



BID NOTICE NO. 0001/2022

INTERNATIONAL COMPETITION Nº 0001/2022

Concession for the rendering of the services of operation, conservation, maintenance, implementation of improvements and expansion of transport infrastructure of stretches from Highway ERS-122 (km 0,00 to km 168,65), from Highway ERS-240 (km 0,00 to km 33,58), from Highway RSC-287 (km 0,00 to km 21,49), from Highway ERS-446 (km 0,00 to km 14,84), from Highway RSC-453 (km 101,43 to km 121,41) and, if the suspensive condition foreseen in the CONTRACT is met, from Highway BRS-470 (km 220,50 to km 233,50).



Table of Contents

PART I - PREAMBLE	5
PART I – DEFINITIONS AND INTERPRETATION.....	7
PART III – GENERAL TERMS OF THE BIDDING PROCESS	14
1. Concession Purpose and Term.....	14
2. Contract Value.....	14
3. Access to the Bid Notice and Technical Specifications.....	14
4. Technical Visits.....	15
5. Information and Clarifications concerning the Bid Notice	15
6. Objections to the Bid Notice.....	16
7. Representation	17
PART IV – BIDDING PROCESS RULES	20
8. Conditions for Participation.....	20
9. Form of Presentation of Documentation.....	24
10. Proposal Guarantee	27
11. Written Economic Proposal	30
12. Tied Funds	33
13. Registration Documents	33
LEGAL REGISTRATION	34
ECONOMIC AND FINANCIAL QUALIFICATION	38
TAX AND LABOR GOOD STANDING	39
TECHNICAL QUALIFICATION	40
STATEMENTS.....	44
14. PERMANENT BIDDING COMMITTEE	46
15. BIDDING PROCESS PROCEDURE	47
16. REMEDYING OF FORMAL ERRORS	49
17. ADMINISTRATIVE APPEALS.....	50
18. RATIFICATION, ADJUDICATION AND EXECUTION OF THE CONTRACT.....	51
19. PENALTIES	56
20. FINAL PROVISIONS.....	58
21. JURISDICTION	59
PART V - EXHIBITS	60
EXHIBIT 1: MODEL REQUEST FOR CLARIFICATIONS.....	62



EXHIBIT 2: MODELS OF DECLARATIONS AND COMMITMENTS REQUESTED BY THE BID NOTICE.....	63
MODEL NO. 01 - DECLARATION OF CONFIRMATION OF KNOWLEDGE OF THE BID NOTICE'S PROVISIONS.....	63
MODEL Nº 02 - DECLARATION OF GOOD STANDING UNDER ARTICLE 7, XXXIII, OF THE FEDERAL CONSTITUTION.....	64
MODEL Nº 03 - DECLARATION OF NO BANKRUPTCY PROCEEDING.....	65
MODEL Nº 04 - DECLARATION OF ABSENCE OF IMPEDIMENT TO PARTICIPATION IN THE BIDDING PROCESS.....	66
MODEL Nº 05 - DECLARATION OF FINANCIAL CAPACITY.....	67
MODEL Nº 06 - DECLARATION OF FINANCIAL INSTITUTION	68
MODEL Nº 07 - DECLARATION OF EXPRESS SUBMISSION TO BRAZILIAN LAWS AND REGULATIONS AND WAIVER OF CLAIM BY DIPLOMATIC MEANS.....	69
MODEL Nº 08 - POWER-OF-ATTORNEY	70
MODEL Nº 09 - POWER-OF-ATTORNEY (FOREIGN BIDDER).....	71
MODEL Nº 10 - DECLARATION OF FOREIGN BIDDER.....	72
MODEL NO. 11 - DECLARATION OF ABSENCE OF EQUIVALENT DOCUMENT.....	73
MODEL NO. 12 – DECLARATION OF ABSENCE OF REGISTRATION AT CADIN/RS OR AT CEIS	74
MODEL NO. 13 – DECLARATION OF ABSENCE OF REGISTRATION AT THE REGISTER FOR SUPPLIERS PREVENTED FROM CONTRACTING WITH RIO GRANDE DO SUL STATE PUBLIC ADMINISTRATION.....	75
MODEL NO. 14 – DECLARATION OF COMMITMENT TO CONTRACT THE CONTRACT PERFORMANCE BOND.....	76
EXHIBIT 3: MINIMUM TERMS AND CONDITIONS FOR THE PERFORMANCE BOND	77
EXHIBIT 4: MODEL BANK LETTER OF GUARANTEE	79
EXHIBIT 5: SUBMISSION OF THE ECONOMIC PROPOSAL.....	81
EXHIBIT 6: SUBMISSION OF THE PROPOSAL GUARANTEE	83
EXHIBIT 7: SUBMISSION OF THE REGISTRATION DOCUMENTS	84
EXHIBIT 8: INTEGRITY INSTRUMENT	85
EXHIBIT 9: DRAFT CONTRACT.....	86
EXHIBIT 10 - DECLARATION LETTER OF ANALYSIS OF THE BUSINESS PLAN VIABILITY BY THE FINANCIAL INSTITUTION.....	87
EXHIBIT 11 - DECLARATION LETTER OF BUSINESS PLAN ANALYSIS AND SUITABILITY BY INDEPENDENT AUDITOR.....	89



EXHIBIT 12 - CONFIDENTIALITY AGREEMENT BETWEEN THE BIDDER AND THE FINANCIAL INSTITUTION OR INDEPENDENT AUDITOR (MINIMUM CONTENT)	91
EXHIBIT 13 – SCHEDULE AND ORDER OF EVENTS.....	95
EXHIBIT 14 - B3'S PROCEDURES MANUAL	96
EXHIBIT 15: RATIFICATION OF THE FINAL ECONOMIC PROPOSAL STATEMENT	97
EXHIBIT 16 – PER	99
EXHIBIT 17 - OPERATIONAL TRANSITION PLAN.....	100



PART I - PREAMBLE

The **STATE OF RIO GRANDE DO SUL**, through the **CENTRAL ADMINISTRATION FOR BIDDING PROCESSES SUBSECRETARIAT – CELIC/RS**, makes public this Concession Bid Notice No. 0001/2022, which dictates the terms of the bidding process, in the competition type, held with the purpose of selecting the best proposal aiming at the execution of a concession contract for the rendering of the public services of maintenance, expansion and operation of the Highway System as onwards defined.

This bidding process shall be governed by the rules set forth in this Bid Notice and its Exhibits, by article 175 of the Federal Constitution, by article 163 of the Constitution of the State of Rio Grande do Sul, as well as by State Law No. 14,875, of June 9, 2016, by State Decree No. 53.490, of March 28, 2017, and by State Law No. 10,086, of January 24, 1994,, being also applicable the Federal Law No. 8.987, of February 13, 1995 and subsidiarily the Federal Law No. 9,074, of July 7, 1995; the Federal Law No. 8,666, of June 21, 1993; the Federal Law No. 11,079, of December 30, 2004 and the State Law No. 10,931, of January 9, 1997, and their subsequent amendments.

The concession, subject of this Bid Notice, was included in the Concessions and Public-Private Partnerships State Program of Rio Grande do Sul by means of Resolution No. 028/2021.

The justification for carrying out the granting of the present concession for a term of thirty (30) years is contained in Resolution No. 028/2021, issued by the Managing Council of Concessions and Public-Private Partnerships - CGCPPP/RS, published in the Official State Gazette - DOE on 14/06/2021, and was communicated to the Legislative Assembly of the State of Rio Grande do Sul, as required by the single paragraph of article 2 of State Law No. 14,875/2016, by means of the Official Letter OF.GG/SL.

Pursuant to article 39 of Federal Law No. 8.666/1993. a public hearing was held, conducted in a virtual environment because of the limitations imposed by the COVID-19 pandemic.. The hearing took place on July 15, 2021, from 2:00 PM to 5:30 PM and was previously informed to the public through publication of the Notice of Public Hearing No. 001/2021 in the DOE and DOU in their issues of June 29, 2021. Furthermore, a virtual public hearing was held by the Legislative Assembly of the State of Rio Grande do Sul, on August 19th, from 6:00 PM to 8:30 PM, in which all interested parties were able to manifest themselves in relation to the project by means of the following link <https://alergs.webex.com/alergs/j.php?MTID=md120ea2add3e01c2cd071b474d298b09>.

Likewise, a public consultation was held between June 18, 2021 and July 31, 2021, being informed to the public by means of the Notice of Public Consultation No. 001/2021, published in the DOE issue of June 18, 2021.



This Bid Notice and its Exhibits have been certified by Rio Grande do Sul's State Agency of Granted Public Services Regulation – AGERGS, pursuant to article 4, subsection VI, of Law No. 10,931, of January 9, 1997, as per Extraordinary Session of its Superior Board held on 07/12/2021.

Whereas, also, the AGERGS Operative Resolution No. 351/2021, published in the State Official Gazette on 08/12/2021, concerning the process SEI No. 000918-39.00/21-2 and the process PROA No. 21/1300-0004688-7 which deals with the ratification of the Bid Notice for the Concession of the Highway System and the Resolution No. 033/2021, by which the Bid Notice is approved and in which the opening of the bidding process for the rendering of the services of operation, exploitation, conservation, maintenance, improvements and expansion of the transport infrastructure of the stretches of Highway ERS-122 (km 0,00 to km 168,65), Highway ERS-240 (km 0,00 to km 33,58), Highway RSC-287 (km 0,00 to km 21,49), Highway ERS-446 (km 0,00 to km 14,84), Highway RSC-453 (km 101,43 to km 121,41) and Highway BRS-470 (km 220,50 to km 233,50)

The criterion for deciding the best economic proposal shall be the **Lowest Toll Fare Amount**, as authorized by article 4, paragraph 1, subsection I, of State Law No. 14,875/2016; being possible that a bidding stage conducted out loud takes place between the selected bidders, as set by this bid notice.

Proposals and other documents required to participate in the Bidding Process shall be received on the day between 9am to 12 pm at April 7, 2022, Brasilia time, at B3 localizada na Rua XV de Novembro, 275, Centro, São Paulo - SP. The Public Auction Session, followed by the opening of Volume 3 – Registration Documents of the winning Bidder shall take place on April 13, 2022, at 2pm.

The present concession Bid Notice, its exhibits, as well as all available information, studies, and plans may be obtained (i) in electronic media, at CELIC/RS headquarters, located on Avenida Borges de Medeiros, 1501 - Ground floor, in the premises of the CAFF – Centro Administrativo Fernando Ferrari, 2nd floor, ZIP Code 90119-900, Porto Alegre, Rio Grande do Sul, Brazil, between the days January 10, 2022 and April, 2022 or (ii) on the website www.celic.rs.gov.br, with the rules provided for in this regard in the Bid Notice applying to the availability of this information and these studies.



PART I – DEFINITIONS AND INTERPRETATION

- i. **CONTRACTOR:** BIDDER winning the bidding process, having the concession adjudicated on its behalf;
- ii. **AGERGS:** Rio Grande do Sul's State Agency of Granted Public Services Regulation, established by State Law No. 10,931, of January 9, 1997;
- iii. **EXHIBIT:** each of the documents attached to the BID NOTICE.
- iv. **EXHIBIT TO THE DRAFT CONTRACT:** Each of the documents attached to the DRAFT CONTRACT.
- v. **B3:** B3 S.A. – Brasil, Bolsa, Balcão, located at the Municipality of São Paulo, State of São Paulo, advisor of the PERMANENT BIDDING COMMITTEE in the implementation of the COMPETITION;
- vi. **CUSTODIAN BANK:** a financial institution hired and remunerated by the CONCESSIONAIRE with the purpose of maintaining and operating the ADJUSTMENT ACCOUNT, as set forth in the DRAFT CONTRACT;
- vii. **BNDES:** the Banco Nacional de Desenvolvimento Econômico e Social [the “National Bank for Economic and Social Development”], responsible for execution of the studies related to the CONCESSION, under the terms of the Agreement No. 19.2.0597.1/FPE nº 2019/001192, concluded between BNDES and the State of Rio Grande do Sul, published on 03/02/2020, at the Official Gazette of the State of Rio Grande do Sul;
- viii. **REGISTER FOR SUPPLIERS PREVENTED FROM PARTICIPATING IN A BIDDING PROCEDURE OR CONTRACTING WITH THE STATE PUBLIC ADMINISTRATION - CFIL/RS:** Register, regulated by State Law No. 11,389, of November 25, 1999, covering the Executive, Legislative and Judiciary branches, and the Public Ministry, that forms a database in which the names of individuals and legal entities prevented from participating in a bidding procedure or contracting with state bodies and entities are registered;
- ix. **CELIC/RS:** The Central Administration for Bidding Processes Subsecretariat, established by State Decree No. 49,291, of June 26, 2012.
- x. **FFILIATE:** company subject to significant influence from another company. There is significant influence when holding or exercising the power to participate in the decisions of the investee's financial or operating policies, without controlling it. Significant influence is assumed when there is ownership of 20% (twenty percent) or more of the voting capital of the investee, without controlling it.



- xi. PERMANENT BIDDING COMMITTEE:** body of the Central Administration for Bidding Processes Subsecretariat – CELIC, responsible for conducting the procedures related to the COMPETITION;
- xii. GRANTING AUTHORITY:** the State of Rio Grande do Sul, whose functions as granting authority shall be executed by the Secretary of Logistics and Transportation or by other bodies of the State Administration, pursuant to the allocation of powers fixed by law;
- xiii. CONCESSION:** granting, by means of ordinary concession, of the public services of operation, conservation, maintenance, implementation of improvements and expansion of infrastructure capacity of the HIGHWAY SYSTEM.;
- xiv. CONCESSIONAIRE:** SPE, created by the winner of the COMPETITION, that shall undertake, pursuant to the BID NOTICE, the operation of the CONCESSION;
- xv. BIDDER:** each company or CONSORTIUM of companies that, in response to this BID NOTICE, participates in the BIDDING PROCESS;
- xvi. CONSORTIUM:** group of legal entities gathered to participate in the COMPETITION ;
- xvii. CONTRIBUTION ACCOUNT:** bank account opened by the CONTRACTOR for the deposit of the tied funds provided for in item 11 of the BID NOTICE, it being understood that at the time of its creation, powers shall be granted for the operation of the CONTRIBUTION ACCOUNT exclusively by the GRANTING AUTHORITY, pursuant to the CONTRACT.
- xviii. ADJUSTMENT ACCOUNT:** restricted bank account held by the CONCESSIONAIRE, opened at the CUSTODIAN BANKO, used for the payment of the compensation resulting from the FREQUENT USER DISCOUNT, for the restoration of the economic-financial balance of the CONTRACT, and for the payment of the compensation resulting from the FINAL ADJUSTMENT procedure.
- xix. CONCESSION CONTRACT or CONTRACT:** concession contract for the the operation of the HIGHWAY SYSTEM, to be entered into by the CONCESSIONAIRE and the GRANTING AUTHORITY, with mediation of AGERGS;
- xx. ACCOUNTS MANAGEMENT CONTRACT:** contract to be entered into by the CONCESSIONAIRE with the CUSTODIAN BANK with the purpose of making the constitution and administration of the ADJUSTMENT ACCOUNT



possible, according to the rules of the DRAFT CONTRACT, being the adoption of the model established in EXHIBIT 7 of the DRAFT CONTRACT by the CONCESSIONAIRE allowed.

- xxi. **SUBSIDIARY:** any legal entity or investment fund whose CONTROL is exercised by another person or investment fund and understood as being that company in which the CONTROLLER, directly or through other subsidiaries, holds shareholder rights that permanently assure it preponderance in corporate resolutions and the power to elect the majority of the SUBSIDIARY's officers and directors, pursuant to article 243, paragraph 2, of Federal Law No. 6,404/76.
- xxii. **CONTROLLER:** any person or investment fund that exercises CONTROL over another person or investment fund.
- xxiii. **CONTROL:** the power, held by a person or group of persons bound by a voting agreement or those under common control, to, directly or indirectly, alone or jointly: (i) permanently exercise rights that assure it the majority of votes in the corporate resolutions and the power to elect the majority of the officers and directors of another person, investment fund, or private pension entities, as the case may be; and/or (ii) effectively direct corporate activities and guide the operation of the bodies of another person, investment fund, or private pension entity.
- xxiv. **SCHEDULE:** Exhibit 13 – Schedule and Order of Events;
- xxv. **DATE OF ASSUMPTION:** the fifth business day following the publication in the DOE of the signed PROPERTY LISTING AND TRANSFER INSTRUMENT (EXHIBIT 1 of the DRAFT CONTRACT).
- xxvi. **CHAIRMAN OF THE SESSION:** representative designated by B3 to conduct the PUBLIC AUCTION SESSION, on behalf and instructed by the PERMANENT BIDDING COMMITTEE;
- xxvii. **QUALIFICATION DOCUMENTS:** set of documents listed in the BID NOTICE, to be mandatorily presented by the BIDDERS, intended to prove their legal registration, tax and labor good standing, technical capacity, and economic and financial qualification.
- xxviii. **DOE:** Official Gazette of the State of Rio Grande do Sul;
- xxix. **BID NOTICE:** this Bid Notice nº [●]/[●];
- xxx. **BIDDING STAGE:** stage of the BIDDING PROCESS conducted out loud, in which BIDDERS, according to the rules and limitations set forth in this BID NOTICE and in B3'S PROCEDURES MANUAL, may submit BIDS in relation



to the DISCOUNT VALUE originally presented in their respective WRITTEN ECONOMIC PROPOSALS.

- xxx. **BID GUARANTEE:** the guarantee of fulfillment of the proposal to be submitted by the BIDDERS and of additional obligations undertaken due to their participation in the COMPETITION, pursuant to this BID NOTICE.;
- xxxii. **CONTRACT PERFORMANCE BOND:** the guarantee of the faithful fulfillment of the obligations under the CONCESSION, to be maintained by the CONCESSIONAIRE in favor of the GRANTING AUTHORITY, in the amounts and under the terms defined in the DRAFT CONTRACT;
- xxxiii. **BID:** DISCOUNT VALUE offered out loud by the BIDDERS , in the context of the BIDDING STAGE, per the terms provided for in the BID NOTICE;
- xxxiv. **BIDDING PROCESS:** bidding process initiated by this BID NOTICE;
- xxxv. **B3'S PROCEDURES MANUAL:** document included as an EXHIBIT in this BID NOTICE which contains the operational steps of the COMPETITION to be conducted with B3's assistance ;
- xxxvi. **DRAFT CONTRACT:** draft of the concession contract to be entered, which is included as Exhibit 9 of this BID NOTICE;
- xxxvii. **PERFORMANCE PARAMETERS:** group of criteria and technical specifications established in Exhibit 7 of the DRAFT CONTRACT, regarding the goals and quality conditions of the services rendering, that shall be used to measure the CONCESSIONAIRE's performance and specify its remuneration.
- xxxviii. **FIXED TRANCHE OF THE TOLL:** part of the toll fare structure of the concession, corresponding to a fixed value, to be charged in each toll plaza, regardless of the extension of the HOMOGENEOUS STRETCHES that compose the PLAZA COVERAGE STRETCH.
- xxxix. **RELATED PARTIES:** any CONTROLLER, AFFILIATE, SUBSIDIARY or entity under common CONTROL;
- xl. **ACCREDITED PARTICIPANTS:** distributing companies or brokerage firms, licensed in accordance with Brazilian law and authorized to operate on B3, hired by the BIDDERS to represent them in all acts related to the COMPETITION, performed with B3;
- xli. **PER or HIGHWAY OPERATION PROGRAM:** Highway Operation Program found in Exhibit 2 of the CONTRACT DRAFT, which covers all conditions, goals, criteria, requirements, mandatory interventions, and minimum specifications that determine the CONCESSIONAIRE's obligations.



- xlii. **QUALIFIED PROFESSIONAL(S):** professional(s), with higher education, to be technically responsible for rendering the services related to the CONCESSION;
- xliii. **WRITTEN ECONOMIC PROPOSAL:** proposal containing the DISCOUNT VALUE offered by the BIDDER in the BIDDING PROCESS.
- xliv. **FARE REVENUE:** revenue from the collection of TOLL FARES, in the manner provided for in the CONTRACT.
- xlv. **EXTRAORDINARY REVENUE:** any complementary, ancillary, and alternative revenue, resulting from the operation of associated projects to the CONCESSION, not coming from the collection of TOLL FARES or from financial investments;
- xlvi. **ACCREDITED REPRESENTATIVE:** individual, attorney-in-fact or statutory legal representative authorized to represent a certain BIDDER in regard to all documents and acts related to the COMPETITION, in accordance to the BID NOTICE;
- xlvii. **OPENING OF VOLUME 1 PUBLIC SESSION:** public session set to start in accordance with Exhibit 13 - SCHEDULE, for the opening of the BIDDERS' BID GUARANTEE binder;
- xlviii. **PUBLIC AUCTION SESSION:** public session for the opening and ranking of the WRITTEN ECONOMIC PROPOSALS contained in VOLUME 2 submitted by the qualified BIDDERS, followed by a possible BIDDING STAGE conducted out loud;
- xliv. **HIGHWAY SYSTEM:** area of the CONCESSION, consisting of stretches from Highway ERS-122 (km 0,00 to km 168,65), from Highway ERS-240 (km 0,00 to km 33,58), from Highway RSC-287 (km 0,00 to km 21,49), from Highway ERS-446 (km 0,00 to km 14,84), from Highway RSC-453 (km 101,43 to km 121,41) and, if the suspensive condition provided by subclause 4.1.2 of the DRAFT CONTRACT is met, from Highway BRS-470 (km 220,50 to km 233,50), including all elements in its right of way, as well as access and ramps, buildings and terrain, central, lateral, marginal lanes or sites directly connected or connected through road interconnection devices, shoulders, special works of art and any other elements that are at the limits of the right of way, as well as the areas occupied with operational and administrative facilities related to the CONCESSION;
- I. **SPECIFIC PURPOSE ENTITY or SPE:** business company, established in accordance with Brazilian law, with the specific purpose of performing the subject matter of this CONCESSION.



- ii. **DOUBLE LANE BASIC TOLL FARE (TBPD):** amount, expressed in five decimal places, corresponding to the basic fare per kilometer that shall be charged for category 1 of vehicles (automobiles, pickup trucks and vans with two-axle single carriage) for the double lane HOMOGENEOUS STRETCHES.
- lii. **SINGLE LANE BASIC TOLL FARE (TBPS):** amount, expressed in five decimal places, corresponding to the basic fare per kilometer that shall be charged for category 1 of vehicles (automobiles, pickup trucks and vans with two-axle single carriage) for the single lane HOMOGENEOUS STRETCHES.
- liii. **TOLL FARE:** amount charged for category 1 of vehicles, in each of the toll plazas included in the CONCESSION, determined in accordance to Exhibit 12 of the CONTRACT;
- liv. **PROPERTY LISTING AND TRANSFER INSTRUMENT:** document containing the list of RETURNABLE PROPERTY of the CONTRACT, including pre-existing assets, newly constructed assets, acquired assets or assets in any way modified by the CONCESSIONAIRE, that shall be jointly drawn up by the GRANTING AUTHORITY and the CONCESSIONAIRE, and updated in accordance to the INVENTORY held by the CONCESSIONAIRE, the signing of which shall transfer to the CONCESSIONAIRE the control of the assets thereby indicated;
- lv. **PLAZA COVERAGE STRETCH (TCP):** total extension of coverage of a certain toll plaza, taking into account the HOMOGENEOUS STRETCHES of single lane and double lanes;
- lvi. **HOMOGENEOUS STRETCH:** segment of the HIGHWAY SYSTEM defined in accordance with the State Highway Substretches (SRE) indicated in the PER for each toll plaza.
- lvii. **DISCOUNT VALUE:** amount of percentage discount, up to two decimal places, presented by the BIDDER in its WRITTEN ECONOMIC PROPOSAL, that shall apply linearly to the fixed portion of the toll, to the single lane BASIC TOLL FARE and to the double lane BASIC TOLL FARE , offered by the BIDDER taking into consideration the amounts defined by sub-item 10.9.

Except when the context does not allow for such a construction:

- (i) the definitions of the Bid Notice shall be equally applied in their singular and plural forms;
- (ii) to the exception of the DRAFT CONTRACT, in the case of divergence between the BID NOTICE and the EXHIBITS, the BID NOTICE shall control;



(iii) in the case of divergence between the CONTRACT and the BID NOTICE, the CONTRACT shall control;

(vi) the references to the EXHIBITS include their appendix, even if not expressly specified; and

(v) the references to time refer to the official Brasilia time.



PART III – GENERAL TERMS OF THE BIDDING PROCESS

1. Concession Purpose and Term

- 1.1. The purpose of the COMPETITION is the CONCESSION for the execution of works and the rendering of the services of operation, conservation, maintenance, implementation of improvements and expansion of transport infrastructure capacity of the highways constituents of the HIGHWAY SYSTEM.
- 1.2. The CONCESSION will have a duration of thirty (30) years, as of the ASSUMPTION DATE.

2. Contract Value

- 2.1. The estimated contract value is R\$3.418.115.591,46 (three billion, four hundred and eighteen million, one hundred and fifteen thousand, five hundred and ninety-one reais and forty-six cents), corresponding to the projected investments for the CONCESSION.

3. Access to the Bid Notice and Technical Specifications

- 3.1. The BID NOTICE, its spreadsheets and forms, information, studies and plans concerning the CONCESSION may be obtained at CELIC/RS headquarters, located on Avenida Borges de Medeiros, 1501 - Ground floor, in the premises of the CAFF – Centro Administrativo Fernando Ferrari, 2nd floor, ZIP Code 90119-900, Porto Alegre, Rio Grande do Sul, Brazil, between days [●] and [●] or on the website www.celic.rs.gov.br.
- 3.2. Obtainment of this BID NOTICE shall not be a condition for participation in the competition. The presentation of proposals implies the presumption of knowledge and acceptance, by the BIDDER, of all terms and conditions of the BID NOTICE and its EXHIBITS.
- 3.3. The BIDDERS are responsible for the verification and confirmation of all data and information concerning the CONCESSION, as well as for the bearing of all costs and expenses arising from the measures needed for the preparation of their WRITTEN ECONOMIC PROPOSALS and FINAL ECONOMIC PROPOSALS, just as for the participation in the BIDDING PROCESS.
- 3.4. The information, studies, research, investigations, surveys, plans, spreadsheets, and other documents or data made available by the GRANTING AUTHORITY, were undertaken and obtained with the sole purpose of verifying the feasibility of the CONCESSION, thus not presenting any binding nature or any effect from the point of view of the GRANTING AUTHORITY's liability to the BIDDERS or to the future CONCESSIONAIRE.



- 3.5.** Interested parties are responsible for examining all instructions, conditions, requirements, laws, decrees, rules, specifications, and regulations applicable to the BIDDING PROCESS and to the CONCESSION.

4. Technical Visits

- 4.1.** Any interested party may carry out technical visits to the HIGHWAY SYSTEM previously scheduled with the Secretary of Logistics and Transportation, by means of an e-mail addressed to ucppp@spgg.rs.gov.br.

4.1.1. The request for technical visit may contain the nomination and qualification of up to 5 (five) representatives of the interested company and must contain a copy of a document proving the representative relationship between the company and the representative(s) designated to participate in the technical visit.

4.1.2. After the receipt of the electronic message, and fulfilled the necessary requirements indicated in this BID NOTICE, an e-mail shall be sent to the interested party in order to schedule the date and time of the technical visit.

4.1.3. The technical visit is not mandatory, it does not restrict the participation of the interested parties in this COMPETITION and it can be carried out until the last business day before the date of submission of the bidding documentation.

5. Information and Clarifications concerning the Bid Notice

- 5.1.** The interested parties can request additional information and clarifications concerning the BID NOTICE from the PERMANENT BIDDING COMMITTEE, as prescribed by the SCHEDULE, in the following manner:

5.1.1. The request for clarifications must be addressed exclusively to the e-mail: concessão-celic@planejamento.rs.gov.br, in the field of Information from the BID NOTICE.

- 5.2.** The request for information and clarifications must be written in Portuguese.

5.3. The GRANTING AUTHORITY's replies to the clarifications shall be published on the website www.celic.rs.gov.br, without identifying the source of the questions, in accordance with the BID NOTICE's SCHEDULE.

5.3.1. A specific number shall be assigned to each request for clarification submitted, pursuant to the Exhibit 1: Model Request for Clarifications of the BID NOTICE, being the number indicated in the GRANTING AUTHORITY's replies.



5.3.2. The GRANTING AUTHORITY shall not answer questions that have been submitted in disconformity with the provisions of this Part of the BID NOTICE.

5.4. If no request for clarifications is submitted, it will be presumed that the information and data made available by the BID NOTICE, by the CONTRACT and by their EXHIBITS are sufficient to the preparation of the WRITTEN ECONOMIC PROPOSAL, the BIDS and the presentation of the REGISTRATION DOCUMENTS and, thus, to enable the participation in the BIDDING PROCESS, for which reason no subsequent questioning will be accepted.

6. Objections to the Bid Notice

6.1. The objections must be addressed exclusively to the e-mail concessão-celic@planejamento.rs.gov.br;

6.1.1. By any citizen, up to 05 (five) business days before the designated date in the SCHEDULE for the receipt of the bidding documentation; and e

6.1.2. By those that shall participate in the COMPETITION, up to 02 (two) days before the designated date in the SCHEDULE for the receipt of the bidding documentation.

6.2. The objections, in compliance with the conditions set forth by the law, must be filled with:

6.2.1. A copy of the identification document of its signatory, if submitted by a private individual; or

6.2.2. The document of proof of the power of legal representation, if submitted by a legal entity;

6.3. Any change in the Bid Notice shall be reported in the DOE and other gazettes used to make the documentation related to the BIDDING PROCESS available.

6.3.1. If the change directly affects the formulation of the WRITTEN ECONOMIC PROPOSAL, the offer of the PROPOSAL GUARANTEE or the acquisition of the REGISTRATION DOCUMENTS, the BID NOTICE shall be republished, as to guarantee the minimum legal period of 30 (thirty) days for the appropriate preparation and presentation of the proposals by the interested parties.



- 6.4.** The objections shall be replied by the President of the PERMANENT BIDDING COMMITTEE within 03 (three) business days, as of the term for their presentation.
- 6.5.** A timely objection shall not prevent the interested party from participating in the COMPETITION until the PERMANENT BIDDING COMMITTEE has decided.

7. Representation

- 7.1.** The performance of acts during the public sessions of the BIDDING PROCESS can only be carried out by the BIDDER's duly appointed representatives, provided with enough powers for such.
- 7.2.** In the performance of acts before B3, including the submission of the binders mentioned by item 9.1, the BIDDERS shall be represented by ACCREDITED PARTICIPANTS, whose powers shall be verified by means of B3's system or by means of the presentation of proof of the representative's authority to act, in accordance with EXHIBIT 9.1– B3'S PROCEDURES MANUAL.

7.2.1. The BIDDER shall include, in Volume No. 1, Brokerage Contract signed by the BIDDER and the ACCREDITED PARTICIPANT, as per model laid down in EXHIBIT 14 - B3'S PROCEDURES MANUAL.

- 7.3.** The BIDDERS shall prove the existence of legal representatives and/or attorneys-in-fact, referred as ACCREDITED REPRESENTATIVES, with enough powers to represent them during the COMPETITION, before the PERMANENT BIDDING COMMITTEE, by means of the presentation of proof of the representative's authority to act within Volume No. 1, in the following terms:

7.3.1. In the case of representation of the BIDDER by means of a statutory representative or a representative figuring in its articles of association, the proof of its authority to act shall be provided by means of presentation of the company's articles of association, bylaws or documents that prove the legal representatives' powers of representation, a simplified certificate being accepted for this purpose, if applicable.

7.3.2. In the case of representation of the BIDDER by means of an attorney-in-fact, the proof of its authority to act shall be provided by means of presentation of a power-of-attorney agreement, as per Model No. 08 - Power-of-Attorney of Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice, demonstrating powers to perform, on behalf of the BIDDER, all acts related to the BIDDING PROCESS, accompanied by documents proving the powers of the grantor(s), according to the last amendment filed with the competent company registry or board, a simplified certificate being accepted for this purpose.



- 7.3.2.1.** The BIDDERS may adapt the power-of-attorney provided by the Model No. 08 of Exhibit 2, in order to make it compatible with their articles of incorporation.
- 7.3.2.2.** The BIDDERS are aware that, in the event that the BIDDING PROCESS extends over the term provided for in the power-of-attorney, they must proceed to its renovation, under the penalty of ceasing to be duly represented in the bidding process.
- 7.3.3.** In the case of representation of a CONSORTIUM, the documentation shall consist of:
- 7.3.3.1.** Commitment Instrument to Organize a Special Purpose Entity, containing, at least:
- 7.3.3.1.1.** name of the CONSORTIUM;
 - 7.3.3.1.2.** Qualification of the consortium members;
 - 7.3.3.1.3.** Composition of the CONSORTIUM, respective stakes of the members and future commitment regarding the participation of each member in the SPE;
 - 7.3.3.1.4.** CONSORTIUM's corporate purpose;
 - 7.3.3.1.5.** Indication of the leading company that shall:
 - 7.3.3.1.5.1.** be responsible for all communications and information with the PERMANENT BIDDING COMMITTEE and the GRANTING AUTHORITY;
 - 7.3.3.1.5.2.** have express powers to receive service of process and represent the consortium administratively and judicially;
 - 7.3.3.1.5.3.** have express powers to represent the consortium in all stages of this bidding process, including to file appeals and withdraw appeals, to execute contracts and to perform all acts necessary for the completion of its purpose until its end;
 - 7.3.3.1.6.** Obligation to be jointly and severally liable, under the terms of the Law, in all issues concerning the BIDDING PROCESS, until the execution of the CONTRACT.



- 7.3.3.2.** Documents proving the powers of all grantors, as per the latest amendments filed with the relevant business registers or boards.
- 7.3.4.** In the case of a foreign company, the representation shall be effective by means of a power of attorney granted to a legal representative residing and domiciled in Brazil, proving powers to perform, on behalf of the BIDDER, all acts related to the BIDDING PROCESS, and with express powers to receive service of process, represent the BIDDER administratively and judicially, as well as to enter into settlements and to waive rights and, where appropriate, to sub-delegate the appropriate powers to the ACCREDITED REPRESENTATIVE(s), in accordance with the Model No. 09 - Power-of-Attorney (Foreign Bidder) of Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice;
- 7.3.5.** The documentation provided for in item 7.3.4, must be accompanied by documents proving the powers of the granting parties, a simplified certificate being accepted for this purpose, with the signature(s) duly recognized as true by a notary or other entity in accordance with the law applicable to the documents, which shall be recognized by the Brazilian consular representation of the country of origin, translated to Portuguese by a sworn public translator and registered in a Registry of Deeds and Documents (as per the last amendment filed with the business register, competent notary office, or equivalent requirement of the country of origin).
- 7.3.5.1.** Foreign documents that fall under the provisions of the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in Brazil through Decree No. 8,660/16, are exempt from recognition by the Brazilian consular representation of the country of origin.
- 7.3.5.2.** In the case of a Consortium composed only of foreign companies, the requirements of item 7.3.4 shall only be met by the leading company, without prejudice to the joint liability of the other consortium members.
- 7.4.** All declarations and documents referred by the BID NOTICE shall be signed by a duly appointed representative, provided with enough powers for such, being the BIDDER's responsibility to present in the volumes of bidding documentation listed in item 9 the proper document for the identification of the referred representation powers, in case the representatives are other than those already invested as ACCREDITED REPRESENTATIVES.



- 7.5.** Each ACCREDITED REPRESENTATIVE and ACCREDITED PARTICIPANT may only exercise powers of representation for only one BIDDER in the BIDDING PROCESS.
- 7.6.** Each Bidder may have up to two (2) ACCREDITED REPRESENTATIVES.
- 7.7.** At any time in the course of the BIDDING PROCESS, the BIDDER may appoint new representative(s) or replace its representative(s).

Part IV – Bidding Process Rules

8. Conditions for Participation

- 8.1.** The following may participate in the COMPETITION, according to the terms of this BID NOTICE: Brazilian or foreign legal entities, private pension entities, financial institutions and investment funds, individually or in a CONSORTIUM.
- 8.2.** The following interested parties may not participate in the BIDDING PROCESS, individually or in a CONSORTIUM, according to the terms of this BID NOTICE:
- 8.2.1.** whose manager or responsible technical person is or has been an occupant of a full position, non-career appointment position, public employment or other positions of superior management at the Rio Grande do Sul's State Agency of Granted Public Services Regulation - – AGERGS, at the State Highway Authority - – DAER, at the State Highway Company - – EGR or at the Rio Grande do Sul's Secretaries, in the last one hundred and eighty (180) days prior to the date of publication of the BID NOTICE.
- 8.2.2.** whose director, owner or shareholder with management powers is related (partner, spouse or any relative by consanguinity or affinity up to the third degree) to a public agent, renders services or develops projects at a Body or an Entity belonging to the State Public Administration where the public agent holds a non-career appointment position or a position of trust by means of an outsourced service contract; of construction, services rendering or assets acquisition contracts; or of agreements and equivalent arrangements, in accordance with article 8 of Decree No. 48,705/11 from the State of Rio Grande do Sul;;
- 8.2.3.** that, individually or in a CONSORTIUM, participated directly or indirectly in the modeling studies and in the preparation of the BID NOTICE and the CONTRACT as consultants;
- 8.2.4.** that, directly or indirectly, that is associated with or holds participation with a public agent or a director of a governmental body from, the contracting entity responsible for the BIDDING PROCESS.



- 8.2.4.1.** Indirect participation is assumed by the existence of any technical, commercial, economic, financial or labor bond with the BIDDER or with RELATED PARTIES;
- 8.2.5.** that do not meet the terms set down by this BID NOTICE or do not present the documents required by it;
- 8.2.6.** that are in the process of bankruptcy, collective insolvency proceedings, arrangement with creditors or insolvency proceedings, winding-up or liquidation procedure;
- 8.2.7.** that are in the process of judicial or extrajudicial reorganization without an approved or homologated reorganization plan, as applicable;
- 8.2.8.** that are registered in the Register for Suppliers Prevented from Participating in a Bidding Procedure or Contracting with the State Public Administration – CFIL/RS;
- 8.2.9.** that are currently under penalty of temporary suspension from participation in bidding procedures or banned from contracting with the direct or indirect Administration of the State of Rio Grande do Sul, as a consequence of article 87, section III, and article 88 of Federal Law 8.666/1993, or article 7 of Federal Law 10.520/2002 or of article 47 of the Federal Law 12.462/2011;
- 8.2.10.** that have a record of a sanction, with an impeding effect on participation in this BIDDING PROCESS or contracting, in the registries referred to by article 22 of Federal Law No. 12.846/2013;
- 8.2.11.** that have been forbidden to contract with the State of Rio Grande do Sul, owing to condemnation for an act of administrative maleficence, under the terms of article 12 of Federal Law No. 8.429/1992
- 8.2.12.** that have been temporarily suspended, banned or declared unfit to bid or to contract with the Public Administration for disobedience to the Access to Information Law, under the terms of article 33, sections IV and V of Federal Law No. 12.527/2011;
- 8.2.13.** that have been forbidden by the Plenary of CADE to participate in tenders held by the State Public Administration, owing to an offense against the economic order, under the terms of article 38, section II, of Federal Law No. 12.529/2011;
- 8.2.14.** that have been declared unfit to participate in a bidding procedure or to contract with the State Public Administration;



8.2.15. that have been sentenced, by a final and unappealable judgment, to the penalty of suspension of rights due to the commission of environmental crimes, as regulated in article 10 of Law No. 9.605/98; and

8.2.16. that are under intervention from the Private Pension Secretariat, body of the Ministry of Social Security.

8.3. Participation in this BIDDING PROCESS implies full and unconditional acceptance of all terms, provisions, and conditions of the BID NOTICE, of the EXHIBITS, of the DRAFT CONTRACT and of the EXHIBITS TO THE DRAFT CONTRACT, as well as the other rules applicable to the BIDDING PROCESS.

8.4. If the BIDDER is a foreign company, the following rules must be observed, without prejudice to others existing in the rest of the BID NOTICE:

8.4.1. Submit, for both individual participation and in a CONSORTIUM, documents equivalent to the documents for registration, authenticated by the Brazilian consular authority of their country of origin and translated by a sworn translator.

8.4.1.1. Foreign companies from States Parties to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in Brazil through Decree No. 8,660/16, may replace the need for authentication by the respective consulate, referred to in item 8.4.1 above, by affixing the apostille referred to in that Convention, as appropriate.

8.4.1.2. The documentation and the respective apostille must be translated by a sworn translator and notarized by a notary public.

8.4.2. Submit a declaration in accordance with the Model No. 10 – Declaration of Foreign Bidder from Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice of the BID NOTICE, certifying the correlation between the administrative legal documents and their expiration dates, normally required in bidding procedures in Brazil and the corresponding documents in the country of origin, the replacement of this document by an official declaration from the country of origin's consular representation of being accepted in this case.

8.4.3. Equivalent registration documents must be presented in such a way as to allow for an analysis of their validity and enforceability.

8.4.4. In the event of the absence of documents equivalent to those requested in this BID NOTICE or of an agency(ies) in the country of origin that may



authenticate them, the BIDDER must present a statement reporting this fact, according to the Model No. 11 - Declaration of Absence of Equivalent Document from Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice of the BID NOTICE.

8.4.5. The BIDDERS shall be civilly, administratively, and criminally liable for the accuracy of the above declarations.

8.5. If the BIDDER is a CONSORTIUM, the following rules must be observed, without prejudice to others existing in the rest of the BID NOTICE:

8.5.1. each consortium member must individually meet the requirements related to the legal, tax, and labor good standing and economic and financial qualification set forth by the BID NOTICE.

8.5.2. the technical qualification requirements may be met by the CONSORTIUM by means of presentation of certificates on behalf of its consortium members.

8.5.3. the disqualification of any consortium member shall result in the automatic disqualification of the CONSORTIUM;

8.5.4. there is not limit on the number of consortium members for creation of the CONSORTIUM;

8.5.5. no BIDDER shall participate in more than on CONSORTIUM, be it directly or through RELATED PARTIES.

8.5.6. The participation in a CONSORTIUM prevents the individual participation of the BIDDER, directly or through RELATED PARTIES, in the BIDDING PROCESS.

8.5.7. The inclusion, replacement, withdrawal, or exclusion of CONSORTIUM MEMBER, as well as changes in the proportion of participation of the CONSORTIUM MEMBERS, shall not be allowed from the date of submission of the bidding documentation until the execution of the CONTRACT, point from which the contractual provisions concerning changes in the corporate composition of the concessionaire shall be observed.

8.5.8. in the case of a CONSORTIUM composed of Brazilian and foreign companies, the leading company must necessarily be a Brazilian company, pursuant to article 5, paragraph 4, of State Decree No. 53,490/2017;

8.5.9. the participation of a consortium formed exclusively by foreign companies is allowed;



8.5.10. In addition to other documents required by the BID NOTICE, the BIDDER's participation in a CONSORTIUM regime is subject to the presentation of the Commitment Instrument to Organize an SPE, signed by the consortium members.

8.6. The performance of acts by the BIDDERS in each stage of the BIDDING PROCESS is subject to preclusion, thus prohibiting the exercise of powers referring to already completed stages of the competition, except in the cases admitted in the BID NOTICE.

9. Form of Presentation of Documentation

9.1. The BIDDERS shall deliver, through their ACCREDITED PARTICIPANTS, at the place, on the date and time designated in the SCHEDULE, the following documentation: 03 (three) separate, distinct and sealed volumes, being one for the PROPOSAL GUARANTEE and the representation documentation indicated in item 7 (Volume No. 1), one for the WRITTEN ECONOMIC PROPOSAL (Volume No. 2) and one for the REGISTRATION DOCUMENTS (Volume No. 3), each identified on their cover as provided below:

TO THE PERMANENT BIDDING COMMITTEE

BID NOTICE n° [●]/[●]

VOLUME 1 – PROPOSAL GUARANTEE

- BIDDER'S CORPORATE NAME OR CONSORTIUM NAME, INDICATING ITS MEMBERS AND LEADER;
- NAME, TELEPHONE NUMBER, AND ELECTRONIC ADDRESS (E-MAIL) OF THE ACCREDITED REPRESENTATIVE(S)
- ACCREDITED PARTICIPANT'S CORPORATE NAME
- VOLUME 1 – PROPOSAL GUARANTEE

TO THE PERMANENT BIDDING COMMITTEE

BID NOTICE n° [●]/[●]

VOLUME 2 – WRITTEN ECONOMIC PROPOSAL

- BIDDER'S CORPORATE NAME OR CONSORTIUM NAME, INDICATING ITS MEMBERS AND LEADER;



- NAME, TELEPHONE NUMBER, AND ELECTRONIC ADDRESS (E-MAIL) OF THE ACCREDITED REPRESENTATIVE(S)
- ACCREDITED PARTICIPANT'S CORPORATE NAME
- VOLUME 2 – WRITTEN ECONOMIC PROPOSAL

TO THE PERMANENT BIDDING COMMITTEE BID NOTICE N°
●/●

VOLUME 3 – REGISTRATION DOCUMENTS

- BIDDER'S CORPORATE NAME OR CONSORTIUM NAME, INDICATING ITS MEMBERS AND LEADER;
- NAME, TELEPHONE NUMBER, AND ELECTRONIC ADDRESS (E-MAIL) OF THE ACCREDITED REPRESENTATIVE(S)
- ACCREDITED PARTICIPANT'S CORPORATE NAME
- VOLUME 3 – REGISTRATION DOCUMENTS

9.2. Once the volumes have been received in accordance with item 9.1 and with the SCHEDULE, the PERMANENT BIDDING COMMISSION shall produce a detailed record of the acts carried out in the session, which shall be signed by the BIDDER's ACCREDITED REPRESENTATIVES present at the session.

9.2.1. The PERMANENT BIDDING COMMITTEE shall perform the public opening of Volumes No. 1 and shall initial the documentation enclosed.

9.3. Each one of the binders of the PROPOSAL GUARANTEE, of the WRITTEN ECONOMIC PROPOSAL and of the REGISTRATION DOCUMENTS shall contain 2 (two) identical copies of the documentation, presented separately, all with pages numbered sequentially, including separation pages, catalogs, designs, or the like, if any, irrespective of the composition of each binder by more than one binder, from the first to the last page, so that the last page numbering of the last book reflects the total number of pages in each binder, without amendment, erasure, in-line notes, or provisos.

9.3.1. The numbered pages shall be those with content.

9.4. Each copy shall contain a page with its own closing form, which shall not be numbered.

9.5. Each of the binders for the PROPOSAL GUARANTEE, for the WRITTEN ECONOMIC PROPOSAL, and for the REGISTRATION DOCUMENTS must



be submitted electronically (*flash drive*) with the documentation in *non-editable portable document format* PDF, with content identical to that of the 2 (two) copies submitted in physical media.

9.6. If there is any discrepancy between the information presented in physical and electronic media, the information provided in the physical media shall control.

9.6.1. In the event of divergence between numbers and their full expression written out, the full form shall control.

9.7. For presentation purposes:

9.7.1. Each of the copies from the binders for the PROPOSAL GUARANTEE, for the WRITTEN ECONOMIC PROPOSAL, and for the REGISTRATION DOCUMENTS shall display, additionally to the identification referred by item 9.1, the subtitles “1st copy” and “2nd copy”, respectively;

9.7.2. all 1st copy documentation, except to the extent of the provision by item 9.7.2.1, shall be presented in its original or certified copy, except when required, by the BID NOTICE, that its presentation be exclusively in its original form, the presentation of simple copies being accepted for 2nd copy documentation.

9.7.2.1. The PROPOSAL GUARANTEE shall be submitted through the presentation of original documents in the 1st copy documentation.

9.8. All pages of each of the copies of the PROPOSAL GUARANTEE, of the WRITTEN ECONOMIC PROPOSAL, and of the REGISTRATION DOCUMENTS must be initialed by one of their accredited representatives.

9.9. One of the accredited representatives must initial the seals of each envelope containing the binders indicated in item 9.1, inserting its date and time next to the entry, inserted to the side of the initials.

9.10. Except as expressly authorized in this BID NOTICE, he documents shall be presented according to the models contained in the EXHIBITS of the BID NOTICE, when applicable.

9.11. Any delivery failures or formal defects in the documents that are part of the PROPOSAL GUARATEE, of the WRITTEN ECONOMIC PROPOSAL and of the REGISTRATION DOCUMENTS may be remedied in accordance with the terms of item 15 below, within the time frame established by the PERMANENT BIDDING COMMITTEE.



9.12. Documents should be presented in clear language, without amendments, erasures, notes between lines, or provisos, and should observe the following language rules:

9.12.1. all documents relating to the BIDDING PROCESS must be submitted in Portuguese and all documentation shall be understood and interpreted in accordance with that language; and

9.12.2. in the case of foreign language documents, their translations into Portuguese shall only be considered when performed by a sworn public translator and with confirmation of authenticity issued by the diplomatic or consular representation of Brazil in the country of origin of the document, except, in this last case, for the documents issued by from States Parties to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in Brazil through Decree No. 8,660/16, when applicable.

9.13. Delivery of BIDDING PROCESS documentation by mail or any other means not provided for in this item 9 shall not be permitted.

9.14. The BIDDERS shall bear all costs related to the preparation and presentation of the BIDS and the binders containing the PROPOSAL GUARANTEE, the WRITTEN ECONOMIC PROPOSAL and the REGISTRATION DOCUMENTS, and the GRANTING AUTHORITY shall not be responsible, under any circumstances, for such costs, whatever the procedures followed in the BIDDING PROCESS or its results may be.

9.15. The PERMANENT BIDDING COMMITTEE, to its sole discretion, may request, at any moment, clarifications to the BIDDERS concerning the documentation submitted.

9.16. The proposals not in compliance with this BID NOTICE shall be disqualified.

10. Proposal Guarantee

10.1. The PROPOSAL GUARANTEE shall be made in the minimum amount of R\$ 34.181.155,91 (thirty-four million, one hundred and eighty-one thousand, one hundred and fifty-five reais and ninety-one cents) and may be provided in cash, public debt instruments, performance bond, or bank guarantee.

10.2. The Volume No. 1 shall contain, as appropriate: (i) the performance bond policy; (ii) the bank letter of guarantee; and/or (iii) the original receipt of the escrow account deposit.



- 10.2.1.** The presentation of the PROPOSAL GUARANTEE in the type of Federal Public Debt Instruments shall be confirmed by the PERMANENT BIDDING COMMITTEE, with B3's assistance, digitally through system, thus the presentation of its documentation in the binder is not necessary, as provided for in detail in EXHIBIT 14 - B3'S PROCEDURES MANUAL.
- 10.3.** The PROPOSAL GUARANTEE shall be effective for at least one (1) year from the date of receipt of the envelopes, being the BIDDER's responsible for proving, if needed, its renewal before the PERMANENT BIDDING COMMITTEE at least fifteen (15) days prior to its expiration date, under penalty of ceasing to be regularly registered in the competition and, thus, of being disqualified.
- 10.3.1.** In the case of Performance Bond Policy, as established by Ordinance SUSEP No. 477/2013, item 19.2, the policy must be effective the day before the date indicated by the SCHEDULE for the submission of the bidding documentation, in order that it complies with the 24 hours of commencement and end of validity, in accordance with the caput.
- 10.4.** In the case of renewal, the PROPOSAL GUARANTEE shall be adjusted per the variation in the IPCA, published by the IBGE, for the period between two months prior to the date of submission of the bidding documentation and the last officially published index before the renewal of the PROPOSAL GUARANTEE.
- 10.4.1.** Maintenance of the BIDDER's qualification conditions is conditional upon the regular renewal of the PROPOSAL GUARANTEE, mentioned by items 10.3 and 10.4.
- 10.5.** B3 shall assist the PERMANENT BIDDING COMMITTEE in the evaluation of the good standing and effectiveness of the PROPOSAL GUARANTEES submitted, the result of which shall be reported to the BIDDERS.
- 10.6.** The BIDDERS must also comply with the following conditions when offering the PROPOSAL GUARANTEE:
- 10.6.1.** The PROPOSAL GUARANTEES submitted of the type performance bond and bank guarantee must present the appropriate minimum content, depending of the type chosen, or follow the model contained, respectively, in Exhibit 3 or Exhibit 4, in their original form, no copies of any kind being accepted for "1st copy" documentation, but presentation of digital copies of the performance bond policies digitally certified being allowed.
- 10.6.1.1.** The guarantees shall have their value expressed in Brazilian Reais, as well as the signature of the issuing company's officers,



that may be digitally signed in the case of a policy issued in this manner.

10.6.2. In the case of a PROPOSAL GUARANTEE submitted in the type of performance bond, the policies should be contracted with insurance and reinsurance companies authorized by the Superintendence of Private Insurance [“Superintendência de Seguros Privados”] – SUSEP, in accordance with the rules set forth by it.

10.6.3. In the case of a PROPOSAL GUARANTEE submitted in the types of performance bond or bank guarantee, the BIDDER must be presented as a secured purchaser of the guarantee and the GRANTING AUTHORITY must be indicated as the sole beneficiary of the guarantee, as well as of its consecutive renewals, if necessary.

10.6.4. In the event that the PROPOSAL GUARANTEE is provided in public debt instruments, only National Treasury Bills - LTN, Treasury Bills - LFT, National Treasury Notes - principal series B - NTN-B Principal, National Treasury Bills - C series - NTN-C, or National Treasury Notes - series F - NTN-F shall be accepted and they must be issued in book-entry form, by means of registration with the centralized system for custody and financial settlement authorized by the Central Bank of Brazil.

10.6.5. In the event that the Proposal Guarantee is provided by public debt securities, for the purpose of calculating the minimum amount, per the terms of sub-item 10.1 the economic amount, as defined by the Ministry of Economy and ascertained by B3 S.A.

10.6.6. The PROPOSAL GUARANTEE provided in cash shall be deposited at Banrisul Bank 041, Agency 0597, current account No. 03.600862.0-6, belonging to the Secretary of Logistics and Transportation, CNPJ/MF No. 08.838.143/0001-89, up to 24 hours (twenty-four hours) prior to the date of submission of the bidding documentation and the deposit receipt or the cashier's check from the financial institution must be presented, under penalty of invalidation of the guarantee provided.

10.6.7. The PROPOSAL GUARANTEE shall be accompanied by a cover letter as per the model found in the Exhibit 6: Submission of the Proposal Guarantee of the Bid Notice.

10.6.8. If the BIDDER participates individually, the PROPOSAL GUARANTEE must be submitted in its own name.

10.6.8.1. If the BIDDER is an investment fund, the PROPOSAL GUARANTEE shall be submitted by its administrator or manager,



as stated in the fund's bylaws, and must specify in the purpose of the guarantee the fund's corporate name and its CNPJ number.

10.7. If the BIDDER is a CONSORTIUM, the PROPOSAL GUARANTEE may be presented on behalf of one or more consortium members, and/or be individually issued by each of the consortium members, regardless of their share in the CONSORTIUM, under the condition of meeting, under any circumstances, the total amount required by item 10.110.1.

10.7.1. The TOLL FARE, to be charged from Category 1 of vehicles, in each toll plaza of the CONCESSION, shall be determined by the following calculation formula:

$$TP = PFT + (TBP_{PS} \times TH_{PS}) + (TBP_{PD} \times TH_{PD})$$

In which:

TP = Toll Fare;

PFT = Fixed Portion of the Toll;

TBP_{PS} = Single Lane BASIC TOLL FARE per kilometer;

TH_{PS} = Extension, in kilometers of the Homogeneous Stretches of Single Lane considered in the PLAZA COVERAGE STRETCH;

TBP_{PD} = Double Lane BASIC TOLL FARE per kilometer;

TH_{PD} = Extension, in kilometers of the Homogeneous Stretches of Double Lane considered in the PLAZA COVERAGE STRETCH;

10.8. The WRITTEN ECONOMIC PROPOSAL shall contain the DISCOUNT VALUE, which shall apply, linearly, to the FIXED TRANCHE OF THE TOLL, to the SINGLE LANE BASIC TOLL FARE and to the DOUBLE LANE BASIC TOLL FARE.

10.9. The prices for the FIXED TRANCHE OF THE TOLL, the SINGLE LANE BASIC TOLL FARE and the DOUBLE LANE BASIC TOLL FARE, as well as the lengths of the HOMOGENEOUS STRETCHES of single lane and double lanes, to be considered in the offering of the DISCOUNT AMOUNT, are provided by the table below:

Toll Plaza	Fixed Portion of the Toll	Single Lane Basic Toll Fare	Length of the Homogeneous Stretches of Single Lane at Date of Assumption	Double Lane Basic Toll Fare	Length of the Homogeneous Stretches of Double Lane at Date of Assumption



PP1	R\$ 3,00	R\$ 0,1023	0,00 km	R\$ 0,1330	52,29 km
PP2			38,53 km		0,00 km
PP3			38,94 km		0,00 km
PP4			41,87 km		0,00 km
PP5			42,93 km		9,16 km
PP6			45,80 km		2,02 km

10.9.1. The proposals that do not take into account the prices indicated in sub-item 10.9 shall be disqualified.

10.10. The WRITTEN ECONOMIC PROPOSALA shall be valid for 1 (one) year, from the date of its receipt by the PERMANENT BIDDING COMMITTEE, and in this period all its conditions shall be maintained.

10.10.1. In the event that the BIDDING PROCESS lasts for more than 1 (one) year, the BIDDER shall arrange the extension of the validity of the PROPOSAL GUARANTEE and of the ECONOMIC PROPOSAL in order to remain qualified for the COMPETITION, under penalty of ceasing to be regular registered in the competition and thus being disqualified.

10.11. The WRITTEN ECONOMIC PROPOSAL shall consider the following assumptions and factors:

10.11.1. all investments, taxes, costs, and expenses, including, but not limited to those of a financial nature, necessary for the operation of the CONCESSION, as provided for in the CONTRACT, in the PER, and other EXHIBITS to the BID NOTICE and the CONTRACT.

10.11.2. the risks to be assumed by the CONCESSIONAIRE as a result of the operation of the CONCESSION, as described in the BID NOTICE and in the DRAFT CONTRACT, as well as the applicable laws and regulations;

10.11.3. the loan(s) to be taken by the CONCESSIONAIRE, of short and long term, if necessary, taking into consideration the main characteristics of the operation(s), for instance, interest rate, currency, deadlines, waiting period and amortization, maturity, commissions and guarantees;

10.11.4. the revenues from the receipt of the TOLL FARE and from the operation of EXTRAORDINARY REVENUE projects;

10.11.5. the concession term, which shall be 30 (thirty) years;

10.11.6. the depreciation and amortization of all planned investments over the term of the CONCESSION;



- 10.11.7.** the value of the investments provided for in the PER, at the BIDDER's own risk, may be discounted from the tax benefits arising from the REIDI - Special Infrastructure Development Incentives Scheme, in accordance with the relevant laws and regulations;
- 10.11.8.** the obligation, as a condition for the execution of the CONTRACT, to subscribe and pay in, in national currency, the following amounts in the capital stock of the SPE:
- 10.11.8.1.** R\$ 227.695.087,34 (two hundred and twenty-seven million, six hundred and ninety-five thousand and eighty-seven reais and thirty-four cents), as mandatory capital stock;
- 10.11.8.2.** the totality of the tied funds to be transferred to the CONTRIBUTION ACCOUNT, calculated according to the subitem 11 of this BID NOTICE;
- 10.11.9.** the deposit in the CONTRIBUTION ACCOUNT of the tied funds indicated in subitem 11 of this BID NOTICE.
- 10.11.10.** the subscription and payment of the additional capital stock.
- 10.11.10.1.** The additional capital stock shall be calculated according to the DISCOUNT VALUE.
- 10.11.10.2.** The CONCESSIONAIRE shall be obligated to pay up the additional capital stock only if it offers a DISCOUNT VALUE higher than ten percent (10%) in its WRITTEN ECONOMIC PROPOSAL, in the following manner:
- 10.11.10.3.** For each percentage point above the 10% discount, the CONTRACTOR shall be obligated to add R\$ 6.700.000,00 (six million seven hundred thousand reais) in Brazilian currency in the capital stock to be paid up in the SPE.
- 10.11.10.4.** In the case of the discount values not expressed in whole numbers, the amount of the additional capital stock shall be calculated proportionally.
- 10.11.10.5.** The additional capital stock shall be paid up until the end of the first year of the CONCESSION, from the date of execution of the CONTRACT.
- 10.11.11.** the annual revenue loss of 2,20% arising from the FREQUENT USER DISCOUNT;



- 10.12.** All amounts referred to in this item shall be updated per the IPCA, based on its variation between January, 2020 and the last officially published index before the actual payment.
- 10.13.** The WRITTEN ECONOMIC PROPOSAL shall be unconditional, irreversible, and irrevocable.
- 10.14.** The business plan presented to the financial institution cannot be included in the WRITTEN ECONOMIC PROPOSAL, nor in the other binders referred by item 9.1, under penalty of disqualification of the BIDDER and of imposition of fine equivalent to the amount of the PROPOSAL GUARANTEE, which shall consequently be forfeited.

11. Tied Funds

- 11.1.** For each percentage point of DISCOUNT VALUE resulting from the BIDDING PROCESS, the CONTRACTOR undertakes the obligation to deposit R\$ 6.700.000,00 (six million, seven hundred thousand reais) in the CONTRIBUTION ACCOUNT, as a condition to the execution of the CONTRACT.
- 11.1.1.** Non integer percentage points shall be added proportionally to the amount to be deposited in the CONTRIBUTION ACCOUNT.
- 11.2.** The amounts to be deposited in the CONTRIBUTION ACCOUNT shall be updated per the IPCA, based on its variation between January 2020 and the last officially published index before the date of the deposit.
- 11.3.** The tied funds to be deposited in the CONTRIBUTION ACCOUNT must come from the subscription and payment, by the CONTRACTOR, of its value in the capital stock of the SPE.

12. Registration Documents

- 12.1.** The binder of the REGISTRATION DOCUMENTS shall contain, in the first place, a cover letter, in accordance with Exhibit 7 – Submission of the Registration Documents of the BID NOTICE and, afterwards, the documents indicated in the items below.
- 12.2.** The certificated that do not state their validity shall be accepted if they are issued up 90 (ninety) days prior to the date indicated by the SCHEDULE for the receipt of the bidding documentation.
- 12.3.** The State Supplier Certificate – CFE and its respective annex replace the registration documents that they eventually contain, except for the documentation



related to the Technical Qualification of the BIDDER, subject to the provision of article 32, paragraph 2, of Federal Law No. 8.666/93.

LEGAL REGISTRATION

12.4. The BIDDER shall present the following documents in terms of legal registration:

12.4.1. Copy of the BIDDER's constituent act, bylaws or articles of association, according to the latest amendment filed with the competent company register or notary office.

12.4.1.1. If the latest amendment to the bylaws/articles of association does not restate the provisions of the current bylaws/articles of association, the previous amendments containing such provisions shall also be presented.

12.4.2. Commercial register, in the case of individual company;

12.4.3. Proof of election of the acting officers of the BIDDER, duly filed with the competent company register or notary office.

12.4.4. In the case of a legal entity or foreign company authorized to operate in Brazil, act of registration or authorization for its operation, issued by the competent body.

12.4.5. In the case of a legal entity or foreign company not established in Brazil, the BIDDER shall submit a declaration according to the Model No. 10 – Declaration of Foreign Bidder found in Exhibit 2 of the BID NOTICE.

12.5. In the case of an open or closed private pension entity, the BIDDER shall submit, for the purpose of legal registration, in addition to the documentation provided for in items 12.4.1 to 12.4.5 above, the following documents:

12.5.1. Proof of express and specific authorization as to the creation and operation of the private pension entity, granted by the competent supervisory body; and

12.5.2. Statement that the plans and benefits administered by it are not under liquidation or intervention by PREVIC.

12.5.3. For closed private pension entities, the adhesion agreement signed between the sponsor or institute and the entity, duly approved by the inspection agency.



- 12.6.** In the case of a financial institution, the BIDDER shall submit for the purpose of legal registration, in addition to the documentation provided for in items 12.4.1 to 12.4.5 above, the proof that it has been authorized to operate by the Central Bank of Brazil.
- 12.7.** When the BIDDER is an investment fund, the following documents shall be submitted for its legal qualification, in place of the presentation of the documents listed in items 12.4.1 to 12.4.5 above:
- 12.7.1.** Constituent act, updated to the latest amendment filed with the competent register ;
 - 12.7.2.** Proof of hiring of a manager, if any, as well as election of the acting manager.
 - 12.7.3.** Proof of registration of the investment fund with the Brazilian Securities and Exchange Commission;
 - 12.7.4.** The investment fund's bylaws and its respective subsequent amendments, if any;
 - 12.7.5.** Proof of registration of the investment fund's bylaws with the relevant Registry of Deeds and Documents or at CVM, pursuant to the Circular Letter CVM/SIN 12/19;
 - 12.7.6.** Proof that the investment fund is duly authorized to participate in the BIDDING PROCESS and that its manager may represent it in all acts and for all purposes of the BIDDING PROCESS, assuming on behalf of the investment fund all obligations and rights arising from the it.
 - 12.7.7.** Proof of qualification of investment fund's administrator and, if any, of the manager, before the Brazilian Securities and Exchange Commission.
 - 12.7.8.** Bankruptcy clearance certificate of the administrator and manager of the fund, issued by the registry office(s) of the headquarters thereof, with a date of up to 90 (ninety) days prior to the date indicated by the SCHEDULE for the receipt of the bidding documentation.
 - 12.7.9.** Proof that the administrator and the fund are not in the process of judicial liquidation, by means of certificate issued by the registry office(s) of the headquarters thereof, or of extrajudicial liquidation, by means of documentation obtained in the Central Bank of Brazil's website.
 - 12.7.10.** The foreign investment fund must present a document analogous to the CVM registration, from the country of origin, pursuant to article 32, paragraph 4, of Law No. 8,666/1993.



12.7.11. List of the investment fund shareholders;

12.7.12. Investment fund prospectus submitted to the Brazilian Securities and Exchange Commission – CVM.

12.8. In the case of a foreign BIDDERS that do not operate in the Brazil, its legal registration shall be accomplished by means of the presentation of equivalent documentation to that required by items 12.4 to 12.7 above, pursuant to item 8.4 and additional items applicable in accordance to the BID NOTICE, authenticated by their consulates and translated by a sworn translator, and in addition, shall submit the following documents:

12.8.1. Power of attorney granted to the legal representative in Brazil, with express powers to receive service of process and answer administratively and judicially for its acts, according to the Model No. 09 – Power of Attorney (foreign bidder) of Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice.

12.8.2. declaration of submission to Brazilian laws and regulations and waiver of claim by diplomatic means, in accordance with Model No. 07 - Formal Declaration of Express Submission to Brazilian Laws and Regulations and Waiver of Claim by Diplomatic Means found in Exhibit 2 of the BID NOTICE.

12.8.2.1. Foreign companies from States Parties to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in Brazil through Decree No. 8,660/16, may replace the need for authentication by the respective consulate, referred to in item 8.4.1 above, by affixing the apostille referred to in that Convention, as appropriate.

12.8.2.1.1. The documentation and the respective apostille must be translated by a sworn translator and notarized by a notary public.

12.8.3. Foreign BIDDERS may, for the purposes of their legal qualification, present documents from their headquarters or their affiliates that are equivalent to those requested for qualification of Brazilian legal entities and that comply with the legal requirements in the foreign BIDDERS's country of incorporation.

12.8.4. In the absence of equivalent documents in the respective countries of origin able to meet the requirements set forth in this item 12 or documents for the respective Brazilian subsidiaries, the foreign Bidders shall submit:



12.8.4.1. a declaration indicating this circumstance, in accordance with Model No. 11 - Declaration of Absence of Equivalent Document found in Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice; and

12.8.4.2. an alternative document that, while not equivalent, explains and meets, as far as possible, the purpose of the document required by the BID NOTICE, accompanied by clarifications that allows for its identification regarding the requirements set forth by the BID NOTICE.

12.8.5. Foreign language documents must be presented with the signature(s) duly recognized as genuine by a notary or other entity in accordance with the laws and regulations applicable to the documents, which must be recognized by the Brazilian consular representation, if applicable, duly translated into Portuguese by a sworn public translator, and the powers of attorney must be registered with the Registry of Deeds and Documents.

12.9. In the case of a CONSORTIUM, each of the consortium members must present all documents required by items 12.4 to 12.8 above and, additionally, must present the Commitment Instrument to Organize a Special Purpose Entity, containing, at least:

12.9.1. Name of the CONSORTIUM;

12.9.2. Qualification of the consortium members;

12.9.3. Composition of the CONSORTIUM, the respective stakes of the members and the future commitment regarding the participation of each member in the SPE;

12.9.4. CONSORTIUM's corporate purpose;

12.9.5. Indication of the leading legal entity or investment fund of the consortium which shall:

12.9.5.1. be responsible for all communications and information with the PERMANENT BIDDING COMMITTEE and the GRANTING AUTHORITY;

12.9.5.2. have express powers to receive service of process and represent the consortium administratively and judicially;

12.9.5.3. have express powers to represent the consortium in all stages of this bidding process, including to file appeals and



withdraw appeals, to execute contracts and to perform all acts necessary for the completion of its purpose until its end;

- 12.9.6.** Obligation to be jointly and severally liable, under the terms of the Law, in all issues concerning the BIDDING PROCESS, until the execution of the CONTRACT.

ECONOMIC AND FINANCIAL QUALIFICATION

- 12.10.** The BIDDER shall present, as proof of its economic and financial qualification, the following documents:

- 12.10.1.** Clearance certificates for bankruptcy, self-bankruptcy and judicial reorganization issued by the judicial distributor (civil courts) of the judicial district of the municipality where the company is headquartered, with a date of at most 90 (ninety) days prior to the date indicated by the SCHEDULE for the receipt of the bidding documentation.

12.10.1.1. In the case of a non-business company or other legal entity, a clearance certificate issued by the judicial distributor of the civil courts in general (execution proceedings) of the Municipality where the entity is headquartered, dated to a maximum of ninety (90) days prior to the indicated by the SCHEDULE for the receipt of the bidding documentation.

12.10.1.2. The participation of companies in the process of judicial or extrajudicial reorganization shall be allowed if proved, respectively, the approval or the homologation of the reorganization plan by the relevant court, without prejudice to the compliance with all requirements for economic and financial qualification set forth by this BID NOTICE, being the presentation of the declaration mentioned by item 12.21.3, in this case, dismissed.

- 12.10.2.** Last balance sheets and respective profit and loss accounts issued, already required by law, duly approved by the general meeting or partners, as applicable, presented in the manner set forth in the law, with the presentation of interim balance sheets or balance statements being prohibited. These documents must be presented in accordance with the accounting standards adopted in Brazil and accompanied by the Bidder's Accounting & Financial Analysis – ACF, filled in accordance to State Decree No. 36,601/1996, or by the Certificate of Bidder's Relative Financial Capacity, issue by the General State Auditing and Accounting Department – CAGE, available at the website www.sefaz.rs.gov.br.



- 12.10.3.** If the BIDDER has been established in the same fiscal year of the COMPETITION, its opening balance-sheet shall be presented.
- 12.10.4.** If the BIDDER is registered in the Public Digital Bookkeeping System - SPED, the documents mentioned in item 12.10.2 may be replaced by:
- 12.10.4.1.** proof of digital delivery of the accounting book with the balance sheet and financial statements required by law;
 - 12.10.4.2.** proof of the digital signature of the accounting book by the director in charge and by a qualified accounting professional duly registered with the Regional Accounting Council - CRC, as well as proof of his regularity before the respective council;
 - 12.10.4.3.** copy of the opening and closing form of the respective accounting book; and
 - 12.10.4.4.** term of authentication of the accounting book with the balance sheet and financial statements by the competent body.
- 12.11.** For foreign BIDDERS, balance sheet and financial statements from the last fiscal year, already required and presented in accordance to the law of the country of origin, the replacement by interim balance sheets not being permitted, and accompanied by an analysis by independent auditors. Companies must present their financial statements (balance sheet and income statement) certified by an accountant registered with the competent professional entity, if auditing is not required by the laws of their home countries.
- 12.11.1.** These documents must be presented in accordance with accounting principles accepted in Brazil, such as IFRS (International Financial Reporting Standards), in order to allow for comparison of the information presented by all BIDDERS.

TAX AND LABOR GOOD STANDING

- 12.12.** The BIDDER shall present, as proof of its tax and labor good standing, the following documents:
- 12.12.1.** Proof of enrollment in the Corporate Taxpayers of the Ministry of Economy (CNPJ/ME);
 - 12.12.2.** Proof of enrollment in the state or municipal taxpayers' register, if any, associated to the domicile or headquarters of the BIDDER, pertinent to its field of activity and compatible with the contractual purpose;



- 12.12.3.** Certificate of good standing before the Social Security and before the Guarantee Fund for Length of Service (FGTS);
- 12.12.4.** Proof of good tax standing before the Federal Revenue Service, through the presentation of a Clearance Certificate for Debts Related to Federal Taxes and Federal Past-Due Liability Roster;
- 12.12.5.** Proof of good standing before the State Revenue Service from the BIDDER' headquarters, as well as before Rio Grande do Sul State Treasury Office, by means of presentation of a Certificate of Tax Position, regardless of the location of the BIDDER's headquarters of branches;
- 12.12.6.** Proof of good standing before the Municipal Revenue Service from the BIDDER' headquarters;
- 12.12.7.** Labor Debts Clearance Certificate, as provided for by Law No. 12,440, of July 7, 2011.
- 12.13.** All certificated above mentioned must be within their period of validity as stated by the documents themselves.
- 12.14.** In the event that the certificates presented do not state their validity, only those issued up to 90 (ninety) days prior to their presentation, except if another time period is specified by this BID NOTICE.
- 12.15.** If any certificate presented in accordance with item 12.12 of this BID NOTICE show outstanding issues, or the updated status of the debt(s) is not stated, proof of discharge and/or certificates indicating the updated status of the judicial and/or administrative actions listed shall be provided, dated no more than ninety (90) days prior to the designated date in the SCHEDULE for the submission of the bidding documentation.
- 12.16.** Proof of requests for certificates shall not be accepted.
- 12.17.** In the case of a investment fund, the documents required by item 12.12 must be presented on behalf of the administrator.

TECHNICAL QUALIFICATION

- 12.18.** The BIDDER must demonstrate its technical qualification through the presentation of attestation of technical responsibility on behalf of a QUALIFIED PROFESSIONAL or through the presentation of attestation of technical-operational qualification, in accordance with sub-items 12.19 and 12.20, respectively.

12.19. Technical Qualification by Qualified Professional



12.19.1. The BIDDERS must indicate the name(s) of the QUALIFIED PROFESSIONAL(S) and proof of their registration(s) or enrollment(s) with their competent professional entity(ies).

12.19.2. The proof of the technical qualification of the QUALIFIED PERSONAL(S) shall be provided by means of the presentation of an attestation of technical responsibility, issued by public or private entities, duly certified by the council(s) that regulate(s) the exercise of the respective profession(s), having as subject matter the performance of the activities of coordination, supervision, management or execution of the administration and operation of highways, for a minimum period of five (5) years.

12.19.3. The affidavits shall only be accepted if the QUALIFIED PROFESSIONALS(s) has(ve) a link with the BIDDER on the date of submission of the WRITTEN ECONOMIC PROPOSAL.

12.19.3.1. The QUALIFIED PROFESSIONAL(S) may be linked to the BIDDER:

12.19.3.1.1. By employment relationship or as an executive officer;

12.19.3.1.2. By technical assistance contract, directly or through a company of which he is an employee or executive officer; or

12.19.3.1.3. By letter or contract of intent signed between the BIDDER and the QUALIFIED PROFESSIONAL indicating that, if the BIDDER succeeds in the BIDDING PROCESS, the QUALIFIED PROFESSIONAL shall assume the obligation to participate in the CONCESSION in one of the ways indicated in sub-items 12.19.3.1.1 e 12.19.3.1.2 above.

12.19.3.2. If they choose to prove an employment relationship, the BIDDERS must present the Employee Registration Form and the Record of Employment booklet (CTPS), duly updated.

12.19.3.3. To prove investiture in an executive position, the BIDDERS must present proof of election of the officer to the office duly filed in the competent business register or notary office.

12.19.3.4. In order to prove the existence of a technical assistance contract, the BIDDER shall present a technical assistance commitment instrument, whereby the QUALIFIED PROFESSIONAL must undertake to provide the BIDDER the technical assistance necessary for the performance of the CONTRACT.



12.19.4. It is not forbidden for the QUALIFIED PROFESSIONAL to have a link to more than one BIDDER.

12.19.5. The affidavit referred to in item 12.19.2 above may be presented in its original or certified copy, and shall contain the following information:

12.19.5.1. purpose;

12.19.5.2. characteristics of the activities and services performed;

12.19.5.3. total value of the project/development;

12.19.5.4. start and end dates for conducting the activities and services;

12.19.5.5. location where the activities and services were carried out;

12.19.5.6. corporate name of the issuer;

12.19.5.7. name and identification of the signatory; and

12.19.5.8. when the affidavit has been issued in the name of the CONSORTIUM, start and end dates of the participation of the company to which the QUALIFIED PROFESSIONAL in the CONSORTIUM was linked and a description of the activities performed by the company in the CONSORTIUM.

12.19.6. The QUALIFIED PROFESSIONAL(S) linked to the parent company and/or branch of a foreign company, who do not need to have registration or registration(s) in Brazilian professional entity(ies), but rather from the other country, and the affidavits of technical responsibility to be presented may be issued by public or private entities of the other country.

12.20. Qualification through Technical-Operational Attestation

12.20.1. As an alternative to the presentation of attestation of technical responsibility on behalf of QUALIFIED PROFESSIONAL(S), the proof of technical qualification may be fulfilled through the presentation of certificate(s) and/or affidavit(s) of suitability that attest prior experience in the management and operation of highways under a concession agreement for, at least, 12 (twelve) months and with an average annual daily traffic volume (VDMA) minimum of 4,800 (four thousand and eight hundred) vehicles in at least one toll plaza.

12.20.2. The proof of prior experience in the performance of the activities mentioned by item **Erro! Fonte de referência não encontrada.** may be provided through the presentation of certificate(s) and/or affidavit(s) on



behalf of the BIDDER, on behalf of one of the BIDDERS part of a CONSORTIUM or, moreover, on behalf of a RELATED PARTY.

12.20.3. In the case of attestation through a RELATED PARTY as indicated by item 12.20.2, the BIDDER shall supply the corporate documents that prove this condition.

12.20.4. The sum of certificates or affidavits in order to fulfill the requirement related to the average annual daily traffic volume (VDMA) as set forth by sub-item **Erro! Fonte de referência não encontrada.** shall not be accepted.

12.20.5. The certificates or affidavits may refer to contracts in progress, provided that the technical characteristics of the works already performed are compatible to the purpose of this BIDDING PROCESS.

12.20.5.1. In order to be accepted, the certificates referred by item 12.20.5 must be related to contracts in which at least 12 (twelve) months of ongoing operation have gone by, as of the date of submission of the WRITTEN ECONOMIC PROPOSAL.

12.20.6. In the case of corporate changes and of acquisition, merger, incorporation, or company split, the attestations shall only be considered if accompanied by documentary and unequivocal proof of the definitive transfer of the technical collection.

12.20.6.1. Any other attestations that do not derive from the corporate events highlighted above shall not be considered valid.

12.20.7. The certificates or affidavits of suitability shall contain, without prejudice to other relevant data, the following information:

12.20.7.1. purpose;

12.20.7.2. characteristics of the activities and services performed;

12.20.7.3. total value of the project;

12.20.7.4. start and end dates for conducting the activities and services;

12.20.7.5. when the affidavit has been issued on behalf of a consortium, start and end dates of the participation of the company in the consortium;

12.20.7.6. when the affidavit has been issued on behalf of a consortium in which the BIDDER has participated, description of the activities performed by the consortium;

12.20.7.7. location where the activities and services were carried out;



12.20.7.8. corporate name of the issuer; and

12.20.7.9. name and identification of the signatory.

12.20.8. The documents and attestation must be issued by public or private entities, on the declarant's letterhead, with identification of its legal representative and information for any contact by the PERMANENT BIDDING COMMITTEE.

12.20.9. The accuracy of the information enclosed by the attestation may be confirmed by special measures taken for this purpose. In the event that the accuracy of the information concerning the technical capacity of the technical representatives cannot be verified, the BIDDER shall be disqualified and shall be subjected to the penalties set forth by this BID NOTICE.

STATEMENTS

12.21. The following listed documents must be presented by the individual BIDDER or by each consortium member, in letterheaded paper signed by a representative with the power to contract obligations, alongside with the remaining REGISTRATION DOCUMENTS, without prejudice to the other declarations required by the BID NOTICE:

12.21.1. Declaration that it has read and is in agreement with the BID NOTICE, its contents and its exhibits and, also, the clarification manifestations of the PERMANENT BIDDING COMMITTEE attached thereto, as well as that it has full knowledge and is in agreement with all the information and conditions, including physical conditions, necessary for the fulfillment of the obligations, subject matter of this Bidding Process, as per Model No. 01 - Declaration of Confirmation of Knowledge of the BID NOTICE's Provisions found in Exhibit 2 of this BID NOTICE;

12.21.2. Declaration of good standing before the Ministry of Economy, in compliance with article 7, subsection XXXIII, of the Federal Constitution, pursuant to Model No. 02 - Declaration of Good Standing under Article 7, XXXIII, of the Federal Constitution found in Exhibit 2 of this EDITAL.

12.21.3. Declaration that the BIDDER is not in the process of bankruptcy, judicial or extrajudicial liquidation, insolvency, temporary special receivership, or intervention, as per Model No. 03 - Declaration of No Bankruptcy or Insolvency Proceeding found in Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice of this BID NOTICE.



- 12.21.4.** Declaration regarding the lack of impediment to participate in bidding procedures or to contract with the public administration, as per Model No. 04 - Declaration of Absence of Impediment to Participation in the Bidding Process found in Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice of this BID NOTICE.
- 12.21.5.** Declaration that the BIDDER is not registered in the Register for Suppliers Prevented from Contracting with the State Public Administration, created by State Law No. 11,389/1999, as per Model No.13 – Declaration of Absence of Registration at the Register for Suppliers Prevented from Contracting with Rio Grande do Sul State Public Administration found in Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice of the BID NOTICE.
- 12.21.6.** Declaration that the BIDDER is not registered in the CADIN/RS, laid down by State Law No. 10,697/1996, and in the National Register of Unsuitable and Suspended Companies - CEIS as per Model No. 12 – Declaration of Absence of Registration at CADIN/RS or at CEIS found in Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice of this BID NOTICE.
- 12.21.7.** Declaration of Commitment to Contract the CONTRACT PERFORMANCE BOND, as per Model No. 14 – Declaration of Commitment to Contract the Contract Performance Bond found in Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice of this BID NOTICE and in respect to the minimum values presented therein, by means of which the BIDDER, in the eventuality of winning the competition, commits to contract, unconditionally and without clauses that allow the exclusion of responsibilities, the mentioned guarantee as a condition for the execution of the CONCESSION CONTRACT;
- 12.21.8.** Declaration that the BIDDER shall bear the costs and provide the necessary resources to face all the obligations that would be under its responsibility, in case it wins the bidding, as per Model No. 05 - Declaration of Financial Capacity found in Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice. This declaration is mandatory in any model of financial structure proposed by the bidder and will imply the contracting of the necessary financing and/or contribution of own resources required as a condition for the execution of the CONTRACT.
- 12.21.8.1.** In addition to the declaration above, the BIDDER shall provide a Financial Institution Declaration stating its purpose of financing the project, if the financial structure comprises bridge loan from financial institution, as per Model No. 06 - Declaration of Financial Institution



found in Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice. This Financial Institution Declaration is only required if the financial structure model of the bidder's proposal comprises bridge loans.

13. PERMANENT BIDDING COMMITTEE

13.1. The BIDDING PROCESS shall be judged by the PERMANENT BIDDING COMMITTEE, and it shall be responsible for conducting the work necessary for the its accomplishment.

13.1.1. The PERMANENT BIDDING COMMITTEE may request the assistance of legal counseling bodies, of other advisors and of direct and indirect government bodies of the State of Rio Grande do Sul that are not a part of the committee.

13.2. In addition to the prerogatives implicitly derived from its legal function, the PERMANENT BIDDING COMMITTEE may:

13.2.1. ask the BIDDERS, at any time, to clarify the documents presented by them, or conduct special measures in the event of doubts or founded objections;

13.2.2. adopt criteria for remedying formal errors and supplementing shortcomings in the course of the BIDDING PROCESS;

13.2.3. undertake steps to clarify or supplement the BIDDING PROCESS, including before the financial and audit institutions that have assisted the BIDDER in the preparation of its proposal, the further inclusion of documents or information that should have originally been included in the documents submitted by the BIDDER being, however, prohibited ;

13.2.4. extend the deadlines set forth by the BID NOTICE, if in the public interest or in cases of fortuitous event or force majeure; and

13.2.5. in the event of amendment unequivocally affecting the preparation of the WRITTEN ECONOMIC PROPOSALS, change the SCHEDULE of the BID NOTICE, extending or reopening the deadline initially established.

13.3. The unjustified refusal to provide clarifications and documents or to comply with the requests made by the PERMANENT BIDDING COMMITTEE, within the deadlines determined by it and in accordance with the terms of this BID NOTICE, may result in the disqualification of the BIDDER, without prejudice to the forfeiture of the PROPOSAL GUARANTEE.



14. BIDDING PROCESS PROCEDURE

14.1. The submission of the bidding documentation and the PUBLIC AUCTION SESSION shall follow the order of events established in this item and in the SCHEDULE of the BID NOTICE.

14.2. The BIDDING PROCESS begins on the designated date in the SCHEDULE for the receipt of the bidding documentation.

14.3. Once the period designated in the SCHEDULE for the receipt of the bidding documentation has ended, the PERMANENT BIDDING COMMISSION, with the support of the B3, shall analyze the binders corresponding to Volume No. 1 - Proposal Guarantee, disclosing, in accordance with the SCHEDULE, the result of the analysis.

14.3.1. If it is found that the PROPOSAL GUARANTEE does not meet the minimum amounts required or the totality of the requirements established by the BID NOTICE and by the applicable laws and regulations, the BIDDER shall be disqualified and its WRITTEN ECONOMIC PROPOSAL shall be discarded by the PERMANENT BIDDING COMMITTEE.

14.4. After the announcement of the results of the analysis of Volumes No. 1 - Proposal Guarantee, the PUBLIC AUCTION SESSION shall be held, in accordance with the SCHEDULE, at which time the CHAIRMEN OF THE SESSION shall promote, on behalf of the PERMANENT BIDDING COMMITTEE, the opening of Volumes No. 2 - WRITTEN ECONOMIC PROPOSAL of the BIDDERS, announcing, subsequently, the DISCOUNT VALUE offered by each BIDDER individually.

14.4.1. The DISCOUNT VALUE offered by the BIDDERS shall apply, linearly, to the FIXED TRANCHE OF THE TOLL, to the SINGLE LANE BASIC TOLL FARE and to the DOUBLE LANE BASIC TOLL FARE.

14.5. The WRITTEN ECONOMIC PROPOSALS shall be classified in order of decreasing value, in accordance with the DISCOUNT VALUE offered.

14.5.1. The PERMANENT BIDDING COMMITTEE shall disqualify the BIDDER that presents a WRITTEN ECONOMIC PROPOSAL in disagreement with what is established by the BID NOTICE and by the applicable laws and regulations, as well as the BIDDER that implies offer subject to a condition or term not provided for in this bid notice.



14.6. The BIDDERS whose DISCOUNT VALUE offered is up to ten percentage points lower than that offered by the first-ranked BIDDER, according to the ranking resulting from the procedure described by subitem 14.5 shall be called to participate in the BIDDING STAGE.

14.6.1. If no BIDDER meets the classification criterion provided for by the previous subitem, the first place ranked BIDDER, in accordance with the procedure established by item 14.5, shall be considered the winner of the BIDDING STAGE and the PERMANENT BIDDING COMMITTEE shall promote the opening of its REGISTRATION DOCUMENTS.

14.7. Following the ranking of the BIDDERS, the BIDDING STAGE shall start with the offering of a BID by the BIDDER with the lowest DISCOUNT VALUE, in accordance with the following regulation:

14.7.1. After each new bid offered, the ranking of the participating BIDDERS shall be updated in accordance with the criteria established by item 15.5;

14.7.2. The CHAIRMAN OF THE SESSION may set a maximum time between BIDS;

14.7.3. The BID submitted after the elapse of the maximum time will be considered as not submitted or invalid, prevailing the initial value of the WRITTEN ECONOMIC PROPOSAL of the BIDDER or its last valid BID, as the case may be;

14.7.4. Each BIDDER can only offer bids with a higher DISCOUNT VALUE compared to its previous offer, being forbidden bids of identical value to another already offered by another BIDDER but admitted intermediate bids (higher than the offer of the last placed BIDDER and lower than the offer of the first placed BIDDER), provided that they change its ranking in the competition

14.7.5. The CHAIRMEN OF THE SESSION shall declare the BIDDING STAGE closed when, upon the expiration of the deadline for new BIDS, no BIDDER submits a new offer.

14.8. Once the BIDDING STAGE ends, the final classification, in descending order, of the BIDDERS shall be disclosed, in accordance with the DISCOUNT VALUES offered.



14.9. Once the BIDDING STAGE ends, the BIDDERS shall, through their ACCREDITED REPRESENTATIVES, ratify the final value of the BIDS offered, according to the model in EXHIBIT 15 of this BID NOTICE.

14.10. After the ratification of the final BIDS, the PERMANENT BIDDING COMMITTEE shall promote the opening of the Volume No. 3 - REGISTRATION DOCUMENTS of the first ranked BIDDER.

14.10.1. If the first ranked BIDDER complies with the qualification requirements, it shall be declared the winner of the BIDDING PROCESS, having the CONCESSION adjudicated on its behalf.

14.10.2. In the event of non-compliance with the qualification requirements by the first ranked BIDDER, the REGISTRATION DOCUMENTS of the other BIDDERS shall be opened and analyzed, following the ranking order.

14.10.3. In the event of sub-item 14.10.2, the first BIDDER that meets the qualification requirements shall be considered the winner.

14.10.4. The qualified BIDDER shall be declared the winner in the terms of its own WRITTEN ECONOMIC PROPOSAL or its final BID, offered during the BIDDING STAGE, as the case may be.

14.11. In the event of a tie between BIDDERS, the following tie-breaking criteria shall be observed:

14.11.1. If the tie occurs between Brazilian and foreign BIDDERS, the Brazilian shall have preference;

14.11.2. If the tie occurs between Brazilian BIDDERS or between foreign BIDDERS, the classification shall be made by drawing lots.

14.12. In case of disqualification of all BIDDERS, under the terms of article 48, paragraph 3, of Federal Law No. 8,666/93, the PERMANENT BIDDING COMMITTEE may establish a period of eight business days for the presentation of new documentation or new proposals free from the causes of disqualification of each BIDDER.

15. REMEDYING OF FORMAL ERRORS

15.1. Eventual faults, omissions or formal defects in any document submitted by the BIDDER in this BIDDING PROCESS, may be overlooked or remedied by the PERMANENT BIDDING COMMITTEE, even if a special measure must be taken for this purpose, in which case it will be carried out only to clarify the factual or legal situation already existing on the date of submission of the documentation.



15.1.1.As provided for in item 13.2.2, the PERMANENT BIDDING PROCEDURE may formulate parameters for the remedying of formal defects.

16. ADMINISTRATIVE APPEALS

16.1. The BIDDERS may appeal the decision concerning the analysis and judgement of the PROPOSAL GUARANTEE, the final classification of the PUBLIC AUCTION SESSION and the analysis and judgement of the REGISTRATION DOCUMENTS.

16.2. The appeal must be filed in a single appeal stage, within 5 (five) business days from the publication of the judgement record of the COMPETITION, to be released pursuant to the SCHEDULE.

16.2.1. In the timeframe indicated by item 16.2, the BIDDERS may file administrative appeals against any decision made so far by the PERMANENT BIDDING COMMITTEE.

16.2.1.1. Administrative appeals submitted by the BIDDERS before the opening of the timeframe indicated in item 16.2 will not be admitted.

16.2.1.2. At the time of the publication referred to in item 16.2, access will be given to the interested BIDDERS.

16.3. The appeal shall be reported to the other BIDDERS, who may challenge it within 05 (five) business days.

16.3.1. The communication of the filing of an appeal to the other BIDDERS will be carried out by the PERMANENT BIDDING COMMITTEE by publishing a notice and the full appeal on the CELIC/RS website and in the DOE.

16.4. Appeals and challenges to appeals shall be addressed to the superior authority, through the chairman of the PERMANENT BIDDING COMMITTEE, which may reconsider its decision within five (5) business days or forward them to the appropriate authority.

16.4.1. The appeals and challenges to appeals must be sent to the e-mail: concessão-celic@planejamento.rs.gov.br.

16.5. Appeals shall only be admitted when signed by (a) legal representative(s), by accredited representatives, by attorneys-in-fact with specific powers, or by any person substituted in such specific powers, provided that they are supported by proof of their powers, as set forth by this BID NOTICE.



16.6. The acceptance of the interposed appeal may only entail the invalidation of the acts incapable of being remedied.

16.7. Once concluded the judgment of appeals, the result shall be published on CELIC's website and published in the DOE.

17. RATIFICATION, ADJUDICATION AND EXECUTION OF THE CONTRACT

17.1. Once the result of the competition is published and the period for appeals has elapsed, the result of the BIDDING PROCESS shall be submitted by the PERMANENT BIDDING COMMITTEE to the appropriate superior authority for ratification and adjudication, the latter being responsible for notifying the Secretary of Logistics and Transportation of the result of the bidding process.

17.2. The announcement of the winning BIDDER shall be made by means of a notice to be published in the DOE and on the websites of the Secretary of Logistics and Transportation and of the CELIC/RS.

17.3. Within 120 (one hundred and twenty) business days after the publication of the act of ratification of the BIDDING PROCESS, as a condition for the execution of the CONTRACT, the CONTRACTOR shall present to the GRANTING AUTHORITY:

17.3.1. Proof of payment of the due remuneration to B3, which must be made within 15 (fifteen) calendar days from the issuance of the bill, to be issued by B3 in the name of the BIDDER's ACCREDITED PARTICIPANT after the ratification of the BIDDING PROCESS, in the amount of R\$ [●], subject to annual adjustment based on the IPCA/IBGE variation, with a reference date of [●]/20[●], in accordance with EXHIBIT 14 - B3'S PROCEDURES MANUAL.

17.3.2. Proof of payment by the CONTRACTOR, upon payment of a bill issued by BNDES, of the amount due to BNDES, in accordance with article 21 of Law No. 8.987/95 and with Project Structuring Contract No. 19.2.0597.1 / FPE No. 2019/001192 entered into by BNDES and by the State of Rio Grande do Sul, as:

17.3.2.1. Reimbursement of expenses with third parties, regarding the payment of all the expenses incurred by BNDES in the total amount of up to R\$ 4.149.134,87 (four million, hundred and forty-nine thousand, one hundred and thirty-four reais and eighty-seven cents) adjusted, pro rata die, per the IPCA, as of 01/10/2021.



17.3.2.1.1. If the IPCA is not available, another official inflation index shall be used to replace it, or, in the absence of a substitute, the simple average of the main economic indexes that measure inflation.

17.3.2.2. BNDES's remuneration for the studies related to the CONCESSION, composed of the fixed compensation of up to R\$ 2,500.000.00 (two million, five hundred thousand reais), which shall be updated each one-year period per the IPCA, published by the IBGE, or, if the IPCA is not available, by another official inflation index that replaces it, or, in the absence of a substitute, the simple average of the main economic indexes that measure inflation, as of the base date of 23/01/2020, , plus a variable compensation up to R\$11.028,617.19 (eleven million, twenty-eight thousand, six hundred seventeen reais and nineteen cents).

17.3.3. If the amounts to be actually paid to BNDES as a result of items 17.3.2.1 and 17.3.2.2 are lower than the cap described therein, the difference shall be deposited into the CONTRIBUTION ACCOUNT by the CONTRACTOR.

17.3.4. Presentation of the CONTRACT PERFORMANCE BOND, pursuant to Clause 10 of the DRAFT CONTRACT.

17.3.5. Proof of incorporation of the SPE, with the corresponding certificate by the competent business register, as well as the respective proof of enrollment in the National Register of Corporate Taxpayers, or, in the case of an individual BIDDER, proof of incorporation of a wholly-owned subsidiary.

17.3.5.1. The SPE must be established according to the composition and respective participations indicated in the REGISTRATION DOCUMENTS.

17.3.6. the mandatory subscription and payment of the SPE's capital stock in the following amounts:

17.3.6.1. R\$ 227.695.087,34 (two hundred and twenty-seven million, six hundred and ninety-five thousand and eighty-seven reais and thirty-four cents), as mandatory capital stock;

17.3.6.2. the totality of the tied funds to be transferred to the CONTRIBUTION ACCOUNT, calculated according to the sub-item 11.1 of this BID NOTICE;

17.3.7. Proof of deposit of the tied funds required as per item 12 in the CONTRIBUTION ACCOUNT;



- 17.3.8.** Operational Transition Plan, as provided for in Exhibit 17;
- 17.3.9.** Insurance policies, per the terms of Clause 42 of the DRAFT CONTRACT.
- 17.3.10.** Description of the shareholding and management structure considered for the SPE, containing:
- 17.3.10.1.** description of the types of shares;
 - 17.3.10.2.** identification of shareholders and their respective interests by type of share;
 - 17.3.10.3.** indication of the corporate composition of the CONCESSIONAIRE, as applicable, and of its RELATED PARTIES, as defined in the DRAFT CONTRACT, up to the level of individuals.. If the CONCESSIONAIRE is constituted by investment funds, only the majority shareholders or the organs and respective members with the power to alter the fund's bylaws, holding powers analogous to those referred to in Federal Law No. 6,404/76, must be identified.
 - 17.3.10.4.** copy of the SPE shareholders' agreements, when applicable;
 - 17.3.10.5.** identification of key officers and directors, including their respective resumes;
 - 17.3.10.6.** commitment to corporate governance principles in the SPE's management,;
- 17.3.11.** Letter from a financial institution or entity that advised the BIDDER in the financial assembly of the enterprise, stating that it has analyzed, the BIDDER's business plan and attests to its financial feasibility and viability, as per Exhibit 10 - Declaration Letter of Analysis of the Business Plan Viability by the Financial Institution of the BID NOTICE, and the presentation of a Confidentiality Agreement signed between the BIDDER and the financial institution or entity, with the minimum content found in Exhibit 12 - Confidentiality Agreement between the BIDDER and the Financial Institution or Independent Auditor (minimum content) of this BID NOTICE; and
- 17.3.12.** Letter from a independent audit company, registered with Brazilian Securities and Exchange Commission - CVM, stating that it has analyzed, the BIDDER's business plan and attests to its suitability, as per Exhibit 11- Declaration Letter of Business Plan Analysis and Suitability by Independent Auditor of the BID NOTICE, and the presentation of a Confidentiality Agreement signed between the BIDDER and the independent audit, with the minimum content found in Exhibit 12 - Confidentiality Agreement between



the BIDDER and the Financial Institution or Independent Auditor (minimum content) of this BID NOTICE;

- 17.3.13.** Integrity Statement signed, in accordance with Exhibit 8 of this BID NOTICE;
- 17.4.** The CONTRACTOR may establish a company with an intermediary holding nature, so that it establishes itself as the sole controller of the SPE that shall act as the CONCESSIONAIRE, provided that the control relationship of this company with the CONTRACTOR is maintained, any changes of control in these relationships being subject to the consent of the AGERGS and the GRANTING AUTHORITY.
- 17.5.** The financial institution or entity referred to in item 17.3.11, may be Brazilian or foreign, provided it is authorized to operate by the Central Bank of Brazil or analogous foreign body, and must have a net worth of at least R\$ 540,000,000.00 (five hundred and forty million reais), as attested by the presentation of the latest available financial statements duly published.
- 17.6.** The independent audit company, referred to in item 17.3.12, may be Brazilian or foreign, provided it is authorized to operate in Brazil and has been established for at least five (5) years.
- 17.7.** For the purpose of reaching the amount referred to in item 17.5, the net equity of the financial institution or entity both in Brazil and abroad shall be considered.
- 17.7.1.** When the net equity is expressed in foreign currency, it shall be converted into R\$ (Brazilian Reais) by the current exchange rate, as published by the Central Bank of Brazil (PTAX of the American Dollar), on the date of the statement issued by the financial institution.
- 17.8.** The financial institution cannot be a BIDDER, nor can it be a BIDDER's RELATED PARTY, nor can it be currently submitted to liquidation, to intervention, or to the Regime of Special Temporary Administration - RAET or equivalent regime.
- 17.9.** Within five (5) business days after the publication of the act of ratification, the CONTRACTOR must notify the Secretary of Logistics and Transportation in order that the negotiation regarding the PROPERTY LISTING AND TRANSFER INSTRUMENT starts, in accordance with Exhibit 1 of the DRAFT CONTRACT.
- 17.10.** Once the requirements set forth by subitem 17.3 have been fulfilled, the SPE shall be invited to execute the CONTRACT.



- 17.10.1.** At the CONTRACTOR's own risk, even before the CONTRACT is signed, the Secretary of Logistics and Transportation may authorize access to the HIGHWAY SYSTEM, as well as to information from the HIGHWAY SYSTEM for the benefit of its planning.
- 17.11.** The period provided for in sub-item 17.3 and the deadline for execution of the CONTRACT may be extended, for an equal period, if requested during its course by the CONTRACTOR and provided that it results from valid reason accepted by the Secretary of Logistics and Transportation.
- 17.12.** If the SPE, or any of its shareholders, properly invited to execute the CONTRACT, within the term of validity of its WRITTEN ECONOMIC PROPOSAL, refuses to do so, the GRANTING AUTHORITY, shall impose a fine corresponding to the full amount of the PROPOSAL GUARANTEE, as compensation for the damage caused, and shall immediately execute the total PROPOSAL GUARANTEE presented by the CONTRACTOR; nonetheless, the SPE or any of its shareholders will not be exempt from the obligation to pay:
- 17.12.1.** other fines;
- 17.12.2.** compensation for losses and damages to the Public Administration, if the amount of the PROPOSAL GUARANTEE is not sufficient to fulfill such payments.
- 17.13.** The fine referred to in item 17.12 shall also apply if the requirements prior to the execution of the CONTRACT set forth in item 17.3 are not fulfilled.
- 17.14.** In addition to the provisions of the previous sub-item, the refusal to sign the CONTRACT, without justification accepted by GRANTING AUTHORITY, within the period of validity of the WRITTEN ECONOMIC PROPOSAL, shall result in the individual CONTRACTOR's, or, in the case of a CONSORTIUM, all consortium members' temporary suspension from participating in public bidding, impediment on contracting with the Public Administration for a period of twenty-four (24) months and the declaration of ineligibility to participate in bidding procedures or to contract with the Public Administration, as provided for by Law.
- 17.15.** In the event of refusal to sign the CONTRACT within the term and under the conditions established, of refusal to implement the CONTRACT PERFORMANCE BOND, or in the event of non-compliance with any of the preliminary requirements for its signature, the PERMANENT BIDDING COMMITTEE may invite the remaining BIDDERS, in the order of ranking, to do so under the conditions that were presented by the winning BIDDER or revoke the COMPETITION in whole or in part, subject to the appropriate administrative and civil penalties.



- 17.16.** Without prejudice to the provisions of item 17.15, the BIDDING PROCESS may only be revoked by the GRANTING AUTHORITY upon proposal of the PERMANENT BIDDING COMMITTEE, for reasons of public interest arising from a duly attested supervening fact, relevant and sufficient to justify such revocation.
- 17.17.** The GRANTING AUTHORITY *sua sponte* or upon prompting by a third party, shall cancel the BIDDING PROCESS if any unlawfulness that cannot be remedied is found.
- 17.18.** The nullity of the BIDDING PROCESS entails the nullity of the CONTRACT, pursuant to article 24, of Decree-Law No. 4,657/1942 and the provisions of the CONTRACT regarding the annulment procedure.
- 17.19.** The GRANTING AUTHORITY may, at any time, postpone the stages of the BIDDING PROCESS, in accordance with the terms of the applicable laws and regulations, without the BIDDERS being entitled to compensation or reimbursement of costs and expenses on any account.
- 17.20.** If the GRANTING AUTHORITY becomes aware, after the Registration phase, that any REGISTRATION DOCUMENT submitted by a BIDDER was false or invalid at the time of submission of the REGISTRATION DOCUMENTS, it may disqualify it, without it having any right to compensation or reimbursement of expenses on any account, without prejudice to compensation to the GRANTING AUTHORITY and the application of the appropriate penalties.
- 17.21.** The BIDDER undertakes to report to the GRANTING AUTHORITY, at any time, any supervening fact or circumstance that impedes its qualification conditions immediately after its occurrence.
- 17.22.** Without further notice, all binders of the PROPOSAL GUARANTEE and of the REGISTRATION DOCUMENTS that are not withdrawn by the non-winning BIDDERS within thirty (30) days as of the date of execution of the CONTRACT shall be rendered unusable.
- 17.23.** The CONCESSIONAIRE shall always be bound by the provisions of the CONTRACT, the BID NOTICE, the documentation presented by it, and the respective contractual documents, as well as Brazilian laws and regulations, in all that is related to the CONCESSION.

18. PENALTIES

- 18.1.** The BIDDER that does not comply with this BID NOTICE in such a way as to jeopardize the competition, as well as the BIDDER that practices any illegal act



among which those referred by Chapter II-B of Title XI, included in the Special Part of Decree-Law No. 2.848/1940, of December 7, 1940, is subject to the sanctions provided for in this BID NOTICE.

18.2. The BIDDER that fails to perform totally or partially any of the obligations assumed as a result of the BIDDING PROCESS; causes the delay in the execution of the competition; defrauds the bidding process in any way; behaves dishonestly; commits tax fraud; or fails to sustain the proposal, incurs in an administrative offense.

18.3. Guaranteed the right to an adversarial proceeding and to preliminary and full defense, according to the procedure established in Law No. 8,666/1993, and in State Law No. 15,612, of May 6, 2021, the administrative penalties to which the BIDDERS are subject are the following:

18.3.1.a written warning, due to light faults, understood as those that do not cause significant damage to the GRANTING AUTHORITY.

18.3.2. fines, proportional to the severity of the fault, limited to the PROPOSAL GUARANTEE's amount

18.3.3. temporary suspension from participating in public bidding and impediment to contract with the public administration, in case of violation of the rules of this bidding process, provided that the justification presented by the bidder is not considered satisfactory in the situations and within the deadlines indicated in Decree No. 42,250/2003 and subsequent amendments;

18.3.4. declaration of ineligibility to participate in bidding procedures or to contract with the public administration, in the cases established by Decree No. 42,250/2003 and subsequent amendments, while the reasons for this punishment persist or until its rehabilitation is promoted before the authority which has applied the penalty, which shall be granted whenever there is reimbursement for the damages caused and after the expiration of the suspension penalty provided for in the previous sub-item.

18.4. The sanctions herein described are independent of each other, and can be applied separately or, in the case of fines, cumulatively, without prejudice to other applicable measures.

18.5. Unjustified refusal of the CONTRACTOR to execute the contract, after being duly invited for such purpose, within the period established by the Administration, is equivalent to the total non-performance of the contract,



subjecting it to the execution of the PROPOSAL GUARANTEE, in accordance with item 10.10.4 of this BID NOTICE.

18.6. The sanctions of suspension and declaration of ineligibility may also be applied to companies or professionals who :

18.6.1. have been convicted by a final judgment for committing, intentionally, tax fraud in the collection of any taxes;

18.6.2. have committed illicit acts aiming at frustrating the bidding objectives;

18.6.3. have proven to be unfit to contract with the public administration due to illicit acts committed.

18.7. The competent authority, in applying the sanctions, shall take into consideration the severity of the violator's conduct, the educational character of the penalty, as well as the damage caused to the public administration, respected the proportionality principle.

18.8. The sanctions of suspension and declaration of ineligibility lead to the inclusion of the bidder in the CFIL/RS.

18.9. The application of sanctions does not exempt the BIDDER from the obligation to repair the damages, losses or prejudices it may cause to the public entity.

18.9.1. The execution of the PROPOSAL GUARANTEE does not eliminate eventual charge of losses and damages, whose foreseen value as a fine shall be considered as minimum of the indemnity, being the GRANTING AUTHORITY responsible to demonstrate any exceeding damage, pursuant to article 416 of the Civil Code - Law No. 10,406/2002.

18.10. The sanctions provided for in this item do not preclude the application of the penalties established in Federal Law No. 12,846, of August 1, 2013, according to the provisions set forth by its article 30 and by State Law No. 15,228/2018 and by State Decree No. 55,631/2020.

19. FINAL PROVISIONS

19.1. The penalties for cases of default, as well as the CONCESSION's payment conditions and its criteria for readjusting remuneration, shall be regulated by the CONTRACT and its EXHIBITS.



19.2. The deadlines established in days, in the BIDDING PROCESS and in the CONTRACT shall be counted in calendar days, except if reference is expressly made to business days.

19.3. The cases not dealt with by this Bid Notice shall be settled by the PERMANENT BIDDING COMMITTEE, according to the applicable legislation.

20. JURISDICTION

20.1. The District Court of Porto Alegre Section is hereby elected to settle any disputes arising from this Bid Notice.

Porto Alegre, ● de ● de 202[●]

Central Administration for Bidding Processes Subsecretariat – CELIC/RS



Part V - Exhibits

The following are exhibits of this BID NOTICE:

- Exhibit 1: Model Request for Clarifications
- Exhibit 2: Models of Declarations and Commitments requested by the Bid Notice

Model No. 01 - Declaration of Confirmation of Knowledge of the BID NOTICE's Provisions

Model nº 02 - Declaration of Good Standing under Article 7, XXXIII, of the Federal Constitution

Model nº 03 - Declaration of No Bankruptcy or Insolvency Proceeding

Model nº 04 - Declaration of Absence of Impediment to Participation in the Bidding Process

Model nº 05 - Declaration of Financial Capacity

Model nº 06 - Declaration of Financial Institution

Model nº 07 - Declaration of Express Submission to Brazilian Laws and Regulations and Waiver of Claim by Diplomatic Means

Model nº 08 - Power-of-Attorney

Model nº 09 - Power-of-Attorney (Foreign Bidder)

Model nº 10 - Declaration of Foreign Bidder

Model No. 11 - Declaration of Absence of Equivalent Document

Model No. 12 – Declaration of Absence of Registration at CADIN/RS or at CEIS

Model No. 13 – Declaration of Absence of Registration at the Register for Suppliers Prevented from Contracting with Rio Grande do Sul State Public Administration

Model No. 14 – Declaration of Commitment to Contract the Contract Performance Bond

- Exhibit 3: Minimum Terms and Conditions for the Performance Bond
- Exhibit 4: Model Bank Letter of Guarantee



- Exhibit 5: Submission of the Economic Proposal
- Exhibit 6: Submission of the Proposal Guarantee
- Exhibit 7: Submission of the Registration Documents
- Exhibit 8: Integrity Instrument
- Exhibit 9: Draft Contract
- Exhibit 10: Declaration Letter of Analysis of the Business Plan Viability by the Financial Institution
- Exhibit 11: Declaration Letter of Business Plan Analysis and Suitability by Independent Auditor
- Exhibit 12: Confidentiality Agreement between the BIDDER and the Financial Institution or Independent Auditor (minimum content)
- Exhibit 13: Schedule and Order of Events
- Exhibit 14: B3's Procedures Manual
- Exhibit 15: Model Ratification of the Final Economic Proposal
- Exhibit 16: Highway Operation Program (PER)
- Exhibit 17: Operational Transition Plan



EXHIBIT 1: MODEL REQUEST FOR CLARIFICATIONS

[place], [●] [●], [●]

TO THE PERMANENT BIDDING COMMITTEE

Re: Concession Bid Notice No. [●]/[●] – Request for Clarifications

Dear Sirs,

[Bidder], by its undersigned legal representative(s), makes the following request for clarifications regarding the **Bid Notice**.

Number of the question submitted	Item of the Bid Notice	Clarification Requested	Number of the question assigned by the PERMANENT BIDDING COMMITTEE and that shall appear in the clarification minutes
1	Insert item from the Bid Notice to which the clarification requested refers	Clearly write the request for the clarification desired in the form of a question	leave blank

Sincerely,

[BIDDER]

representative(s)

Contact person: [●]

Telephone: [●]

Electronic address: [●]



EXHIBIT 2: MODELS OF DECLARATIONS AND COMMITMENTS REQUESTED BY THE BID NOTICE

MODEL NO. 01 - DECLARATION OF CONFIRMATION OF KNOWLEDGE OF THE BID NOTICE'S PROVISIONS

[place], [●] [●], 202[●]

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Knowledge of the Bid Notice's Provisions

Dear Sirs,

The (BIDDER), (qualification), through its legal representative, declares that it has read and is in agreement with the BID NOTICE, its contents and its exhibits and, also, the clarification manifestations of the PERMANENT BIDDING COMMITTEE attached thereto, as well as that it has full knowledge and is in agreement with all the information and conditions of the BIDDING PROCESS and of the HIGHWAY SYSTEM, including physical conditions, necessary for the fulfillment of the obligations, subject matter of this Bidding Process.

Sincerely,

[Legal Representative]

RG:

CPF:[●]



MODEL Nº 02 - DECLARATION OF GOOD STANDING UNDER ARTICLE 7, XXXIII, OF THE FEDERAL CONSTITUTION

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/[●] – Declaration of Good Standing under Article 7, XXXIII, of the Federal Constitution

Dear Sirs,

The [BIDDER], [QUALIFICATION], through its legal representative, declares, under penalty of the applicable laws and regulations, for itself, by its successors and assignees, that it is in good standing with the Ministry of Economy, as regards to compliance with the provisions of subsection XXXIII, article 7, of the Federal Constitution.

Sincerely,

[Legal Representative]

RG:

CPF:[●]



MODEL Nº 03 - DECLARATION OF NO BANKRUPTCY PROCEEDING

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/[●] – Declaration of No Bankruptcy or Insolvency Proceeding

Dear Sirs,

Pursuant to item 12.21.3 of the BID NOTICE in question, the [BIDDER], by its undersigned legal representative(s), declares, under penalty of the applicable laws and regulations, for itself, by its successors and assignees, that it is not in bankruptcy, self-bankruptcy, judicial or extrajudicial reorganization, temporary special receivership, or under intervention of the competent supervisory body.

[BIDDER]

[Legal Representative]



MODEL Nº 04 - DECLARATION OF ABSENCE OF IMPEDIMENT TO PARTICIPATION IN THE BIDDING PROCESS

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/[●] – Declaration of Absence of Impediment to Participation in the Auction

Dear Sirs,

Pursuant to item 12.21.4 of the BID NOTICE in question, the [BIDDER], by its undersigned legal representative(s), declares, under penalty of the applicable laws and regulations, that it is not prevented from taking part in public biddings and that it meets all conditions for participation set forth by this BID NOTICE.

Sincerely,

[BIDDER]

[Legal Representative]



MODEL Nº 05 - DECLARATION OF FINANCIAL CAPACITY

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re: Bid Notice No. [●]/[●] – Declaration of Financial Capacity

Dear Sirs,

Pursuant to item 12.21.8 of the BID NOTICE in question, the [BIDDER], by its undersigned legal representative(s), declares, under penalty of the applicable laws and regulations, that it has or is able to obtain sufficient financial resources to fulfill the obligations to contribute its own and third party resources necessary to achieve the purpose of the CONCESSION.

It declares, furthermore, that (i) it is able to purchase all the insurance necessary to achieve the purpose of the concession and (ii) it has the capacity to obtain resources for the payment in Brazilian currency of the mandatory minimum capital stock, in the amount of R\$ [●] until to the date of execution of the CONTRACT and the additional capital stock, ascertained in the form of item 11.5.1010.11.10BID NOTICE in question.

Sincerely,

[BIDDER]

[Legal Representative]



MODEL Nº 06 - DECLARATION OF FINANCIAL INSTITUTION

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Letter from Financial Institution stating its Purpose of Financing the Project

We hereby express our purpose to structure financing of up to [●] or an amount corresponding to approximately [●]% percent of the amount required for the investment and operating commitments of the ● initial months, should the [BIDDER] be declared the winner of the BIDDING PROCESS, as required by item 13.21.8.1.

The declaration is subject to:

- Awarding of the object of the contract to the above named BIDDER;;
- The approval of financed operations by the competent authorities, when required by the legislation in force;
- The fulfillment, by the BIDDER (or CONSORTIUM), of the capital contributions and guarantees necessary for the participation in the Bidding Process No. [●]/[●].

(Place and date)

(Signature of the financial institution's legal representatives)



MODEL Nº 07 - DECLARATION OF EXPRESS SUBMISSION TO BRAZILIAN LAWS AND REGULATIONS AND WAIVER OF CLAIM BY DIPLOMATIC MEANS

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Declaration of Express Submission to Brazilian Laws and Regulations and Waiver of Claim by Diplomatic Means

Dear Sirs,

Pursuant to item 12.8.2 of the BID NOTICE in question, the [BIDDER], by its undersigned legal representative(s), declares, for due purposes, its formal and express submission to Brazilian laws and regulations and full waiver of its ability to make claims, for any reason of fact or law, through diplomatic means.

[BIDDER]

[accredited representative(s)]



MODEL Nº 08 - POWER-OF-ATTORNEY

By the present instrument of power of attorney, [BIDDER], [information], hereinafter referred to as the "**Grantor**", appoints and constitutes its attorneys-in-fact, Mr. [●], [name and information], to, jointly or separately, regardless of the order of appointment, perform the following acts in the Federative Republic of Brazil, in and out of Court::

(a) represent the **Grantor** before any government entities, bodies or departments, public or private companies, and any government agencies, including the Secretary of Logistics and Transportation of the State of Rio Grande do Sul - **SELT** and the PERMANENT BIDDING COMMITTEE to establish and hold negotiations with such public entities, agencies, bureaus, or departments to receive service of process and notices of any kind, to request and/or procure consultations, to apply for certificates and other documents, and to perform the acts necessary for the completion of the bidding process described in **Bid Notice** No. [●]/[●], including to file appeals and waive the right to file appeals;

(b) assume commitments and/or obligations on behalf of the **Grantor** and in any way contract, enter into agreements, and give and receive discharge on behalf of the **Grantor**;

(c) represent the **Grantor** in the defense of its interests in court, at any level of appeal and before any Court or Tribunal, including through the hiring of attorneys, with special powers to confess, compromise, waive, enter into settlements, give and receive discharge; and

(d) at its discretion, to sub-delegate, in whole or in part, with reservation of powers, any of the powers granted herein, under such conditions as he deems or as they deem appropriate.

This power of attorney has a minimum term of validity of one (1) year from the **date of the OPENING OF VOLUME 1 SESSION**, and must be extended for the same period, thirty (30) days prior to the expiration date.

[place], [●] [●], [●]

[BIDDER]

[legal representative(s)]



MODEL Nº 09 - POWER-OF-ATTORNEY (FOREIGN BIDDER)

By the present instrument of power of attorney, [BIDDER], [information], hereinafter referred to as the "**Grantor**", appoints and constitutes its attorneys-in-fact, Mr. [●], [name and information], to, jointly or separately, regardless of the order of appointment, perform the following acts in the Federative Republic of Brazil, in and out of Court::

(a) represent the **Grantor** before any government entities, bodies or departments, public or private companies, and any government agencies, including the Secretary of Logistics and Transportation of the State of Rio Grande do Sul - **SELT** and the PERMANENT BIDDING COMMITTEE to establish and hold negotiations with such public entities, agencies, bureaus, or departments to receive service of process and notices of any kind, to request and/or procure consultations, to apply for certificates and other documents, and to perform the acts necessary for the completion of the bidding process described in Bid Notice No. [●]/[●], including to file appeals and waive the right to file appeals;

(b) assume commitments and/or obligations on behalf of the **Grantor** and in any way contract, enter into agreements, and give and receive discharge on behalf of the **Grantor**;

(c) represent the **Grantor** in the defense of its interests in Court, at any level of appeal and before any Court or Tribunal, including through the hiring of attorneys, with special powers to confess, compromise, waive, enter into settlements, give and receive discharge;

(d) receive service of process for lawsuits and subpoenas or notices in administrative and judicial proceedings; and

(e) at its discretion, to sub-delegate, in whole or in part, with reservation of powers, any of the powers granted herein, under such conditions as he deems or as they deem appropriate.

This power of attorney has a minimum term of validity of one (1) year from the **Date of Receipt of the Bidding Documentation**, and must be extended for the same period, thirty (30) days prior to the expiration date.

[place], [●] [●], [●]

[BIDDER]

[legal representative(s)]



MODEL Nº 10 - DECLARATION OF FOREIGN BIDDER

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Declaration of Foreign Bidder

Dear Sirs,

Pursuant to item 8.4.2 of the BID NOTICE, the [BIDDER], characterized as a **Foreign Bidder**, by its undersigned legal representative(s), declares, under the penalties of the applicable laws and regulations, that, for its successors and assigns, that it does not operate in Brazil, per the terms of article 32, paragraph 4, of Law No. 8,666/1993, and that the documents listed below from the company's country of origin (NAME AND QUALIFICATION) are equivalent to the documents required in Bid Notice No. [●].

<i>Description of the document from the country of origin</i>	<i>Document required by the Bid Notice</i>	<i>Item of the Bid Notice in which the document is required</i>

[BIDDER]

[accredited representative(s)]



MODEL NO. 11 - DECLARATION OF ABSENCE OF EQUIVALENT DOCUMENT

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Declaration of Absence of Equivalent Document

Dear Sirs,

Pursuant to item 8.4.4 and to item 12.8.4.1 of the BID NOTICE in question, the [BIDDER], by its undersigned legal representative(s), declares, under penalty of the applicable laws and regulations, that the documents listed below, required by the BID NOTICE, do not have an equivalent document in the company's country of origin:

(...)

Sincerely,

[BIDDER]

[Legal Representative]



MODEL NO. 12 – DECLARATION OF ABSENCE OF REGISTRATION AT CADIN/RS OR AT CEIS

[place], [•] de [•] de 202[•].

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [•]/[•] – Declaration of Absence of Registration at CADIN/RS or at CEIS

Dear Sirs,

Hereby, [BIDDER], [QUALIFICATION], through its legal representative, declares, under penalty of the applicable laws and regulations, to be aware that the existence of registration at the CADIN of the State of Rio Grande do Sul, created by State Law No. 10,697/1996, or at the National Register of Unsuitable and Suspended Companies - CEIS, shall constitute an impediment to contracting.

The BIDDER also declares not to have any restriction or appointment in the CADIN/RS or in the CEIS capable of making its contracting in this Bidding Process unfeasible.

[PLACE], [DATE]

[BIDDER]

By its legal representative

RG No. [•]

CPF/MF No. [•]



**MODEL NO. 13 – DECLARATION OF ABSENCE OF
REGISTRATION AT THE REGISTER FOR SUPPLIERS PREVENTED
FROM CONTRACTING WITH RIO GRANDE DO SUL STATE
PUBLIC ADMINISTRATION**

[place], [●] de [●] de 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/[●] – Declaration of Absence of Registration at the Register for Suppliers Prevented from Contracting with Rio Grande do Sul State Public Administration

Dear Sirs,

Hereby, [BIDDER], [QUALIFICATION], through its legal representative, declares, under penalty of the applicable laws and regulations, to be aware that the existence of registration at the Register for Suppliers Prevented from Contracting with the State Public Administration, instituted by State Law No. 11,389/1999, shall constitute an impediment to contracting.

The BIDDER also declares not to have any restriction or appointment in the Register for Suppliers Prevented from Contracting with Rio Grande do Sul State Public Administration capable of making its contracting in this Bidding Process unfeasible.

[PLACE], [DATE]

[BIDDER]

By its legal representative

RG No. [●]

CPF/MF No. [●]



MODEL No. 14 – DECLARATION OF COMMITMENT TO CONTRACT THE CONTRACT PERFORMANCE BOND

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/[●] – Commitment to Contract the Contract Performance Bond

Dear Sirs,

Hereby, [BIDDER], [QUALIFICATION], through its legal representative, declares, under penalty of the applicable laws and regulations, that it is obligated to contract and annually renew the CONTRACT PERFORMANCE BOND, which can be contracted in any of the modalities set forth by the legislation, in order to guarantee the execution of the investments necessary for the execution of the subject matter of the CONCESSION, besides all other contractual obligations, as established in the CONTRACT.

[PLACE], [DATE]

[BIDDER]

By its legal representative

RG No. [●]

CPF/MF No. [●]



EXHIBIT 3: MINIMUM TERMS AND CONDITIONS FOR THE PERFORMANCE BOND

1. Purchaser

1.1. [BIDDER].

2. Insured

2.1. Secretary of Logistics and Transportation of the State of Rio Grande do Sul.

2.2. CNPJ: 08.838.143/0001-89

2.3. Address: Av. Borges de Medeiros, No. 1555, 12 and 13 floors, Porto Alegre/RS,
CEP: 90110-150

3. Purpose of the Insurance

3.1. Guarantee indemnification, in the amount of up to R\$ 34.181.155,91 (thirty-four million, one hundred and eighty-one thousand, one hundred and fifty-five reais and ninety-one cents) in the event that the BIDDER breaches any of its obligations arising from the Law or the BID NOTICE, including refusal to execute the CONTRACT, failure to comply with the requirements for its execution, under the conditions and within the term set forth in the BID NOTICE, and in any of the events provided for in item 10.10 of the 1.1, including the fines applied to the BIDDER.

4. Instrument

4.1. Performance Bond Policy issued by an insurance company duly incorporated and authorized to operate by SUSEP, in compliance with the terms of SUSEP's normative acts.

5. Guarantee Value

5.1. The Performance Bond Policy must provide for the indemnification amount of up to R\$ 34.181.155,91 (thirty-four million, one hundred and eighty-one thousand, one hundred and fifty-five reais and ninety-one cents).

6. Term

6.1. The Performance Bond Policy must have a minimum term of 1 (one) year from the Date of Receipt of the Bidding Documentation, renewable in the circumstances provided for in Concession Bid Notice No. [●]/[●].



7. Additional Provisions

7.1. The Performance Bond Policy shall contain the following additional provisions:

- (i). statement by the Insurer that it is aware of and accepts the terms and conditions of Concession Bid Notice No. [●]/[●]; and
- (ii). statement by the Insurer that it shall make the payment of the amounts provided for herein within 30 (thirty) days as of the date of delivery of all documents listed by the Insurer as necessary for the characterization and settlement of the claim;

7.2. Upon confirmation of the breach by the BIDDER of the obligations covered by the Performance Bond Policy, the Insured shall be entitled to demand from the Insurer the compensation due, when the notification made to the BIDDER is unsuccessful.

7.3. The terms not expressly defined in this Policy shall have the meanings ascribed to them in the BID NOTICE.

7.4. The terms of the General and Special Conditions, as per SUSEP Ordinance No. 477, of September 30, 2013, and subsequent amendments, which have not been altered by these Particular Conditions, are ratified.



EXHIBIT 4: MODEL BANK LETTER OF GUARANTEE

[place], [●] [●], [●]

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Bank Guarantee

Dear Sirs,

1. By this Letter of Guarantee, the Bank [●], with headquarters at [●], enrolled in the CNPJ/MF under No. [●] (“Guarantor Bank”), directly by himself and by his eventual successors, is obliged to the GRANTING AUTHORITY as joint guarantor of the [BIDDER], with headquarters at [●], enrolled in the CNPJ/MF under No. [●] (“Secured Bidder”), with express waiver of the rights provided for in articles 827, 835, 837, 838 and 839 of Law No. 10,406, of January 10, 2002 (Brazilian Civil Code) and in article. 794 of Law No. 13,105, of March 16, 2015 (Code of Civil Procedure) for the faithful fulfillment of all obligations assumed by the Secured Bidder in the bidding procedure described in Concession Bid Notice No. [●]/[●], whose terms, provisions and conditions the Guarantor Bank expressly declares to know and accept.
2. The Guarantor Bank is obliged to pay to the GRANTING AUTHORITY the total amount of R\$ 34.181.155,91 (thirty-four million, one hundred and eighty-one thousand, one hundred and fifty-five reais and ninety-one cents) (“Security”) in the event that the [BIDDER] breaches any of its obligations arising from the Law or from the Bid Notice, including refusal to execute the Concession Agreement, failure to comply with the requirements for its execution, under the conditions and within the deadline set forth in the Bid Notice, and in any of the events provided for in item 10.10 of the Bid Notice.
3. The Guarantor Bank is also liable, within the amount identified above, for the losses caused by the Secured Bidder, including but not limited to fines imposed by the GRANTING AUTHORITY related to the bidding procedure, and it commits to make payments arising from these losses when they are required, within a maximum period of 48 (forty-eight) hours, from the receipt by the Guarantor Bank, of written notice sent by the GRANTING AUTHORITY.
4. The Guarantor Bank shall not claim any objection or opposition of the Secured Bidder or invoked by it for the purpose of excusing itself from fulfillment of the obligation assumed before the GRANTING AUTHORITY pursuant to the terms of this Letter of Guarantee.
5. The GUARANTOR BANK undertakes, prior to effecting a write-off of the SECURITY, to obtain from B3 and/or from the GRANTING AUTHORITY



confirmation of the release of the SECURED BIDDER in relation to the SECURED OBLIGATION.

6. In the event that the GRANTING AUTHORITY goes to court to demand fulfillment of the obligation referred to in this Letter of Guarantee, the Guarantor Bank is obliged to pay the arbitral, judicial, or extrajudicial expenses.
7. The Security shall be valid for one (1) year, as of the designated date in the SCHEDULE for the submission of the bidding documentations, according to the conditions mentioned in item 10 of the Concession Bid Notice No. [●]/[●]. That is, it must be valid from [●]/[●]/[●] to [●]/[●]/[●].
8. The Guarantor Bank declares that:
 - 8.1. this Letter of Guarantee has been duly accounted for, in full compliance with the regulations of the Central Bank of Brazil currently in force, in addition to complying with the applicable principles of banking laws and regulations;
 - 8.2. the signatories of this instrument, and any of its successors, are authorized to provide the Security on their behalf and in their responsibility; and
 - 8.3. its paid-in capital stock is R\$ [●] (●), and it is authorized by the Central Bank of Brazil to issue security letters and that the present Letter of Guarantee, amounting to R\$ 34.181.155,91 (thirty-four million, one hundred and eighty-one thousand, one hundred and fifty-five reais and ninety-one cents) is within the limits authorized by the Central Bank of Brazil.
9. The terms not expressly defined in this Letter of Guarantee shall have the meanings ascribed to them in the Concession Bid Notice No. [●]/[●].
10. The jurisdiction for any and all actions or executions of this Security shall be, with express waiver of any other, however privileged it may be, that of Porto Alegre.

[signature of the issuer bank's legal representative(s), notarized by a notary public]

Witnesses: _____

Name:

RG:

Name:

RG:



EXHIBIT 5: SUBMISSION OF THE ECONOMIC PROPOSAL

[place], [●] de [●] de 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Submission of the Economic Proposal

Dear Sirs,

1. In response to the call of the Secretary of Logistics and Transportation of the State of Rio Grande do Sul, we present our WRITTEN ECONOMIC PROPOSAL to carry out the purpose of the COMPETITION in question.
2. We propose, as DISCOUNT VALUE, to operate the CONCESSION subject to this bidding process as defined in Bid Notice No. [●]/[●], the percentage amount of [●%] (● percent), which applies linearly to the FIXED TRANCHE OF THE TOLL, to the SINGLE LANE BASIC TOLL FARE and to the DOUBLE LANE BASIC TOLL FARE, which compose the TOLL FARES of the CONCESSION, with a reference date of January, 2020.
3. We expressly declare that:
 - 3.1. The present WRITTEN ECONOMIC PROPOSAL is valid for one (1) year, from the date of its receipt by the PERMANENT BIDDING COMMITTEE, as specified in the BID NOTICE;
 - 3.2. We agree, integrally and without any restriction, with the conditions of the contract established in the above-mentioned BID NOTICE ;
 - 3.3. We have full knowledge of the purpose of the bidding process, of the area of the concession and of the conditions of execution of the project;
 - 3.4. We hereby assume full responsibility for performing the work in accordance with the provisions of the CONTRACT and its EXHIBITS, and other applicable laws and regulations;
 - 3.5. We have fully complied with all the obligations and requirements set forth in the BID NOTICE in question, having fully observed the assumptions contained in sub- item 10.11 of the Bid Notice.
 - 3.6. We are fully aware of the toll fare structure of the CONCESSION, described in Exhibit 12 of the DRAFT CONTRACT.

Sincerely,

[Legal Representative]



GOVERNO DO ESTADO
RIO GRANDE DO SUL
SECRETARIA DE PLANEJAMENTO,
GOVERNANÇA E GESTÃO



RG:
CPF:[●]



EXHIBIT 6: SUBMISSION OF THE PROPOSAL GUARANTEE

[place], [●] de [●] de 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Submission of the Proposal Guarantee

Dear Sirs,

By this instrument, [name of the ACCREDITED REPRESENTATIVE], [identification], as the [BIDDER]'s ACCREDITED REPRESENTATIVE, in accordance to the BID NOTICE, presents the type and amount of the Proposal Guarantee deposited, as follows:

DEPOSITED PROPOSAL GUARANTEE	
TYPE(S)	AMOUNT(S) (R\$)
	R\$ 34.181.155,91 (thirty-four million, one hundred and eighty-one thousand, one hundred and fifty-five reais and ninety-one cents)

Sincerely,

[Legal Representative]

RG:

CPF:[●]

Witnesses:

Name: R.G.:

Name: R.G.:



EXHIBIT 7: SUBMISSION OF THE REGISTRATION DOCUMENTS

[place], [●] [●], [●]

TO THE

PERMANENT BIDDING COMMITTEE

Re.: Concession Bid Notice No. [●]/[●] – Submission of the Registration Documents

Dear Sirs,

1. **[BIDDER]** (“**BIDDER**”), by its undersigned legal representative(s), has attached the documents or its qualification in the bidding procedure in question, pursuant to item 12.1 of the 12.1 in question.
2. The **BIDDER** expressly represents that it is fully aware of the terms of the **BID NOTICE** and fully accepts them, in particular, as regards the powers conferred on the **PERMANENT BIDDING COMMITTEE** to conduct special measures to confirm the accuracy of the documents presented and to seek any clarifications necessary to clarify the information contained therein.
3. The **BIDDER** expressly represents that it has met all the requirements and criteria for qualification and has submitted the **REGISTRATION DOCUMENTS**, as defined in **Bid Notice No. [●]/[●]**, in a correct manner.
4. The **BIDDER** further represents that the **REGISTRATION DOCUMENTS** now presented are complete, true, and correct in every detail.

[BIDDER]

[accredited representative(s)]



EXHIBIT 8: INTEGRITY INSTRUMENT

[place], [●] [●], 202[●].

TO THE PERMANENT BIDDING COMMITTEE

Re. Bid Notice No. ●/● – Integrity Instrument

Dear Sirs,

Pursuant to item 17.3.13 of the BID NOTICE in question, the [BIDDER], by its undersigned legal representative(s), declares, for due purposes, that:

1. The **SPE** organized by it shall comply with federal and industry standards, as well as best practices, regarding integrity, compliance, ethics, governance, risk management, internal and external controls (monitoring, evaluation, audit, and investigation), and transparency in the conduct of the concession contract, in particular.
 - 1.1. The provisions of Federal Law No. 12,846/2013, State Law No. 5,228/2018, State Decree No. 55,631/2020, Decree No. 3,678/2000, No. 4,410/2002, No. 5,687/2006, and No. 8,420/2015, of Ordinance No. 909/2015, of the Federal Comptroller General's Office - CGU, in addition to other applicable federal standards, shall be complied with, in full, where applicable, as well as the standards that amend, supplement, or succeed the aforementioned ones.
 - 1.2. The integrity program of the company shall follow the dictates set forth in CGU Ordinance No. 909/2015, containing at least the provisions of this standard.
 - 1.3. Policy for transactions with related parties, in accordance with best corporate governance practices recommended by the Brazilian Securities and Exchange Commission - CVM and in compliance with the standards set forth by Exhibit 14 of the DRAFT CONTRACT.
2. For the performance of this **CONTRACT**, neither party may offer, give, or undertake to give to anyone, or accept or undertake to accept from anyone, directly or indirectly, personally or through another, any payment, donation, compensation, financial or non-financial advantages, or benefits of any kind constituting an illegal or corrupt practice under the laws of Brazil and the countries in which it has carried out transactions or legal acts, either directly or indirectly, with respect to the subject matter of this **CONTRACT**, and must guarantee, further, that its agents and staff members act in the same manner.
3. Use of resources, assets, and funds of illicit or doubtful origin shall be prohibited.

[BIDDER]

[Legal Representative(s)]



EXHIBIT 9: DRAFT CONTRACT

The Draft Contract is available separately



EXHIBIT 10 - DECLARATION LETTER OF ANALYSIS OF THE BUSINESS PLAN VIABILITY BY THE FINANCIAL INSTITUTION

[place], [●] [●], 2020.

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/[●] – Declaration Letter of Analysis of the Business Plan Viability by the Financial Institution

Dear Sirs,

1. By the present letter, the [name of the financial entity or institution] (“**Financial Institution**”), financial institution that advises the [name of the BIDDER] (“**BIDDER**”), in accordance with item 17.3.11, of the **BID NOTICE** No. [●]/[●] (“**Bid Notice**”), declares, for all due purposes, that it has analyzed the Business Plan submitted by the [**BIDDER**], [identification] with a **DISCOUNT VALUE** of [●%] and attests to its viability and feasibility under the aspects of the financial set-up of the enterprise.
2. The Financial Institution declares that it has analyzed the Business Plan prepared by the [**BIDDER**] in the purpose of participating in the **BIDDING PROCESS** under all its financial aspects, having confronted the methodology of the financial assembly of the enterprise in the light of the best market practices, and carried out the questionings and investigations deemed necessary for its analysis, assuming, for such, the exactness and completeness of the data and surveys used by the **BIDDER** as a basis for the elaboration of the Business Plan.
3. That being said, and in compliance with item 17.3.11 , it attests, in relation to the **BIDDER's** Business Plan:
 - 3.1. its feasibility and practicability, as long as all the premises and parameters adopted therein are maintained;
 - 3.2. the consistency of the financial statements and data presented.

Based on all the above, and provided that the assumptions and parameters adopted in the Business Plan presented to us by the **CONCORRENTE**, we attest to its feasibility and practicability under the financial aspects.

[**Financial Institution**] [legal representative(s)]

[**BIDDER**] [accredited representative(s)]



Witnesses:



EXHIBIT 11 - DECLARATION LETTER OF BUSINESS PLAN ANALYSIS AND SUITABILITY BY INDEPENDENT AUDITOR

[place], [●] [●], [●]

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/[●] – Declaration Letter of Business Plan Analysis and Suitability by Independent Auditor

Dear Sirs,

Considering the participation of [name of BIDDER] ("**BIDDER**") in the competition governed by the **Concession Bid Notice** No. [●]/[●] ("**BID NOTICE**"); and

Considering the Business Plan prepared by the BIDDER, with a **DISCOUNT VALUE** of [●%], at its own risk, including as to the accuracy and completeness of the data;

1. The [independent audit company identification], registered with the Brazilian Securities and Exchange Commission under number ●, independent audit firm advising the BIDDER, in accordance with item 17.3.12 of the Bid Notice, declares, for all due purposes, that it has reviewed the mentioned Business Plan and states that it has evaluated it:
 - 1.1. employing the rules contained in the Brazilian Accounting Standard - NBC TO 3000 and other applicable accounting standards;
 - 1.2. under all its accounting and tax aspects;
 - 1.3. having checked the methodology, statements and accounting and tax data in the light of the best market practices, and made the inquiries and investigations it deemed necessary for its analysis; and
 - 1.4. assuming the accuracy and completeness of the data and surveys used by the **BIDDER** as a basis for its preparation.
2. That being said, and in compliance with item 17.3.12 of the **BID NOTICE**, the independent Audit Company, attests, in relation to the BIDDER's Business Plan:
 - 2.1. its suitability, as long as all the premises and parameters adopted therein are maintained;
 - 2.2. the consistency of the statements and accounting and tax data presented; and
 - 2.3. the compliance of these statements and accounting and tax data with the national legislation in force.



3. Based on all the above, and provided that the assumptions and parameters adopted in the Business Plan presented to us by the BIDDER are maintained, we attest to its adequacy under the accounting and tax aspects.

[Independent Audit Company] [legal representative(s)]

[BIDDER] [accredited representative(s)]

Witnesses: _____

Name:
RG:

Name:
RG:



EXHIBIT 12 - CONFIDENTIALITY AGREEMENT BETWEEN THE BIDDER AND THE FINANCIAL INSTITUTION OR INDEPENDENT AUDITOR (MINIMUM CONTENT)

[place], [●] [●], [●]

TO THE PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/[●] – Confidentiality Agreement

TO THE BIDDER

1. DEFINED TERMS

1.1. Unless otherwise defined in this **Exhibit**, defined terms shall have the same meaning as in the **Bid Notice** No. [●]/[●] (“**Bid Notice**”).

1.1.1. **Institution**: is the (a) [name of institution or financial entity or independent audit company qualification].

1.1.2. **Representative(s)**: are: (i) the officers and employees of the **Institution** or its subsidiaries or affiliates; and (ii) the consultants, attorneys, auditors, accountants, agents, financial intermediaries and other persons who, through the **Institution**, come to have access to the **Information** exclusively for the purpose of assessing the feasibility or suitability of the **BIDDER's** Business Plan.

1.1.3. **Information**: is the information made available by the **BIDDER** to the **Institution**, for the issuance of a letter attesting to the feasibility and suitability of the **BIDDER's** Business Plan, in accordance to items 17.3.11 and 17.3.12 of the **BID NOTICE**.

1.1.3.1. The term **Information** does not include public information, so considered the information that:

(i) was in the public domain at the time of their disclosure to the **Institution**;

(ii) has become of public domain after its disclosure to the **Institution**, provided that such disclosure has not been made by the Institution, its **Representative(s)** or by another participant that has had access to the **Information**;

(iii) were already in the files of the **Institution**, on a non-confidential basis, or have been independently developed by the



Institution, as the case may be, prior to its being made available to the Institution or its Representative(s); or

(iv) has become available to the **Institution**, on a non-confidential basis, from sources other than the **BIDDER**, provided that such sources are not prohibited from transmitting the **Information** to the **Institution**.

2. OBLIGATIONS OF THE INSTITUTION

2.1. Confidentiality: the **Institution** and its **Representative(s)** undertake to keep the **Information** confidential and not transmit or disclose it to any third party other than its **Representative(s)**.

2.1.1. The obligation to maintain confidentiality in paragraph 2.1 includes:

(i) not to use the **Information** for any purpose other than those related to the participation of the **BIDDER** in the Bidding Process;

(ii) not to discuss before or with third parties about the Information (Representative(s) are not considered third parties);

(iii) not to use, disclose, reveal or dispose, in any form, of the Information, other than to evaluate the participation of the **BIDDER** in the **Bidding Process**, and also to take care and to adopt the appropriate precautions to prevent the undue use of the Information by any **Representative(s)**; and

(iv) keep and maintain under confidentiality all copies, reproductions, summaries, analyses or communications referring to the **Information** or based on it, returning them to the **BIDDER**, within 15 (fifteen) days from the request of the latter.

2.1.2. In the event that any **Information** is retained by the **Institution**, it shall remain subject to the provisions of this **Confidentiality Agreement**.

2.1.3. The **Institution** shall notify the **BIDDER**, promptly and prior to any disclosure, of any possible administrative or judicial determination requiring it to disclose the **Information**, even in part, provided that such communication is permitted under the respective applicable law or administrative or judicial order.

2.2. . Other obligations related to the **Information:** the **Institution** and any of its **Representative(s)**, as of the date of execution of this agreement, and until the date of submission of the **Written Economic Proposal**, undertake to:

(a) not to issue the letter attesting to the feasibility and suitability of the BIDDER's Business Plan, **pursuant to items 18.3.1117.3.11 and 18.3.1217.3.12** of the Bid Notice in favor of other **BIDDER(s)**; and



(b) to refrain from any other act that may result, directly or indirectly, in inappropriate use of the **Information**.

2.3. **Liability**: the **Institution**, which, by itself or by its **Representative(s)**, violates the obligations set forth in this term, in particular those in paragraphs 2.1 and 2.2, undertakes to indemnify and reimburse the **Granting Authority** and the **BIDDER** for the losses, damages and/or costs incurred, which arise directly from or related to said breach, without any limitation.

2.4. The **Institution** shall comply with the due diligence requests of the **PERMANENT BIDDING COMMITTEE** constituted according to the **Bid Notice**, within a maximum of five (5) working days.

2.4.1. If requested, the **Institution** shall provide the **PERMANENT BIDDING COMMITTEE** with the original copy of the business plan that was submitted to it by the **BIDDER** and that supported its analyses as to its economic-financial feasibility or adequacy from an accounting and tax point of view.

3. GENERAL PROVISIONS

3.1. The **Institution** and/or any of its **Representative(s)** are exempt from any legal obligation or liability with respect to the execution of the **Bidding Process**, except for the obligations assumed in this **Confidentiality Agreement**; and

3.2. the non-exercise of the rights assured here will not imply in waiver to them, it being considered, for all legal effects, as mere tolerance.

3.3. This agreement shall be governed by the laws of the Federative Republic of Brazil.

3.4. Except for the obligations set forth in paragraph 2.2, the obligations set forth in this agreement shall be in effect for a period of two (2) years from the date this agreement is signed.

3.5. In case the **Institution** is a legal entity headquartered abroad, the **Institution** hereby appoints and constitutes as its attorney-in-fact [name and full qualification], with specific powers to receive service of process and subpoenas, pursuant to article 213 et seq. of the Brazilian Code of Civil Procedure.

3.6. The District Court of [●] is hereby elected as the sole competent to settle any questions related to the terms hereof, and the **Institution**, its **Representative(s)** and the **BIDDER**, hereby waiver to any other, no matter how privileged it may be.

3.7. This **Confidentiality Agreement** reflects the understanding of the **Institution** with respect to the confidentiality of the **Information** and no modification to this term or waiver of the terms and conditions agreed to herein shall bind the **Institution** or the **BIDDER**, unless such modifications and/or waivers are approved, in writing, by each of the parties and by the **Granting Authority**.



[BIDDER] [accredited representative(s)]

[institution] [legal representative (s)]

Witnesses: _____

Name:
RG:

Name:
RG:



EXHIBIT 13 – SCHEDULE AND ORDER OF EVENTS

No.	EVENT	DATE
1	Publication of the BID NOTICE and opening of the period for requests for clarifications concerning the Bid Notice	[●]
2	Deadline for the Submission of Requests for Clarifications concerning the Bid Notice	[●]
3	Disclosure of the Responses to clarifications concerning the Bid Notice	[●]
4	Deadline for objecting to the Bid Notice – citizen	[●]
5	Deadline for objecting to the Bid Notice – bidder	[●]
6	result of the judgement of the objections – citizen	[●]
7	result of the judgement of the objections – bidder	[●]
8	date for the receipt of the bidding documentation [●] Place; [●]	[●]
9	Opening of Volumes 1 Public Session [●] Place; [●]	[●]
10	Disclosure of the Result of the Analysis of Volumes 1, until 18h	[●]
11	PUBLIC AUCTION SESSION, for the opening and classification of volumes 2 – written economic proposals and possible BIDDING STAGE [●] Place; [●]	[●]
12	Disclosure of the Results of the PUBLIC AUCTION SESSION	[●]
13	Opening of VOLUME 3 – REGISTRATION DOCUMENTS of the first ranked BIDDER	[●]
14	Disclosure of the Results of the Analysis of VOLUME 3 – REGISTRATION DOCUMENTS	[●]
15	Opening of deadline for the Single Appeal Stage	[●]
16	End of the deadline for the Appeal Stage	[●]
17	Deadline for Counterarguments	[●]
18	Disclosure of the Results of the Judgement of Appeals	[●]
19	Ratification	[●]
20	Fulfillment of Previous Obligations	[●]
21	Execution of the CONTRACT	[●]



EXHIBIT 14 - B3'S PROCEDURES MANUAL



EXHIBIT 15: RATIFICATION OF THE FINAL ECONOMIC PROPOSAL STATEMENT

[place], [●] [●], [●]

TO THE

PERMANENT BIDDING COMMITTEE

Re.: Bid Notice No. [●]/202● – Bid Ratification

[NAME AND IDENTIFICATION OF THE BIDDER], for the purposes of Concession Bid Notice No. [●]/202[●], hereby ratifies, irrevocably and irreversibly, the DISCOUNT VALUE of [●]% ([●] percent) offered in the BIDDING PROCESS, which shall apply linearly to the FIXED TRANCHE OF THE TOLL, to the SINGLE LANE BASIC TOLL FARE and to the DOUBLE LANE BASIC TOLL FARE, which compose the TOLL FARES of the CONCESSION, in accordance with the terms and conditions contemplated in the BID NOTICE.

The TOLL FARES arising from the BIDDING PROCESS, to be charged from Category 1 of vehicles, in each of the toll plazas included in the CONCESSION, are indicated in the table below:

Toll Plazas	Toll Fare for Category 1 of vehicles
PP1	R\$
PP2	R\$
PP3	R\$
PP4	R\$
PP5	R\$
PP6	R\$



The TOLL FARES indicated in the table above were calculated considering the formula indicated in item 10.8 of the BID NOTICE, the values resulting from the BIDDING PROCESS and the extensions of the homogeneous stretches of single and double lane for each toll plaza, which indicated in the tables below:

Table I – Fare Structure Rates Resulting from the Bidding Process

Fixed Tranche of the Toll	Single Lane Basic Toll Fare	Double Lane Basic Toll Fare

Table II – Length of the Homogeneous Stretches of Single and Double Lanes

Toll Plazas	Length of the Homogeneous Stretches of Single Lane at Date of Assumption	Length of the Homogeneous Stretches of Double Lane at Date of Assumption
PP1	0,00 km	52,29 km
PP2	38,53 km	0,00 km
PP3	38,94 km	0,00 km
PP4	41,87 km	0,00 km
PP5	42,93 km	9,16 km
PP6	45,80 km	2,02 km

The BIDDER declares that it is aware of the toll fare structure of the CONCESSION described by Exhibit 12 of the DRAFT CONTRACT.

[BIDDER]

[accredited representative(s)]



EXHIBIT 16 – PER

The PER is available separately



EXHIBIT 17 - OPERATIONAL TRANSITION PLAN

The Operational Transition Plan shall provide for, at a minimum:

- a) Identification of the technical and operational documentation required for the transition;
- b) Indication of the general operational transition procedures regarding the time of transfer of the concession - change in management;
- c) Planning of the holding of inventory of contracts and service providers;
- d) The period necessary for the Concessionaire to assess its interest in assuming existing contracts, as well as planning for this assumption, if feasible;
- e) The operational measures necessary for the assumption of administrative activities;
- f) Identification of licenses and software required for the continuity of the public service granted;
- g) Identification of human resources that may be hired by the Concessionaire;
- h) Creation of positive relationships with key stakeholders;
- i) The means of interaction with stakeholders, as well as the means of obtaining information from them, such as forums, focus groups, opinion polls, electronic means of interaction, and other.
- j) The Work Plan containing the planning and schedule of the transition activities, respecting the deadline provided for in item 3.1 of Exhibit 8 of the DRAFT CONTRACT.