent the purposes of the BIDDING, or demonstrate its lack of reputation to contract with the CONTRACT-LETTING AGENCY due to wrongful acts shall be subject to the sanctions set forth in art. 87 of Federal Law No. 8,666 / 1993, subject to the full execution of GUARANTEE OF PROPOSAL based on art. 88 of Federal Law No. 8,666 / 1993, guaranteed the prior right to adversarial proceeding and opportunity to be heard.

21.5. In the case of the previous sub-item, if the breach is typified in Article 5 of Federal Law No. 12,846/2013, the CONTRACT-LETTING AGENCY shall report the fact to the Comptroller's Office of the Municipality, preliminary to the establishment of the investigation procedure, pursuant Art. 3, § 7, of Municipal Decree No. 55,107/2014.

CHAPTER XI - FINAL PROVISIONS

22. FINAL PROVISIONS

22.1. Interested BIDDERS shall have full knowledge of the elements contained in this INVITATION TO BID, as well as all the general and peculiar conditions of the PURPOSE to be contracted, and shall not claim any ignorance as an element preventing the formulation of their proposal or the perfect fulfillment of the AGREEMENT.

22.2. The BIDDERS are liable for the veracity of the information and documents submitted at any stage of this BIDDING, subject to the sanctions provided for in civil, administrative and criminal laws.

22.3. The CONTRACT-LETTING AGENCY should revoke or cancel this BIDDING pursuant to Article 49 of Federal Law No. 8,666/1993.

22.4. The BIDDER shall bear all costs related to the preparation and presentation of its QUALIFICATION DOCUMENTS and its COMMERCIAL PROPOSAL.

22.5. The CONTRACT-LETTING AGENCY shall not be liable, in any case, for costs for the submission of the COMMERCIAL PROPOSAL or for the submission of the QUALIFICATION DOCUMENTS by the BIDDERS, whatever the procedures followed in the BIDDING or the results thereof.



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TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

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Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72969

BOOK No. 222

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22.6. The deadlines established in days, in this INVITATION TO BID and its EXHIBITS, shall be on calendar days, unless express reference is made to business days, excluding the first day and counting the last.

22.7. Unless otherwise provided for, only the deadlines start and expire on business days of the CONTRACT-LETTING AGENCY working days extending the initial and the final term to the first business day subsequent, in cases where the date of start or expiration of the deadline coincides with a day on which there is no office hours.

22.8. The omitted cases shall be resolved by the SPECIAL BIDDING COMMISSION, which shall interpret the rules provided for in this INVITATION TO BID and base its decisions according to the current rules and the principles governing the Government Administration.

São Paulo, September 21, 2020.

1. _____
2. Special Bid Commission
3. Av. Olavo Fontoura, 1209 – Parque Anhembi – São Paulo – SP – CEP 02012-021
4. e-mail: comissooespecial@spturis.com

Nothing else was contained in said original, which I return with this faithful translation. In witness whereof, I have hereunto set my hand and seal of office. September 25, 2020.

Emoluments according to the law.

**This document has been digitally signed by Antonio Dari Antunes Zhbanova.
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