



# PREFEITURA DE ITANHAÉM

ESTÂNCIA BALNEÁRIA | ESTADO DE SÃO PAULO

## ANNEX 12

### GENERAL CONDITIONS OF GUARANTEE OF THE CONTRACT EXECUTION



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The GUARANTEE of CONTRACT EXECUTION offered by the CONCESSIONAIRE, in addition to the provisions of clause 37 of the CONTRACT, must contain, at least, the following terms:

## 1. GENERAL CONDITIONS APPLICABLE TO THE MODALITIES OF BANK GUARANTEE AND GUARANTEE INSURANCE

Both types of GUARANTEE of CONTRACT EXECUTION must contain the following provisions:

1. Obligation of the Guarantor Bank or the Insurance Company to pay for the damages caused by the CONCESSIONAIRE to the GRANTOR, within the limits established in clause 37 of the CONTRACT, such as fines imposed by the GRANTOR related to the CONTRACT, within a maximum period of 30 (thirty) days, counted from the receipt of the written notification sent by the MUNICIPALITY to the Guarantor Bank or the Insurer.
2. Impossibility of the Guarantor Bank or the Insurer to excuse themselves from complying with the obligations before the GRANTOR, even if there is an objection or opposition by the CONCESSIONAIRE.
3. Election of the District Court of the Municipality of Itanhaém, São Paulo State, to settle disputes.

## 2. SPECIFIC CONDITIONS FOR BANK GUARANTEE

In the event that the CONCESSIONAIRE offers the GUARANTEE of CONTRACT EXECUTION in the form of bank guarantee, the following must be observed, in addition to the provisions of clause 37 of the CONTRACT and item 1 of this ANNEX:

1. Obligation of the Guarantor Bank to pay judicial or extrajudicial expenses in the event that the GRANTOR enters into court to demand compliance with the obligation referred to in the Letter of Guarantee.



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2. Duty of the Guarantor Bank to ensure that:
  - 2.1. The Letter of Guarantee is duly accounted for and in accordance with the regulations of the Central Bank of Brazil in force, as well as meets the precepts of the applicable banking legislation;
  - 2.2. The signatories of the instrument are authorized to provide the Surety on behalf of the Guarantor Bank and under their responsibility; and
  - 2.3. The Guarantor Bank is authorized by the Central Bank of Brazil to issue Letters of Guarantee, and that the value of the Letter of Guarantee is within the limits authorized by the Central Bank of Brazil.

### **3. SPECIFIC CONDITIONS FOR GUARANTEE INSURANCE**

In the event that the CONCESSIONAIRE offers the GUARANTEE of CONTRACT EXECUTION in the form of surety bond, the following must be observed, in addition to the provisions of clause 37 of the CONTRACT and item 1 of this ANNEX:

1. The necessary adjustments in view of the particularities of the regulation of the Superintendence of Private Insurance - SUSEP, as well as the legislation applicable to the insurance sector.
2. Obligation that the Insurer is duly constituted and authorized to operate by the Superintendence of Private Insurance - SUSEP, observing the terms of the normative acts of SUSEP applicable to surety bond.
3. The guarantee insurance policy must contain the following additional provisions:
  - 3.1. Declaration by the Insurer that it knows and accepts the terms and conditions of the CONTRACT; and
  - 3.2. Prohibition of cancellation of the guarantee insurance policy due to non-payment of all or part of the premium.



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#### **4. CONDITIONS FOR OTHER TYPES OF GUARANTEE**

If the CONCESSIONAIRE chooses the other types of guarantee provided for in the CONTRACT, it must observe the applicable legislation and regulations, in addition to the specific contractual provisions.