



GOVERNO DO ESTADO
RIO GRANDE DO SUL

PUBLIC NOTICE NO. 0020/2023

INTERNATIONAL BID PROCESS NO. 0020/2023

Administrative Concession for the Revitalization and Urbanization of Cais Mauá, in the Municipality of Porto Alegre (RS), by contracting the activities of Management, Operation, Maintenance, Restoration, Modernization, Conservation and Execution of Works.

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INTRODUCTION

The State of Rio Grande do Sul, in its capacity as GRANTOR, through the SUBSECRETARIAT OF THE CENTRAL ADMINISTRATION OF BIDDING - CELIC/RS, hereby announces this PUBLIC NOTICE No. 0020/2023, which establishes the criteria and conditions for selecting and contracting a private legal entity that will be responsible for the administrative CONCESSION for the Revitalization and Urbanization of CAIS MAUÁ located in the city of Porto Alegre (RS), including the activities of management, operation, restoration, maintenance, modernization and conservation of CAIS MAUÁ, as well as the commercial exploitation of the CONCESSION AREA for the promotion of activities and events related to leisure, recreation, education, entertainment, gastronomy, sports, culture, events, tourism, commerce, nautical activities, entrepreneurship and the promotion of technological innovation and the creative economy, in accordance with the conditions established in the CONTRACT and ANNEXES.

This BID is open to national or foreign BIDDERS, alone or in a CONSORTIUM, and the judging criterion will be the lowest amount of PUBLIC CONSIDERATION to be paid by the GRANTOR, in accordance with the rules established in this PUBLIC NOTICE, the CONTRACT and ANNEXES.

The CONCESSION TERM shall be 30 (thirty) years, from the date of issue of the TERM OF DELIVERY OF THE PUBLIC PROPERTY, which shall occur upon fulfillment of the effectiveness conditions of the CONTRACT.

The BID will be processed with an inversion of the order of the qualification and judgment phases, in accordance with article 13 of Federal Law 11.079/2004, and will be preceded by a PRE-QUALIFICATION.

The RECEIPT SESSION for the ENVELOPES relating to the PRE-QUALIFICATION, COMMERCIAL PROPOSAL and QUALIFICATION DOCUMENTS will be held on 12/14/2023, from 9 a.m. to 12 p.m., at Rua XV de Novembro, 275, at B3's headquarters, in São Paulo/SP, under the coordination of the STANDING BIDDING COMMITTEE and B3.

The on-site PUBLIC SESSION will be held on 12/21/2023 at 2 p.m. (Brasília time), at B3's headquarters, due to the national relevance of the bid, the volume of investments planned and the need to operationalize the bidding procedure, including accreditation and a possible live bidding stage.

The PUBLIC NOTICE for this CONCESSION, its ANNEXES, as well as all the information, studies and projects available may be obtained (i) in electronic media, at CELIC's head office, located at Avenida Borges de Medeiros, 1501, on the CAFF premises, 2nd floor, ZIP Code (CEP) 90119-900, Porto Alegre, Rio Grande do Sul, Brazil, between 09/18/2023 and the business day prior to the date of the PUBLIC SESSION, from 9:00 a.m. to 6:00 p.m. upon presentation of a Pen Drive with sufficient capacity for all files to be digitally copied or (ii) on the website www.celic.rs.gov.br.

The GRANTOR is not responsible for the text or content of public notices, annexes or documents obtained or known in a manner or place other than those indicated above.

A – AUTHORIZATION FOR CONTRACTING

The CONCESSION, which is the subject of this PUBLIC NOTICE, had its economic-



financial feasibility and technical feasibility studies approved by the Management Council for Concessions and Public-Private Partnerships of the State of Rio Grande do Sul - CGCPPP/RS, by means of Resolution No. 38, published in the DOE/RS on March 23, 2022, which authorized the public consultation, and by means of Resolution No. 045, published in the DOE/RS on August 16, 2022, which authorized the BID.

B – ADVANCE NOTICE

The notice of the opening of this BID was published in the DOE/RS and in newspapers with wide national circulation on 09/18/2023. The entire content of the PUBLIC NOTICE has been made available for unrestricted public access on the CELIC website(www.celic.rs.gov.br) and on the National Public Procurement Portal (<https://www.gov.br/pncp/pt-br>).

C – PUBLIC HEARING

The GRANTOR held two Public Hearings, in compliance with the terms of article 6, paragraph 3 of State Law No. 12.234/2005, to present the project to the population and interested parties, with access to all relevant information and clarifications, guaranteeing the right to manifestation, in accordance with the Hearing Regulations, duly disclosed in advance. The first was held on April 28, 2022, at 6 p.m., at the CAFF Auditorium, Av. Borges de Medeiros, 1501, térreo – Porto Alegre/RS, available at <https://www.youtube.com/watch?v=1OfLtdyiTUI&t=2s>. The second was held on June 2, 2022, at 9 (nine) a.m., in the CAFF Auditorium, Av. Borges de Medeiros, 1501, térreo – Porto Alegre/RS, available at <https://www.youtube.com/watch?v=uv-X7PBGgIM>.

D – PUBLIC CONSULTATION

A Public Consultation was held between March 23, 2022 and May 6, 2022, as extended, informed to the public through publication in the DOE/RS, edition of April 22, 2022, as well as in newspapers with wide circulation in the state of Rio Grande do Sul and on the website <https://parcerias.rs.gov.br/cais-maua>.

During the Public Consultation period, the GRANTOR received a series of contributions, questions and suggestions pertinent to the drafts provided, taking advantage of the interaction with society to improve the final documents. All the contributions were analyzed and those considered pertinent were incorporated into the published PUBLIC NOTICE, CONTRACT and ANNEXES.

E – ASSET MANAGEMENT COMMITTEE

The proposals, surveys, investigations and studies formulated for use in structuring this CONCESSION were analyzed by the Asset Management Committee, which decided on the transfer of real estate owned by the State of Rio Grande do Sul through payment of a PUBLIC CONSIDERATION, in the Minutes of Extraordinary Meeting No. 09/2022 - Asset Management Committee, under the terms of State Law No. 15.764/2021, as published in the DOE/RS, edition of August 16, 2022.

F – APPLICABLE LEGISLATION

This bid will be governed by article 37, item XXI of the Federal Constitution, as well as the Constitution of the State of Rio Grande do Sul, State Law No. 12.234/2005 – State Law on PPPs; State Law No. 15.764/2021 – Program for the Efficient Use and



Management of Public Property; State Law No. 15.612/2021 – State Administrative Process Law; Municipal Complementary Law No. 930/2021 – Porto Alegre Historic Center Rehabilitation Program; Federal Law No. 14.133/2021 – Administrative Bids and Contracts Law; and Federal Law No. 11.079/2004 – PPPs Law.

G – ANNEXES

The following documents are ANNEXES to the PUBLIC NOTICE:

Annex 1	Draft CONTRACT and ANNEXES
Annex 2	Bid Schedule
Annex 3	Request for Clarification Template
Annex 4	Declarations and Commitments Template
APPENDIX A	Declaration of knowledge of the terms of the PUBLIC NOTICE
APPENDIX B	Declaration of Compliance with Article 7, XXXIII of the Federal Constitution
APPENDIX C	Declaration of No Bankruptcy Proceedings or Insolvency Regime
APPENDIX D	Declaration of Absence of Impediment to Bidding and Contracting
APPENDIX E	Declaration of Financial Capacity
APPENDIX F	Power of attorney
APPENDIX G	Power of Attorney (foreign BIDDER)
APPENDIX H	Template for Declaration in the Case of Certificate(s) Issued in the Name of a Controlled Company, Parent Company or Entity(ies) Subject to the Same Control
APPENDIX I	Declaration of Foreign BIDDER
APPENDIX J	Declaration of No Equivalent Document
APPENDIX K	Declaration of Being Subject to All Conditions of the PUBLIC NOTICE
APPENDIX L	Declaration of Commitment to Contract Performance Guarantee
APPENDIX M	Declaration of Full Knowledge of the CONCESSION AREA
APPENDIX N	Commitment to Contracting Technical Assistance
APPENDIX O	Declaration on the Tiebreaker Criteria
Annex 5	Presentation of the COMMERCIAL PROPOSAL
Annex 6	Ratification of the COMMERCIAL PROPOSAL
Annex 7	Presentation of the Proposal Guarantee
Annex 8	Presentation of Qualification Documentation
Annex 9	Term of Commitment for the Constitution of a Special Purpose Company
Annex 10	B3 Procedures Manual



H – DEFINITIONS

For the purposes of this PUBLIC NOTICE and the CONTRACT, unless expressly provided otherwise, the terms, phrases and expressions listed below, when used in this PUBLIC NOTICE, the CONTRACT and ANNEXES, and written in upper case or beginning with capital letters, without prejudice to other definitions, shall be understood and interpreted in accordance with the following meanings:

#	DEFINED TERM	CONCEPT
i.	GRANTEE	Winning bidder awarded the object of the BID, under the terms of the applicable legislation and this PUBLIC NOTICE.
ii.	PUBLIC ADMINISTRATION	Bodies or entities of the direct and indirect Public Administration, federal, state, Federal District and Municipalities.
iii.	ANNEX	Documents, an integral part of the PUBLIC NOTICE and the CONTRACT, as listed.
iv.	CONCESSION AREA	It currently corresponds to CAÍŠ MAUÁ, whose perimeter is described in ANNEX 1 of the CONTRACT and covers the DOCK, WAREHOUSE and GASOMETER sectors. After the completion of STAGE 3 of the MANDATORY INTERVENTIONS and the definitive transfer of the DOCK area to the CONCESSIONAIRE, the CONCESSION AREA will then encompass the WAREHOUSE e GASOMETER sectors alone.
v.	WAREHOUSE	Existing building in the CONCESSION AREA, intended for restoration, under the terms of the CONTRACT. The area known as the WAREHOUSE sector is defined by the perimeter shown in ANNEX 1 to the CONTRACT, which includes all of these properties, with the exception of WAREHOUSE A7, which belongs to the GASOMETER sector.
vi.	TECHNICAL ASSISTANT	Legal entity with the technical-operational capacity, which may be contracted by the CONCESSIONAIRE, under the terms of sub-item 14.25 of



		this PUBLIC NOTICE.
vii.	B3	B3 S.A. – Brasil, Bolsa e Balcão, located in the city and state of São Paulo, at Rua XV de Novembro, nº 275, responsible for providing specialized technical advisory services and operational support related to the procedures necessary to carry out the bid.
viii.	CUSTODIAN BANK	A financial institution to be contracted and compensated by the CONCESSIONAIRE for the purpose of maintaining and operating, as provided for in the CONTRACT, the SETTLEMENT ACCOUNT and the CHARGES ACCOUNT, whose net worth must exceed BRL 1,000,000,000 (one billion Brazilian reais).
ix.	BNDES	Brazilian Development Bank.
x.	CADE	Administrative Council for Economic Defense.
xi.	CADIN ESTADUAL	Cadastro Informativo dos Créditos não Quitados de Órgãos e Entidades Estaduais (Informative Registry of Unpaid Credits of State Bodies and Entities), established by State Law 10.697/1996, which registers the names of individuals and legal entities that have outstanding debts with the bodies and entities of the State Administration of Rio Grande do Sul.
xii.	CAFF	Fernando Ferrari Administrative Center.
xiii.	CAGE	State General Accounting and Auditing Office.
xiv.	CAIS MAUÁ	Public property owned by the State of Rio Grande do Sul, the subject of this BID, located in the city of Porto Alegre, which will be the subject of a CONCESSION aimed at its requalification and revitalization to house activities and events related to leisure, recreation, education, entertainment, gastronomy, sports, culture, tourism, events, commerce, nautical activities and the promotion of



		entrepreneurship, the creative economy and technological innovation.
xv.	CAT	Technical Certificate.
xvi.	CEEP	State Registry of Punished Companies.
xvii.	CELIC	Under-secretariat of Central Administration for Bidding Processes.
xviii.	CFC	Federal Accounting Council.
xix.	CFIL	Registry of Suppliers Prevented from Bidding and Contracting with the State Public Administration.
xx.	CGCPPP/RS	Management Council for Concessions and Public-Private Partnerships of the State of Rio Grande do Sul.
xxi.	CNDT	Labor Debt Clearance Certificate.
xxii.	CNIA	National Registry of Civil Convictions for Acts of Administrative Misconduct and Ineligibility.
xxiii.	STANDING BIDDING COMMITTEE	Commission responsible for receiving, examining and judging all bidding documents, as well as conducting the procedures relating to the BID.
xxiv.	GRANTOR	The State of Rio Grande do Sul.
xxv.	CONCESSION	Administrative concession that grants the CONCESSIONAIRE the management of CAIS MAUÁ, including investments aimed at the revitalization, urbanization, modernization, conservation and operation of CAIS MAUÁ.
xxvi.	CONCESSIONAIRE	Special purpose company set up by the GRANTEE, which signs the CONTRACT with the GRANTOR.
xxvii.	QUALIFICATION CONDITIONS	Participation requirements set out in this PUBLIC NOTICE, which must be met by BIDDERS through the presentation of documents aimed at demonstrating legal compliance, tax and labor compliance, technical qualification, and economic and financial qualification.



viii.	CONSORTIUM MEMBER	Individual or CONSORTIUM bidder submitting a COMMERCIAL PROPOSAL.
xix.	CONSORTIUM	An agreement between companies, funds or entities with the aim of taking part in the BID and, if successful, forming a special purpose company in accordance with Brazilian law.
xxx.	SETTLEMENT ACCOUNT	Bank account opened by the GRANTEE, with restricted movement, for the deposit of amounts arising from the BID, which will be administered by the CUSTODIAN BANK and whose resources may be used to rebalance the economic-financial equilibrium, among other purposes provided for in the CONTRACT.
xxi.	CHARGES ACCOUNT	Bank account opened by the GRANTEE, with restricted movement, intended to fund actions in the CONCESSION AREA relating to specific actions of social interest, which will receive deposits resulting from the BID procedure and deposits made by the CONCESSIONAIRE throughout the CONCESSION, as provided for in the PUBLIC NOTICE and CONTRACT.
xxii.	PUBLIC CONSIDERATION	Counterpart due to the CONCESSIONAIRE for investments, to be paid exclusively through the transfer of real estate corresponding to the DOCKS, in accordance with the phasing provided for in the CONTRACT.
iii.	MAXIMUM PUBLIC CONSIDERATION	Amount corresponding to BRL 144,883,080.00 (one hundred and forty-four million, eight hundred and eighty-three thousand and eighty Brazilian reais), to be considered by the BIDDERS when preparing the COMMERCIAL PROPOSALS to be offered.
xiv.	CONTRACT	Administrative Concession Contract, through which the GRANTOR entrusts the CONCESSIONAIRE with the activities and investments for the revitalization, urbanization, conservation, modernization,



		operation, maintenance, restoration and management of the CONCESSION AREA.
xxv.	CONTROLLED COMPANY	A company, investment fund or legal entity whose CONTROL is exercised by another individual or legal entity.
xvi.	CONTROL OR PARENT COMPANY	Under the terms of article 116 of Federal Law 6.404/1976, it means the right to: (a) hold the majority of votes in company resolutions and the power to elect the majority of administrators or managers of another person or investment fund, as the case may be; and (b) effectively use their power to direct the corporate activities and guide the operation or management of another person or investment fund.
xvii.	CPC	Accounting Pronouncements Committee.
xviii.	CRC	Regional Accounting Council.
xix.	CREA	Regional Engineering and Agronomy Council of the respective Federative Unit.
xx.	CVM	Brazilian Securities and Exchange Commission.
xli.	DATE OF ENVELOPE SUBMISSION	Date and period in which the ENVELOPES must be delivered by the BIDDERS to B3 S.A., in accordance with the Bidding Schedule set out in Annex 2 of the Public Notice.
xlii.	SESSION DIRECTOR	B3 representative who will conduct the PUBLIC SESSION, on behalf of the STANDING BIDDING COMMITTEE, according to the provisions of the PUBLIC NOTICE.
xliii.	DOCKS	Area comprised by DOCKS 1, 2 and 3, which belong to the CONCESSION AREA under the terms of sub-clause 5.3 of the CONTRACT and in accordance with registration no. 182.783 contained in ANNEX 1 of the CONTRACT, the property of which will



		be the object of the PUBLIC CONSIDERATION from the GRANTOR to the CONCESSIONAIRE for the MANDATORY INTERVENTIONS, as set out in ANNEX 2 of the CONTRACT.
xliv.	ACCREDITATION DOCUMENTS	Documents that must be presented by the BIDDER'S representative for the purposes of carrying out acts during the PUBLIC SESSION of the tender and in all other acts of this BID.
xlv.	QUALIFICATION DOCUMENTS	Documents that must be presented by the BIDDER, relating to PRE-QUALIFICATION, LEGAL QUALIFICATION, TAX AND LABOR REGULATIONS, TECHNICAL QUALIFICATION and ECONOMIC-FINANCIAL QUALIFICATION, as defined in the PUBLIC NOTICE.
xlvi.	DOE/RS	Official Register of the State of Rio Grande do Sul.
lvii.	PUBLIC NOTICE	This International Bid Process's PUBLIC NOTICE no. 0020/2023 and all its ANNEXES.
lviii.	ENVELOPES	ENVELOPE A, ENVELOPE B and ENVELOPE C considered together, containing the documentation required for participation in this BID.
lxix.	ENVELOPE A – PRE-QUALIFICATION	Enclosure containing the documents relating to the PROPOSAL GUARANTEE required in this BID to be delivered by the BIDDER to B3's head office under the terms set out in this PUBLIC NOTICE.
l.	ENVELOPE B – COMMERCIAL PROPOSAL	Enclosure containing the COMMERCIAL PROPOSAL required in this BID to be delivered by the BIDDER to B3's head office under the terms set out in this PUBLIC NOTICE.
li.	ENVELOPE C – QUALIFICATION DOCUMENTS	Enclosure containing the QUALIFICATION DOCUMENTS required in this BID to be delivered by the BIDDER to B3's head office under the terms set out in this PUBLIC NOTICE.
lii.	STAGE	Each of the stages of works relating to



		the MANDATORY INTERVENTIONS provided for in sub-clause 5.8 of the CONTRACT and, specifically, in ANNEX 2 of the CONTRACT.
liii.	FGTS	Guarantee Fund for Length of Service.
liv.	PROPOSAL GUARANTEE	Guarantee of compliance with the proposal to be presented by the BIDDERS, under the terms of the PUBLIC NOTICE.
lv.	PERFORMANCE GUARANTEE	Guarantee of the faithful fulfillment of the CONCESSIONAIRE's obligations under the CONTRACT, to be kept by the CONCESSIONAIRE, in favor of the GRANTOR, in the amounts and under the terms defined in the CONTRACT.
lvi.	GASOMETER	Area included in the CONCESSION AREA, which includes WAREHOUSE A7, in accordance with ANNEX 1 of this PUBLIC NOTICE, to be subject to MANDATORY INTERVENTIONS and the provision of services by the CONCESSIONAIRE, as described in ANNEXES 2 and 3 of the CONTRACT.
lvii.	ECONOMIC GROUP	The ECONOMIC GROUP of the BIDDER or CONCESSIONAIRE includes affiliated, controlled or simple participation companies, under the terms of articles 1.097 et seq. of the Civil Code, and companies or investment funds that have directors, administrators, except members of the board of directors, managers or shareholders (the latter with more than a 10% stake) or common legal representatives, as well as those that are economically or financially dependent on another company or investment fund, in addition to companies or investment funds subject to the same global structure, including global sharing of knowledge, governance and corporate policy.
lviii.	LEGAL QUALIFICATION	Legal documentation required to prove eligibility to contract with the GRANTOR.
lix.	IFRIC	International Financial Reporting Interpretations Committee.



lx.	PERFORMANCE INDICATORS	Set of parameters used to measure the quality of the services provided that will contribute to determining the quality of the services provided by the CONCESSIONAIRE under the terms of ANNEX 5 of the CONTRACT.
lxi.	MANDATORY INTERVENTIONS	Set of works and interventions to be carried out by the CONCESSIONAIRE in the CONCESSION AREA, as described in ANNEX 2 of the CONTRACT.
lxii.	IPCA/IBGE	National Broad Consumer Price Index published by the Brazilian Institute of Geography and Statistics.
lxiii.	ENVIRONMENTAL LICENSES	Environmental licenses that authorize the carrying out of works, the execution of interventions and the operation of undertakings located in the CONCESSION AREA.
lxiv.	BID	International Bid Process No. 0020/2023 governed by this PUBLIC NOTICE, promoted by the GRANTOR for the selection of the BIDDER that will incorporate the CONCESSIONAIRE, sign the CONTRACT with the GRANTOR and execute the purpose of the CONCESSION.
lxv.	BIDDER	Companies and/or investment funds participating in the BID, either individually or as a CONSORTIUM.
lxvi.	INSPECTION CHARGE	Amount resulting from the application of a rate on the gross revenue earned by the CONCESSIONAIRE, to be paid to the GRANTOR under the terms of Clause 17 of the CONTRACT.
lxvii.	CONDITIONAL GRANT	Amount corresponding to the percentage applied to the CONCESSIONAIRE's gross revenue, to be paid annually to the GRANTOR by the CONCESSIONAIRE, calculated in accordance with Clause 16 of the CONTRACT.
lxviii.	PARTIES	The GRANTOR and the CONCESSIONAIRE



xix.	RELATED PARTIES	With regard to the BIDDER or CONCESSIONAIRE, any person from its ECONOMIC GROUP, as well as those considered as such by current accounting standards.
lxx.	ACCREDITED PARTICIPANT	Brokerage firms or distributors authorized to operate at B3, contracted by BIDDERS, by means of an intermediation contract, to represent them in all acts related to the BID at B3.
xxi.	INSURANCE PLAN	Document to be drawn up by the CONCESSIONAIRE containing a list of all the insurances that must be taken out, under the terms of the CONTRACT and ANNEX 6, subject to revision under the terms of the CONTRACT.
xxii.	CONCESSION TERM	The term shall be 30 (thirty) years, from the date of issue of the TERM OF DELIVERY OF THE PUBLIC PROPERTY, which shall occur upon fulfillment of the effectiveness conditions of the CONTRACT.
xxiii.	PRE-QUALIFICATION	Phase of the BID that precedes the PUBLIC SESSION, in which the documentation relating to the PROPOSAL GUARANTEE presented by the BIDDERS will be analyzed in order to qualify to participate in the other phases of the BID.
xxiv.	COMMERCIAL PROPOSAL	Proposal submitted by the BIDDER indicating the amount of the PUBLIC CONSIDERATION required to take over the CONCESSION.
xxv.	ECONOMIC AND FINANCIAL QUALIFICATION	Documentation required to prove economic and financial qualifications for contracting with the PUBLIC ADMINISTRATION.
xxvi.	TECHNICAL QUALIFICATIONS	Documentation attesting to the BIDDERS' technical capacity to contract and execute the CONTRACT, in accordance with the criteria set out in this PUBLIC NOTICE.
xxvii.	ANCILLARY REVENUE	Alternative, complementary or ancillary revenues, arising from the execution of ancillary activities, whose



		execution and sharing of results with the GRANTOR shall follow the provisions of sub-clauses 13.14 to 13.24 of the CONTRACT.
viii.	TAX AND LABOR COMPLIANCE	Attribute resulting from the presentation and acceptance of the documentation required to prove tax and labor qualifications for contracting with the PUBLIC ADMINISTRATION.
xix.	ACCREDITED REPRESENTATIVE	Representative authorized by the BIDDER to perform acts during the PUBLIC SESSIONS and at all stages of this BID.
xxx.	PUBLIC SESSION	On-site public session, to be held at B3's headquarters, to perform the acts pertaining to the BID.
xxi.	SPED	Public Digital Bookkeeping System.
xxii.	SUSEP	Superintendency of Private Insurance.
xxiii.	TERM OF DELIVERY OF THE PUBLIC PROPERTY	Document signed by the PARTIES that formalizes the transfer of direct possession and control of the CONCESSION AREA, allowing the CONCESSIONAIRE to start operating it, under the terms of the CONTRACT.
xxiv.	ESTIMATED CONTRACT VALUE	Amount corresponding to the projection of the sum of the total investments to be made by the CONCESSIONAIRE during the CONCESSION TERM, as provided for in the PUBLIC NOTICE and the CONTRACT.
xxv.	TECHNICAL VISIT	Visit to the CONCESSION AREA in order to enable the interested party to obtain the information and technical support it deems appropriate for the preparation of its COMMERCIAL PROPOSAL.
xxvi.	VISITOR	Any person who visits the CONCESSION AREA as of the date of issue of the TERM OF DELIVERY OF THE PUBLIC PROPERTY.

I – RULES OF INTERPRETATION

The following rules of interpretation must be observed:



- (i) Whenever the terms "PUBLIC NOTICE" or "CONTRACT" are used, the respective ANNEXES are considered to be included, regardless of any specific reference to them;
- (ii) The definitions in the PUBLIC NOTICE shall be applied equally in the singular and plural forms, except when the context does not allow such interpretation;
- (iii) The titles of the chapters and items of the PUBLIC NOTICE and the ANNEXES must not be used in their application or interpretation;
- (iv) In the event of any discrepancy between the standards set forth in legislation and in the PUBLIC NOTICE, the provisions contained in the legal, regulatory and technical standards in force shall prevail, except for the legal standards set forth in private law;
- (v) In the event of any discrepancy between the PUBLIC NOTICE and its ANNEXES, the provisions of the PUBLIC NOTICE shall prevail;
- (vi) In the event of any discrepancy between the CONTRACT and the PUBLIC NOTICE, the CONTRACT shall prevail;
- (vii) In the event of any discrepancy between the CONTRACT and its ANNEXES, the CONTRACT shall prevail;
- (viii) In the event of a discrepancy between:
 - (a) printed documents and those recorded on magnetic media, the printed texts will prevail;
 - (b) numbers and their long form, the long form shall prevail; and
 - (c) The standards governing this BID shall be interpreted in favor of broadening the competition, respecting equal opportunity among BIDDERS, provided that they do not compromise the public interest, the purpose and the security of the hiring.
- (ix) The deadlines set forth in this PUBLIC NOTICE shall be counted as follows:
 - (a) calendar days will be considered, unless express reference is made to business days;
 - (b) the starting date shall be excluded and the due date shall be included;
 - (c) deadlines will only start and expire on business days;
 - (d) days that are not Saturdays, Sundays or public holidays in the City of Porto Alegre will be considered business days; and
 - (e) the times set forth in this PUBLIC NOTICE refer to the official time in Brasilia.

CHAPTER I – GENERAL PROVISIONS

1. PURPOSE



- 1.1. The purpose of this BID is to select the most advantageous proposal for the signing of an administrative concession contract, the purpose of which is to carry out activities for the revitalization, urbanization, management, operation, restoration, maintenance, modernization and conservation of CAIS MAUÁ, the execution of MANDATORY INTERVENTIONS and MANDATORY SERVICES in the CONCESSION AREA, including the commercial exploitation of activities and events related to leisure, recreation, education, entertainment, gastronomy, sports, culture, events, tourism, commerce, nautical activities and the promotion of entrepreneurship, the creative economy and technological innovation, subject to the conditions set out in this PUBLIC NOTICE, the CONTRACT and ANNEXES.

2. VALIDITY AND TERM

- 2.1. The CONCESSION TERM is 30 (thirty) years, starting from the issuance of the TERM OF DELIVERY OF THE PUBLIC PROPERTY.
- 2.2. The TERM OF DELIVERY OF THE PUBLIC PROPERTY will be issued by the GRANTOR after compliance with the conditions of effectiveness, in accordance with the rules set out in the CONTRACT.
- 2.3. The period provided for in sub-item 2.1 may exceptionally be extended by 5 (five) years, up to a total of 35 (thirty-five) years, at the sole discretion of the GRANTOR, in order to restore the economic and financial equilibrium of the CONTRACT, in the cases provided for in the CONTRACT.

3. ESTIMATED VALUE OF THE HIRING

- 3.1. The ESTIMATED CONTRACT VALUE is BRL 352,999,828.12 (three hundred and fifty-two million, nine hundred and ninety-nine thousand, eight hundred and twenty-eight Brazilian reais and twelve cents), on the base date of April 30, 2022, corresponding to the projection of the sum of the total investments to be made by the CONCESSIONAIRE during the CONCESSION TERM.
- 3.2. The ESTIMATED CONTRACT VALUE is merely a reference, and may not be invoked by the BIDDER for the purposes of reestablishing the economic and financial equilibrium of the CONTRACT or as a parameter for any other purpose, with the exception of those expressly provided for in this PUBLIC NOTICE, such as the PERFORMANCE GUARANTEE, the PROPOSAL GUARANTEE and the fines provided for in the CONTRACT.
- 3.3. The ESTIMATED CONTRACT VALUE will be readjusted annually by the IPCA/IBGE, as of the publication of the CONTRACT in the DOE/RS.

4. INFORMATION AND CLARIFICATIONS TO THE PUBLIC NOTICE

- 4.1. Any interested party may submit a request for clarification and information on the PUBLIC NOTICE for the BID and ANNEXES, in accordance with the BID SCHEDULE, noting that:



- I. Interested parties may request additional information and clarifications on the PUBLIC NOTICE from CELIC up to 5 (five) business days before the DATE OF ENVELOPE SUBMISSION, through the electronic address concessao-celic@sogg.rs.gov.br, accompanied by the file containing the questions asked, in Word or PDF format, according to the template defined and presented in ANNEX 3, with the identification of the interested party's data;
 - II. Requests for information and clarification must be written in Portuguese;
 - III. Replies to clarifications will be published on the website www.celic.rs.gov.br, preferably within 3 (three) business days of receipt, limited to the last business day prior to the DATE OF ENVELOPE SUBMISSION;
 - IV. Each clarification requested will be assigned a specific number, in the form of the PUBLIC NOTICE, to be referred to in the responses by the GRANTOR;
 - V. Questions formulated in disagreement with the provisions of this section of the PUBLIC NOTICE will not be answered;
 - VI. Relevant clarifications, addenda or communications will become an integral part of this PUBLIC NOTICE, provided that the requirement set forth in sub-item 4.1.2 herein is fulfilled, binding the GRANTOR, the BIDDERS and the CONCESSIONAIRE for all purposes; and
 - VII. If there are no requests for clarification, it will be assumed that the information and elements made available in this PUBLIC NOTICE, CONTRACT and its ANNEXES are sufficient to allow the preparation of the COMMERCIAL PROPOSAL and the presentation of the QUALIFICATION DOCUMENTS and, consequently, to participate in the BID, which is why no further questions will be allowed.
- 4.1.1. At the discretion of the STANDING BIDDING COMMITTEE, periodic replies may be published, following the same formalities described in sub-item 4.1, to requests for clarification submitted by interested parties throughout the period from the publication of this PUBLIC NOTICE to the date specified in the aforementioned sub-item 4.1, item I.
 - 4.1.2. Only clarifications, addenda or notices published on the CELIC website (www.celic.rs.gov.br) in PDF format, containing the electronic signature, digital signature or identification by digital certification of the member of the STANDING BIDDING COMMITTEE designated to coordinate the work, shall be considered valid for the purposes of this BID.

5. CHALLENGES TO THE PUBLIC NOTICE

- 5.1. Any challenge to the PUBLIC NOTICE must be submitted no later than 3 (three) business days before the DATE OF ENVELOPE SUBMISSION, following the same procedure for submitting a request for clarification,



described in sub-item 4.1 of this PUBLIC NOTICE.

- 5.1.1. Only the replies to the challenges published in the form of sub-item 4.1.2 of this PUBLIC NOTICE will be considered valid for the purposes of this BID.
- 5.2. Challenges will be answered by the GRANTOR within 3 (three) business days of receipt, limited to the last business day prior to the DATE OF ENVELOPE SUBMISSION.
- 5.3. In accordance with the legal conditions, challenges must be submitted:
 - I. With a copy of the signatory's identity document, when made by an individual; and
 - II. With proof of legal representation powers, when made by a legal entity.
- 5.4. Electronic correspondence delivered after 6 p.m. Brasília time shall be deemed to have been delivered, for all purposes, including checking timeliness, on the immediately following business day.
- 5.5. No questions will be answered that do not relate to this BID, or that have been formulated in a manner other than that set out in sub-item 4.1 of this PUBLIC NOTICE.
- 5.6. The GRANTOR may, on its own initiative or as a result of responses to requests for clarification or objections, amend this PUBLIC NOTICE at any time by means of an erratum, to be published in the DOE/RS and in the other newspapers used to publicize the BID.
 - 5.6.1. If the alteration directly affects the formulation of the COMMERCIAL PROPOSAL, the PUBLIC NOTICE will be republished in order to guarantee interested parties the same deadlines as for the original acts and procedures, ensuring a minimum legal period of 25 (twenty-five) business days. In this case, the deadline for the TECHNICAL VISIT and for requesting clarifications will also be extended.

6. ACCESS TO TENDER INFORMATION AND TECHNICAL VISIT

- 6.1. The PUBLIC NOTICE, its spreadsheets and forms, information, studies and projects relating to the modeling of the Revitalization and Urbanization of CAIS MAUÁ can be obtained from www.celic.rs.gov.br.
- 6.2. Obtaining the PUBLIC NOTICE is not a condition for participation in the BID, but participation presupposes awareness and acceptance of all the terms and conditions set out therein.
- 6.3. Interested parties, at their own expense, may request a TECHNICAL VISIT to the CONCESSION AREA to be scheduled by the date set out in item 2 of Annex 2 of the Public Notice: Bid Schedule, by e-mail to gabinete@separ.rs.gov.br with the title "Scheduling a Technical Visit to Cais Mauá | Name of interested party", with an attached document, in PDF format, containing the indication and qualifications of the interested party's



representatives for the visit, accompanied by proof of their powers of representation.

- 6.3.1. The sole purpose of the TECHNICAL VISIT is to allow interested parties to become acquainted with and verify the existing infrastructure to be taken over by the CONCESSIONAIRE, in the physical and operational conditions in which it is located, as well as to verify in loco the conditions, nature and measurement of the materials and equipment necessary for the execution of the CONTRACT, so that the GRANTOR shall not be held liable for any insufficient technical data and subsidies gathered during the TECHNICAL VISIT.
- 6.3.2. The TECHNICAL VISIT will be coordinated by a representative of the Partnerships and Concessions Secretariat, who will make one or more technicians available to accompany the interested parties on site.
- 6.3.3. Once the electronic correspondence has been received and the necessary requirements indicated in this PUBLIC NOTICE have been met, an e-mail will be sent to the interested party to schedule the date and time of the TECHNICAL VISIT.
- 6.3.4. BIDDERS interested in taking part in the TECHNICAL VISIT must confirm their attendance 2 (two) business days in advance, in response to the scheduling e-mail.
- 6.4. The list of interested parties who carried out the TECHNICAL VISIT, as well as their representation, will be kept confidential by the GRANTOR until the date of the PUBLIC SESSION.
- 6.5. As many technical visits may be made as each interested party deems necessary, always accompanied by a representative of the Partnerships and Concessions Secretariat. To this end, the representatives appointed by the interested parties must present themselves at the location, on the date and at the time to be established in accordance with the requirement set out in this PUBLIC NOTICE.
- 6.6. The TECHNICAL VISIT is optional, and if the BIDDER chooses not to carry it out, it must submit a formal declaration signed by its technical manager about its full knowledge of the conditions and peculiarities of the contract, being fully responsible for obtaining the information and data necessary to formulate proposals and for their accuracy, so that it cannot, under any circumstances, claim ignorance of the conditions of execution of the CONTRACT, especially to request changes in prices, deadlines or obligations assumed, including allegations of contractual imbalance.
- 6.7. For the purposes of the BID and the execution of the CONTRACT, it will be considered that the COMMERCIAL PROPOSALS submitted have been drawn up with due knowledge of the CONCESSION AREA and its conditions, either from the TECHNICAL VISIT or from the presentation of a declaration of full knowledge of the CONCESSION AREA, signed by the technical manager, according to the template in APPENDIX M of ANNEX 4.

7. JUDGING CRITERIA – LOWEST AMOUNT OF PUBLIC CONSIDERATION



- 7.1. The judging criterion for this BID is the lowest amount of PUBLIC CONSIDERATION, as provided for in article 8, item I of the State PPP Law.
- 7.2. The MAXIMUM PUBLIC CONSIDERATION will be BRL 144,883,080.00 (one hundred and forty-four million, eight hundred and eighty-three thousand and eighty Brazilian reais).
- 7.3. Subject to the maximum amount of the MAXIMUM PUBLIC CONSIDERATION, the BIDDER may propose any amount as a PUBLIC CONSIDERATION, including zeroing the PUBLIC CONSIDERATION or even presenting a negative PUBLIC CONSIDERATION.

CHAPTER II – BID REGULATIONS

8. CONDITIONS OF PARTICIPATION

- 8.1. Companies and legal entities, including investment funds, national or foreign, acting alone or in CONSORTIUM, which fully comply with all the terms and conditions of this PUBLIC NOTICE, may participate in the BID.
- 8.2. The following interested parties may not participate in the BID, either alone or in a CONSORTIUM, in accordance with the terms of this PUBLIC NOTICE:
 - I. Those whose administrator, owner or partner with management power is a family member (spouse, partner or relative in a straight or collateral line, by consanguinity or affinity, up to and including the third degree) of a public agent, provides services or develops a project in the State Public Administration Body or Entity in which the latter holds a commissioned position or position of trust through an outsourced service contract; contracts pertaining to works, services and the acquisition of goods; or agreements and equivalent instruments, in compliance with the provisions of article 8 of Decree 48.705/2011 of the State of Rio Grande do Sul;
 - II. Those whose manager(s) or technical manager(s) is (are) or has (have) been, in the last 180 (one hundred and eighty) days prior to the date of publication of the PUBLIC NOTICE, a civil servant(s) occupying a position(s) or job(s) in the contracting bodies or entities or those responsible for the BID, or public agent(s) prevented from contracting with the Direct and Indirect Public Administration of the State of Rio Grande do Sul by constitutional or legal prohibition;
 - III. Those whose CONTROLLED COMPANY, PARENT COMPANY or entity under common CONTROL participates as a BIDDER in a different CONSORTIUM;
 - IV. Those who, alone or in a CONSORTIUM, have participated directly or indirectly in the modeling studies and in the preparation of the PUBLIC NOTICE and the CONTRACT as consultants;
 - V. Those who, directly or indirectly, maintain a partnership or hold an interest with a civil servant or manager of the body, contracting entity or the entity responsible for the BID, considering indirect participation



the existence of any link of a technical, commercial, economic, financial or labor nature with the BIDDER or RELATED PARTIES;

- VI. Those who do not meet the conditions set out in this PUBLIC NOTICE or do not present the documents required therein;
- VII. Those that participate as a CONSORTIUM MEMBER in more than one CONSORTIUM, or individually in more than one COMMERCIAL PROPOSAL;
- VIII. Those that are bankrupt, subject to creditors' proceedings, insolvency, dissolution or liquidation;
- IX. Those that are in judicial or extrajudicial reorganization, without an accepted or approved reorganization plan, as the case may be;
- X. Those who are registered in the Registry of Suppliers Prevented from Bidding and Contracting with the State Public Administration – CFIL/RS;
- XI. Those who are serving a sentence preventing them from bidding and contracting with the direct or indirect administration of the State of Rio Grande do Sul, arising from article 156, item III or IV, of Federal Law No. 14.133/2021, article 7, of Federal Law No. 10.520/2002, or article 47, of Federal Law No. 12.462/2011;
- XII. Those that have a record of a sanction, with the effect of preventing participation in this BID or contracting, in the CEEP referred to in article 35 of State Law No. 15.228/2018;
- XIII. Those who has been prohibited from contracting with the State of Rio Grande do Sul due to a conviction for an act of administrative misconduct, under the terms of article 12 of Federal Law No. 8.429/1992;
- XIV. Those who have been temporarily suspended, impeded or declared unfit to bid or contract with the PUBLIC ADMINISTRATION, for disobedience to the Access to Information Law, under the terms of article 33, items IV and V, of Federal Law No. 12.527/2011;
- XV. Those who have been prohibited by the CADE Plenary from participating in bids promoted by the state public administration, due to the practice of infringement of the economic order, under the terms of article 38, item II, of Federal Law No. 12.529/2011;
- XVI. Those who have been declared unfit to bid or contract with the PUBLIC ADMINISTRATION of any federative entity, as provided for in article 156, item IV, of Federal Law No. 14.133/2021;
- XVII. Those who have been sentenced by a final judgment to an interdiction of rights for committing environmental crimes, as stipulated in article 10 of Law No. 9.605/1998;
- XVIII. Those who have been contracted by the BNDES to prepare the studies



that served as the basis for structuring this CONCESSION;

- XIX. Those who have a technical, commercial, economic, financial or labor relationship with the legal entity referred to in item XVIII above, related to the evaluation of the CONCESSION and/or the formulation of a proposal in this BID;
 - XX. Those who are included in the STATE CADIN, provided for in State Law No. 10.697/1996; and
 - XXI. Those who are included in the National Registry of Civil Convictions for Acts of Administrative Misconduct and Ineligibility – CNIA, of the National Council of Justice.
- 8.3. The restrictions set out in items XVIII and XIX of sub-item 8.2 above also apply to the PARENT COMPANIES, CONTROLLED COMPANIES, RELATED COMPANIES and/or entities under common CONTROL of the legal entities contracted by the BNDES for the structuring of this CONCESSION, as well as to individuals and other legal entities that have participated in the preparation of the technical studies carried out for the structuring of this CONCESSION.
- 8.4. Participation in the BID implies full and unconditional acceptance of all the terms, provisions and conditions of the PUBLIC NOTICE, the ANNEXES, the CONTRACT and the ANNEXES to the CONTRACT, as well as the other rules applicable to the BID.
- 8.5. BIDDERS are responsible for analyzing the conditions of the respective object of the BID and all data and information on the CONCESSION, as well as for examining all instructions, conditions, requirements, laws, decrees, rules, specifications and regulations applicable to the tender and the CONCESSION, and must bear their respective costs and expenses.

Participation of Foreign Bidders

- 8.6. If the BIDDER is a foreign company, the following rules must be observed, without prejudice to others in the rest of the PUBLIC NOTICE:
- 8.6.1. Present, both for individual participation and in a CONSORTIUM, the documents equivalent to the QUALIFICATION DOCUMENTS, authenticated by the Brazilian consular authority of their country of origin and translated by a sworn translator.
 - 8.6.1.1. Foreign companies from signatory states of the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, enacted in Brazil by Decree No. 8.660/2016, may replace the need for authentication by the respective consulate, referred to in sub-item 8.6.1 above, by affixing the apostille referred to in said Convention, where applicable.
 - 8.6.1.2. The documentation and the respective apostille must be translated by a sworn translator and notarized.
 - 8.6.2. Submit a declaration in accordance with APPENDIX I – Declaration of Foreign Bidders in ANNEX 4, certifying the correlation between the



legal administrative documents and their validity, normally required in bids in Brazil and the corresponding documents in the country of origin, in which case this document may be replaced by an official declaration from the consular representation of the country of origin.

- 8.6.3. Equivalent qualification documents must be presented in such a way that their validity and enforceability can be analyzed.
- 8.6.4. In the event that the BIDDER does not have documents equivalent to those requested in this PUBLIC NOTICE or a body or bodies in the country of origin to authenticate them, it must submit a declaration stating this fact, in accordance with APPENDIX J - Declaration of Absence of Equivalent Document from ANNEX 4.
- 8.6.5. Foreign BIDDERS will be held civilly, administratively and criminally liable for the veracity of the aforementioned statements.

Participation in a Consortium

- 8.7. If the BIDDER is a CONSORTIUM, the following rules must be observed, without prejudice to others in the rest of the PUBLIC NOTICE:
 - 8.7.1. Each CONSORTIUM MEMBER must individually meet the requirements regarding LEGAL QUALIFICATION, TAX AND LABOR REGULARITY and ECONOMIC AND FINANCIAL QUALIFICATION set out in the PUBLIC NOTICE;
 - 8.7.2. The TECHNICAL QUALIFICATION requirements must be met by the CONSORTIUM, through any of the CONSORTIUM MEMBERS, alone, as provided for in item 14 of this PUBLIC NOTICE;
 - 8.7.3. The declassification or disqualification of any CONSORTIUM MEMBER will entail the automatic declassification or disqualification of the CONSORTIUM;
 - 8.7.4. There is no limit on the number of CONSORTIUM MEMBERS to form a CONSORTIUM;
 - 8.7.5. No BIDDER may participate in more than one CONSORTIUM, either directly or through RELATED PARTIES;
 - 8.7.6. Participation in a CONSORTIUM prevents the BIDDER from participating in the BID on its own, directly or through RELATED PARTIES;
 - 8.7.7. The inclusion, substitution, withdrawal or exclusion of CONSORTIUM MEMBERS will not be permitted, nor will any change in the proportion of participation of the CONSORTIUM MEMBERS, from the date of submission of the volumes until the date of publication of the extract of the CONTRACT in the DOE/RS, at which point the contractual rules for any change in the corporate composition of the CONCESSIONAIRE must be observed;
 - 8.7.8. The participation of a CONSORTIUM formed exclusively by foreign



companies will be allowed; and

8.7.9. The participation of BIDDERS in a CONSORTIUM regime is subject to the presentation of a public or private Term of Commitment to Form a Specific Purpose Company, such as the template provided in ANNEX 9, signed by the CONSORTIUM MEMBERS.

8.8. The practice of acts by BIDDERS at each stage of the BID is subject to preclusion, and the exercise of faculties referring to stages already consummated in the bidding process is prohibited, except in the cases allowed in the PUBLIC NOTICE.

9. GENERAL FORECASTS

9.1. It will be up to each BIDDER to carry out, at its own risk, surveys and studies, as well as to develop projects to support the presentation of the COMMERCIAL PROPOSALS.

9.2. Any discrepancies that may arise in relation to the application of the PUBLIC NOTICE, for the purposes of interpreting the rules pertaining to the BID procedure, shall be resolved in accordance with the provisions contained in the following documents, in the following order:

I. PUBLIC NOTICE;

II. CONTRACT; and

III. ANNEXES.

9.3. The STANDING BIDDING COMMITTEE may, at any stage of the BID, carry out a diligence to clarify or supplement the instruction of the process, and may also proceed in accordance with the provisions of the sub-items below:

9.3.1. Request from the BIDDERS, at any time, clarifications on the COMMERCIAL PROPOSAL, PROPOSAL GUARANTEE and/or QUALIFICATION DOCUMENTS submitted, admitting the rectification of faults, the supplementation of insufficiencies or even corrections of a formal nature, provided that the missing elements can be submitted within a maximum period of 2 (two) business days, under penalty of declassification or disqualification of the BIDDER.

9.3.1.1. In honor of the instrumentality of forms and in order to increase the competitiveness of the bidding process, flaws, insufficiencies or inaccuracies of a formal nature contained in the COMMERCIAL PROPOSAL, PROPOSAL GUARANTEE and/or in the QUALIFICATION DOCUMENTS that do not compromise the assessment of the BIDDER's qualification or the understanding of the content of its COMMERCIAL PROPOSAL will not result in its declassification or disqualification.

9.3.1.2. The STANDING BIDDING COMMITTEE may correct errors or flaws that do not alter the substance of the documents or their legal validity, by means of a reasoned order that is recorded and accessible to all, making them effective for the



purposes of qualification and classification.

- 9.3.2. Extend the deadlines set out in the PUBLIC NOTICE in the event of public interest, unforeseeable circumstances or force majeure, without BIDDERS being entitled to compensation or reimbursement of costs and expenses under any circumstances.
- 9.4. The substitution or submission of new documents within the time limit provided for in the sub-item 9.3.1 will only be allowed to remedy the insufficiency of documents already submitted and provided that it is necessary to ascertain the factual situation already existing on the date of submission of the COMMERCIAL PROPOSALS, and/or to update documents whose validity has expired after the date of receipt of the COMMERCIAL PROPOSALS.
- 9.5. Throughout the procedure, B3 employees may assist the STANDING BIDDING COMMITTEE to the extent that their work is requested.

10. REPRESENTATION OF BIDDERS

- 10.1. The BIDDER will be represented exclusively by its ACCREDITED REPRESENTATIVES or by the ACCREDITED PARTICIPANT, if contracted, in accordance with B3's Procedures Manual, corresponding to ANNEX 10.
- 10.2. The BIDDER will be prohibited from recording its observations in the minutes, initialing or becoming aware of documents, as well as speaking or performing any other acts during the PUBLIC SESSION that are not carried out through its ACCREDITED REPRESENTATIVE or through an ACCREDITED PARTICIPANT, if contracted.

Accredited Representatives

- 10.3. Each BIDDER may have up to 2 (two) ACCREDITED REPRESENTATIVES.
- 10.4. Proof of the powers of representation of the ACCREDITED REPRESENTATIVES will be provided in accordance with items 12 and 15, by submitting the following ACCREDITATION DOCUMENTS, which must be submitted in ENVELOPE A:
- I. In the case of an individual BIDDER, a power of attorney proving powers to carry out, on behalf of the BIDDER, all acts relating to the BID, based on the templates in ANNEX 4, APPENDIX F or APPENDIX G;
 - II. In the case of a CONSORTIUM, a power of attorney granted by the leading company accompanied by the Term of Commitment for the Incorporation of a Special Purpose Company, as per ANNEX 9; and
 - III. Documents proving the powers of the grantors of the ACCREDITED REPRESENTATIVE's power of attorney, observing the following:
 - a. In the case of simple and limited companies, the articles of association, duly registered with the Board of Trade;



- b. In the case of public limited companies, bylaws accompanied by (a) the minutes of the shareholders' meeting that elected the current executive board, duly registered with the board of trade, in the case of companies that do not have a board of directors; or (b) the minutes of the meeting of the board of directors that elected the current executive board, duly registered with the board of trade, in the case of companies that have a board of directors, accompanied by the minutes of the shareholders' meeting that elected the members of the board of directors, duly registered with the board of trade;
 - c. In the case of investment funds, (a) proof of registration of the investment fund with the CVM; (b) articles of incorporation with the last amendment filed with the competent body; (c) regulations and amendments, if any, duly registered with the Registry of Deeds and Documents and/or the CVM's computerized system, in compliance with the terms of Circular Letter No. 12/2019/CVM/SIN; (d) proof of registration of the administrator and, if any, the investment fund manager, with the CVM; (e) proof of election of the administrator's representatives.
- 10.5. Each ACCREDITED REPRESENTATIVE may only represent one BIDDER.
- 10.6. The ACCREDITED REPRESENTATIVE must carry a valid identification document at the PUBLIC SESSION.
- 10.7. At any time during the bidding process, the BIDDER may appoint or replace its ACCREDITED REPRESENTATIVE(S) by submitting the documents listed in the sub-item 10.4.

The Accredited Participant

- 10.8. BIDDERS may, at their discretion, enter into an intermediation contract with an ACCREDITED PARTICIPANT, and such contracting, if it is the BIDDERS' option, must be carried out under the terms of B3's Procedures Manual, which constitutes ANNEX 10.
- 10.9. The ACCREDITED PARTICIPANTS, if contracted, shall represent the BIDDERS before B3, in the delivery of the ENVELOPES and in the intermediation of the delivery of live bids, if any, in the PUBLIC SESSION.
- 10.10. The PARTICIPANT ACCREDITED by the GRANTEE will be responsible for paying the compensation due to B3, in accordance with sub-item 18.5, item VII, line "c" of this PUBLIC NOTICE.
- 10.11. Each ACCREDITED PARTICIPANT may only represent a single BIDDER and each BIDDER may only be represented and participate in the BID through a single ACCREDITED PARTICIPANT.
- 10.12. The intermediation contract between the ACCREDITED PARTICIPANT and the BIDDER must be included in ENVELOPE A, accompanied by proof of the powers of its signatories, as well as the other corporate acts necessary to verify the terms of exercise of the powers of the grantors and grantees,



observing the specific rules on the powers of ACCREDITED PARTICIPANTS, under the terms of ANNEX 10.

11. HOW TO SUBMIT THE ENVELOPES

- 11.1. ENVELOPES A, B and C, containing, respectively, the PRE-QUALIFICATION, the COMMERCIAL PROPOSAL and the QUALIFICATION DOCUMENTS must be delivered directly and in person to the STANDING BIDDING COMMITTEE on the DATE OF ENVELOPE SUBMISSION, by identified carrier or through the ACCREDITED PARTICIPANT, under the terms of sub-item 10.8 et seq.
- 11.2. The BIDDER must present in ENVELOPE A the documents capable of proving the powers of the ACCREDITED REPRESENTATIVES and of the ACCREDITED PARTICIPANT, if contracted, as described in item 10 of this PUBLIC NOTICE.
- 11.3. The ENVELOPES must be identified on their cover as follows:

ENVELOPE ["A" (PRE-QUALIFICATION), "B" (COMMERCIAL PROPOSAL) or "C" (QUALIFICATION DOCUMENTS)]

**Public Notice for International Bid Process No. [---]/2023 - Administrative Concession for the Revitalization of Cais Mauá
[COMPANY NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, IN THIS CASE INDICATING THE LEADING COMPANY]**

[NAME OF ACCREDITED REPRESENTATIVE]

Address:

Phone:

Email:

[NAME OF ACCREDITED PARTICIPANT, IF APPLICABLE]

Address:

Phone:

- 11.4. Each of the ENVELOPES A, B and C must be submitted in 2 (two) physical copies, observing the provisions of sub-item 11.11 below, with all the pages with content numbered sequentially, so that the numbering of the last page reflects the total number of pages with content in the ENVELOPE.
 - 11.4.1. Each copy will contain, as the last page with content, its own closing statement indicating the number of pages in the copy, including the closing statement page, which must also be numbered.
 - 11.4.2. The copies of each of the ENVELOPES must bear, in addition to the identification mentioned in sub-item 11.4.1, the subheadings "1st copy" and "2nd copy", respectively.
 - 11.4.3. All documents in the 1st copy may be presented in their original form, certified copy or copy with a declaration of authenticity by a lawyer under his personal responsibility, except when required by this PUBLIC NOTICE to be presented exclusively in their original form, and simple copies may be presented in the 2nd copy.



- 11.4.3.1. The PROPOSAL GUARANTEE must be delivered upon submission of the original documents in the first copy.
- 11.4.4. The documents in the "2nd copy" may be submitted as a simple copy, representing a faithful reproduction of the documents presented in the "1st copy" of the ENVELOPES.
- 11.4.5. The name and position of the signatory of the declarations and other documents referred to in this PUBLIC NOTICE must be identified.
- 11.4.6. No notarization will be required, except in the event of doubt as to authenticity or as a result of a legal requirement, as the case may be.
- 11.4.7. Electronic signatures will be accepted on the declarations and other documents referred to in this PUBLIC NOTICE, including the PROPOSAL GUARANTEE, whereas:
 - 11.4.7.1. the electronic signature must be one made by means of a digital certificate, which has the attributes of authenticity, integrity, reliability and non-repudiation, made available by and within the parameters of the Public Key Infrastructure - ICP Brasil, in accordance with article 12, paragraph 2, of Federal Law No. 14.133/2021; and
 - 11.4.7.2. the document must contain means of verifying its authenticity, including, but not limited to, QR Codes and codes for validating links to sites expressly indicated in the document in question.
- 11.5. All the pages of the documents in the "1st copy" of each of the ENVELOPES must be initialed by a legal representative of the BIDDER.
- 11.6. One of the legal representatives of the BIDDER or its ACCREDITED PARTICIPANT must initial the seal of each of the ENVELOPES indicated in the sub-item 11.3, inserting their date and time in their own handwriting next to the initials.
- 11.7. All documents with templates listed in the ANNEXES to this PUBLIC NOTICE must be submitted in accordance with the templates provided, for the purposes of standardization.
- 11.8. All documents must be presented in clear language, without any amendments, erasures, interlineations or reservations, and must comply with the following rules regarding language:
 - 11.8.1. All documents relating to the BID must be submitted in Portuguese, the language in which all documentation submitted will be understood and interpreted;
 - 11.8.2. In the case of documents in a foreign language, they will only be considered valid if duly translated into Portuguese by a sworn and consularized public translator, subject to the provisions of sub-item 11.8.3 below; and



- 11.8.3. Signatories to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, signed by the Federative Republic of Brazil in The Hague on October 5, 1961, will be subject to the rules set out in Decree No. 8.660, dated January 29, 2016, insofar as it is applicable, and the obligation to have the documents translated by a sworn translator will remain.
- 11.9. BIDDERS shall be responsible for all costs and efforts related to the preparation and presentation of the ENVELOPES, and the GRANTOR shall not be liable for such costs under any circumstances, regardless of the procedures adopted in the BID or its results.
- 11.10. If the document is a copy of the Official Register or newspaper, it must be printed in such a way that it can be read and the date, section and page of the edition in which it was published can be identified.
- 11.11. All documentation that BIDDERS submit in printed form must be accompanied by a true copy, in magnetic pen-drive format, in non-editable PDF files (Adobe Acrobat), which must be part of each "1st copy" ENVELOPE of documents.
- 11.11.1. The submission on magnetic media must correspond to a specific pen drive for the documentation in each ENVELOPE.
- 11.11.2. The pen drives must be labeled with the name of the BIDDER, the number of the PUBLIC NOTICE and the "1st copy" ENVELOPE to which they refer (A, B or C).
- 11.11.3. BIDDERS may submit digital documents in addition to the true copy mentioned in 11.11.
- 11.12. In the event of a discrepancy between the printed documents and those recorded on magnetic media, the printed texts shall prevail. Documents saved in PDF will take precedence over editable media.
- 11.13. All documents and certificates presented in this BID must be presented within their respective validity periods.
- 11.14. Certificates delivered without an express expiration date will be accepted if they were issued up to 90 (ninety) days before the DATE OF ENVELOPE SUBMISSION, unless another validity date is established by law.
- 11.15. All documents containing amounts expressed in foreign currency will have the amounts converted into national currency (Brazilian real) by applying the exchange rate (PTAX) for sale, published by the Central Bank of Brazil, on the date of the document.
- 11.16. Unopened ENVELOPES may be withdrawn by the BIDDERS within 30 (thirty) days of the publication of the extract of the CONTRACT in the DOE/RS. If they are not withdrawn within this period, they will be rendered unusable, regardless of any warning or notification.
- 11.17. All ENVELOPES presented in the BID, as well as their contents, after they have been opened in the PUBLIC SESSION, must be initialed by the



STANDING BIDDING COMMITTEE.

- 11.18. Detailed minutes will be drawn up of all the PUBLIC SESSIONS for receiving and opening ENVELOPES, to be signed by the members of the STANDING BIDDING COMMITTEE, with the possibility of signature by the BIDDERS' ACCREDITED REPRESENTATIVES.
- 11.19. The correction of formal defects in the documents submitted by the BIDDERS will be allowed if they can be corrected within the 2 (two) business days provided for in sub-item 9.3.1, without prejudice to the bidding process underway, in compliance with the principle of the instrumentality of forms.
- 11.20. Exchanging the contents of any of the ENVELOPES will result in the BIDDER being disqualified.

Documentation to be submitted by foreign Bidders

- 11.21. Foreign BIDDERS, in order to participate in the BID, under the terms of the applicable legislation, must be represented by a person legally accredited and domiciled in Brazil, with express powers, through a power of attorney by public or private instrument, with the signature recognized as true by a notary or other entity in accordance with the legislation applicable to the documents, to receive summons and respond administratively and judicially in Brazil, as well as to represent it in all phases of the process, conditions that must be expressly indicated in the documents presented during accreditation.
- 11.22. The documents of foreign BIDDERS will be presented as follows:
 - I. COMMERCIAL PROPOSALS, as well as all correspondence, information and communications relating to the BID procedures, must be written in Portuguese, the official language of this BID, and have the values expressed in national currency (Brazilian real);
 - a. All documentation submitted by foreign BIDDERS must be understood and interpreted according to that language.
 - II. Documents of foreign origin submitted in other languages must be certified by the notary public of the country of origin, authenticated by the Brazilian Consulate General of the country of origin or, in the case of sub-item 8.6.1, duly apostilled, and accompanied by the respective translation into Portuguese carried out by a sworn translator registered with any of the Boards of Trade in Brazil, except in the case of catalogs, publications, manuals, technical reports and the like.
 - a. QUALIFICATION DOCUMENTS of foreign origin submitted in other languages and not accompanied by a sworn translation into Brazilian Portuguese will not be considered for the purposes of evaluation and judgment.
- 11.22.1. If any of the BIDDERS raises a material discrepancy between a document in the original language and its translation, the STANDING



BIDDING COMMITTEE may take the necessary steps to ascertain the actual content of the document, and the BIDDER who has demonstrably presented a discrepant translation in order to benefit from it will be disqualified, without prejudice to the execution of the PROPOSAL GUARANTEE and the application of the competent civil, criminal and administrative sanctions.

- 11.22.2. In the event of a discrepancy between the document in the original language and the translation, identified by the STANDING BIDDING COMMITTEE through due diligence, or upon consideration of any appeal, the original text shall prevail.

12. ENVELOPE A – PRE-QUALIFICATION

- 12.1. BIDDERS must prove PRE-QUALIFICATION, in accordance with the schedule set forth in ANNEX 2 to this PUBLIC NOTICE, under the terms of article 6, item II of the State PPP Law.
- 12.2. PRE-QUALIFICATION will be proven by the submission of the PROPOSAL GUARANTEE, which may, at the BIDDER'S option, be provided in one of the following ways:
- I. Cash deposit;
 - II. Federal public debt securities;
 - III. Guarantee insurance; or
 - IV. Bank guarantee.
- 12.3. The PROPOSAL GUARANTEE must be BRL 3,529,998.28 (three million, five hundred and twenty-nine thousand, nine hundred and ninety-eight Brazilian reais and twenty-eight cents), corresponding to 1% (one percent) of the ESTIMATED CONTRACT VALUE.
- 12.4. ENVELOPE A – PRE-QUALIFICATION must contain the documents indicated in sub-item 12.19 and, as the case may be:
- I. The documents representing the transfer of public securities as collateral to the GRANTOR, in accordance with this PUBLIC NOTICE and the applicable legislation;
 - II. The bank guarantee instrument;
 - III. The guarantee insurance policy; or
 - IV. Proof of deposit in Brazilian reais in accordance with 12.9.7.
- 12.4.1. The submission of the PROPOSAL GUARANTEE in the form of Federal Public Debt Securities will be confirmed by the STANDING BIDDING COMMITTEE, with the assistance of B3, digitally through the system, and it is not necessary to present a document within the volume, as detailed in ANNEX 10.



- 12.5. The PROPOSAL GUARANTEE must be valid for at least 1 (one) year from the DATE OF ENVELOPE SUBMISSION, and the BIDDER must, if necessary, provide proof of its renewal to the STANDING BIDDING COMMITTEE no later than 15 (fifteen) days before the expiration of this period, under penalty of loss of this qualification condition and consequent disqualification from the tender.
- 12.5.1. In the case of a guarantee insurance policy, in compliance with SUSEP Circular 662/2022, or any regulation that replaces it, the policy must include the 24 (twenty-four) hour start and end dates.
- 12.6. In the event of renewal, the PROPOSAL GUARANTEE will be readjusted by the variation in the IPCA/IBGE, in the period between two months prior to the DATE OF ENVELOPE SUBMISSION and the last index officially published prior to the renewal of the PROPOSAL GUARANTEE.
- 12.6.1. The maintenance of the BIDDER's qualification conditions is subject to the regular renewal of the PROPOSAL GUARANTEE, referred to in sub-items 12.5 and 12.6.
- 12.7. B3 will assist the STANDING BIDDING COMMITTEE in analyzing the regularity and effectiveness of the PROPOSAL GUARANTEES submitted and will inform BIDDERS of the result of this analysis, in accordance with the schedule set out in ANNEX 2.
- 12.8. The PROPOSAL GUARANTEE must be provided for the benefit of the GRANTOR.
- 12.8.1. The BIDDERS are fully responsible for proving the existence and sufficiency of the PROPOSAL GUARANTEE provided for the purposes of this BID, and the BIDDERS must submit the necessary documentation for this purpose, under penalty of ineffectiveness of the provision of the guarantee and other applicable consequences, including the possible disqualification of the BIDDER.
- 12.9. BIDDERS must also comply with the following conditions when submitting the PROPOSAL GUARANTEE:
- 12.9.1. PROPOSAL GUARANTEES submitted in the form of guarantee insurance and bank guarantee must present the minimum content applicable according to the form chosen, or follow the template in ANNEX 10 respectively, in their original form, and copies of any kind will not be accepted on the first copy, although insurance guarantee policies containing digital certification may be submitted.
- 12.9.1.1. PROPOSAL GUARANTEES must have their value expressed in Brazilian reais, as well as the signature of the administrators of the issuing company, which may be digitally certified in the case of a policy issued in this way.
- 12.9.2. In the event that the PROPOSAL GUARANTEE is provided by means of guarantee insurance, the policies must be contracted with insurers and reinsurers authorized by SUSEP, subject to the terms of the latter's normative acts.



- 12.9.3. In the event that guarantee insurance or a bank guarantee is used as a form of PROPOSAL GUARANTEE, the BIDDER must be listed as the borrower/guarantor and the GRANTOR will be listed as the sole beneficiary of the instrument, as well as in its successive renewals or extensions, if any.
- 12.9.4. In the event that the PROPOSAL GUARANTEE is provided in public debt securities, only Prefixed Treasury Bills (Letras do Tesouro Nacional – LTN), SELIC Treasury Bills (Letras Financeiras do Tesouro – LFT), IPCA+ Treasury Bills (Notas do Tesouro Nacional – Série B – NTN-B), IGPM+ Treasury Bills with Half-Yearly Interest (Notas do Tesouro Nacional – Série C – NTNC) or Prefixed Treasury Bills with Half-Yearly Interest (Notas do Tesouro Nacional – Série F – NTN-F) will be accepted.
- 12.9.5. The securities must be issued in book-entry form, through registration in a centralized settlement and custody system authorized by the Central Bank of Brazil.
- 12.9.6. In the event that the PROPOSAL GUARANTEE is provided by means of public debt securities, the economic value, as defined by the Ministry of Economy and calculated by B3, will be taken into account for the purposes of calculating the minimum value, pursuant to sub-item 12.3.
- 12.9.7. The PROPOSAL GUARANTEE, in national currency, must be paid within 24 hours (twenty-four hours) before the DATE OF ENVELOPE SUBMISSION, by means of a Collection Form. To issue the Form, the bidder must go to the following website: https://www.sefaz.rs.gov.br/SAR/GAU-EMI-TAX_1.aspx and fill in the fields as follows:

State Body: SECRETARIA DE PLANEJAMENTO GOVERNANÇA E GESTÃO

Service Provider: SUBSECRETARIA DO PATRIMÔNIO DO ESTADO

Service charge: OUTRAS RECEITAS – FEGEP

- 12.9.7.1. Proof of payment must be physically submitted, otherwise the guarantee will be ineffective.
- 12.10. The PROPOSAL GUARANTEE must be accompanied by a cover letter in accordance with the template in ANNEX 7.
- 12.10.1. If the BIDDER participates alone, the PROPOSAL GUARANTEE must be submitted in its own name.
- 12.10.2. If the BIDDER is an investment fund, the PROPOSAL GUARANTEE must be provided by its administrator or manager, as provided for in the fund's regulations, with the fund's corporate name and CNPJ being included in the guaranteed object.
- 12.10.3. If the BIDDER is a CONSORTIUM, the PROPOSAL GUARANTEE may



be submitted in the name of one or more CONSORTIUM MEMBERS, and/or be issued individually by each of the members of the CONSORTIUM, regardless of their percentage of participation in the CONSORTIUM, observing, in any case, the total amount required in sub-item 12.3.

12.10.4. In all cases, the PROPOSAL GUARANTEE of the CONSORTIUM must comply with the following:

- I. the PROPOSAL GUARANTEE must ensure the liability of the CONSORTIUM, and it is forbidden for the instrument to guarantee only the participation of the CONSORTIUM MEMBERS;
- II. the name of the CONSORTIUM, the corporate names of all the consortium members and their respective CNPJs, as well as an indication of the percentage of participation must appear in the PROPOSAL GUARANTEE, especially in the case of Guarantee Insurance and Bank Guarantee;
- III. PROPOSAL GUARANTEES that use the corporate name of the CONSORTIUM as the borrower/guarantor/owner/depositary will not be accepted, as the borrower/guarantor/owner/depositary must necessarily be one or more members of the CONSORTIUM that has legal personality.

12.10.5. In the case of sub-item 12.10.4, the BIDDER must state, in the case of a guarantee insurance or a bank guarantee, the composition of the CONSORTIUM, indicating the name of the CONSORTIUM, the corporate names of all the CONSORTIUM MEMBERS and their respective CNPJs.

12.10.6. In the event of sub-item 12.10.4, the CONSORTIUM MEMBERS may opt for different types of guarantees, provided that they are allowed by sub-item 12.4.

12.10.7. The PROPOSAL GUARANTEE provided by the winning bidder may be converted into a CONTRACT PERFORMANCE GUARANTEE and must be supplemented when necessary.

12.10.8. If the PROPOSAL GUARANTEE expires before the CONTRACT PERFORMANCE GUARANTEE is submitted, the bidder wishing to remain in the tender will be obliged to renew it.

12.11. The PROPOSAL GUARANTEE will be returned within 10 (ten) business days from the date the CONTRACT is signed.

12.11.1. The PROPOSAL GUARANTEE must also be returned to the winning BIDDER, under the terms of sub-item 12.11, if it is not converted into a CONTRACT PERFORMANCE GUARANTEE.

12.12. Maintenance of the BIDDER'S QUALIFICATION CONDITIONS is conditional on regular renewal of the respective PROPOSAL GUARANTEE, under the terms set out in sub-item 12.6.1.



- 12.13. The PROPOSAL GUARANTEE may be forfeited in the event of total or partial default, by the BIDDERS, of the obligations assumed by them by virtue of their participation in the BID, upon notification, by the STANDING BIDDING COMMITTEE, to the defaulting BIDDERS, without prejudice to the application of the other penalties provided for in the PUBLIC NOTICE, in the CONTRACT and in the legislation, including, but not limited to, the following hypotheses:
- I. Submission by the GRANTEE of a COMMERCIAL PROPOSAL that does not meet the requirements established in this PUBLIC NOTICE and in the applicable legislation;
 - II. Submission by the GRANTEE of QUALIFICATION DOCUMENTS that do not comply with the provisions of the PUBLIC NOTICE, with the exception of the provisions of sub-item 9.3;
 - III. Failure by the GRANTEE to comply with its obligations prior to entering into the CONTRACT;
 - IV. Refusal by the GRANTEE to enter into the CONTRACT;
 - V. Practice, by the BIDDER, of acts aimed at frustrating the objectives of the BID;
 - VI. Coverage of any fines, penalties and indemnities owed by BIDDERS to the GRANTOR as a result of conduct committed during their participation in the BID, without prejudice to the application of other penalties and residual liability for the amount exceeding the PROPOSAL GUARANTEE;
 - VII. Request to withdraw its COMMERCIAL PROPOSAL during the period of its validity;
 - VIII. Failure to renew the validity of the PROPOSAL GUARANTEE of the COMMERCIAL PROPOSAL or other document, within the time limits, conditions and rules established in the PUBLIC NOTICE;
 - IX. Refusal to make full and timely payment of the amounts provided for in this PUBLIC NOTICE (even if the refusal is only by a member of a CONSORTIUM); and
 - X. Refusal to provide clarifications and documents or to comply with the requirements requested by the STANDING BIDDING COMMITTEE, within the deadlines determined by it and in accordance with the terms of this PUBLIC NOTICE.
- 12.14. Enforcement of the PROPOSAL GUARANTEE must be preceded by notification of the default to the BIDDER, who is entitled to a prior defense.
- 12.15. The PROPOSAL GUARANTEE may not contain a clause excluding any liability incurred by the guarantor in relation to participation in the BID, subject to any exceptions provided for in SUSEP's normative acts, in the case of guarantee insurance.



- 12.16. No modification may be made to the terms and conditions of the PROPOSAL GUARANTEE submitted, except with the express prior consent of the STANDING BIDDING COMMITTEE at the time of its renewal or in order to restore its economic value and conditions of feasibility.
- 12.17. BIDDERS who fail to present the PROPOSAL GUARANTEE, under the conditions established in this PUBLIC NOTICE, will be barred from participating in the BID and will have the other documents returned.
- 12.18. The GRANTOR shall be the sole beneficiary of the instruments formalizing the PROPOSAL GUARANTEE, which may be executed in any of the cases described in this PUBLIC NOTICE.
- 12.19. In addition to the documents relating to the PRE-QUALIFICATION, the BIDDER must also include in ENVELOPE A:
- I. a simple copy of the Term of Commitment for the Constitution of a Special Purpose Company as provided for in sub-item 10.4, item II;
 - II. documents proving the powers of the legal representatives of the issuer of the PROPOSAL GUARANTEE, by means of a certificate of the administrators issued by SUSEP or proof of the representatives issued on the Central Bank's website, as the case may be, if the issuer's registration with B3 is not up to date, in accordance with ANNEX 10;
 - III. proof of the ACCREDITED REPRESENTATIVES' powers of representation, as provided for in sub-item 10.4, item I, if their legal representatives do not have powers registered/updated in B3's system;
 - IV. intermediation contract between the ACCREDITED PARTICIPANT and the BIDDER, if applicable, accompanied by proof of the powers of its signatories, observing the specific rules on the powers of ACCREDITED PARTICIPANTS as per ANNEX 10; and
 - V. declaration regarding the tie-breaking criteria, indicating whether or not it meets the criteria established in art. 60 of Law 14.133/2021 and/or art. 8, paragraph 2 of State Law no. 12.234/2005, according to APPENDIX O of ANNEX 4 of this PUBLIC NOTICE.
- 12.20. If the BIDDER is successful, after applying the tie-breaking prerogatives indicated in sub-item 12.19, item V, it must prove its compliance by submitting documents for analysis by the BIDDING COMMISSION, within a period to be established by it.

13. ENVELOPE B – COMMERCIAL PROPOSAL

- 13.1. The COMMERCIAL PROPOSAL must indicate the value of the PUBLIC CONSIDERATION requested by the BIDDER and must be expressed in Brazilian reais (BRL).
- 13.2. The COMMERCIAL PROPOSAL must comply with the template in ANNEX 5 of this PUBLIC NOTICE, and in the event of a discrepancy between the numerical value and its respective long form, the latter shall prevail.



13.3. When drawing up the COMMERCIAL PROPOSAL, BIDDERS must consider the following assumptions:

- I. the future CONCESSIONAIRE shall be compensated (i) by the PUBLIC CONSIDERATION, (ii) by the revenues from commercial exploitation in the CONCESSION AREA, and (iii) by the ANCILLARY REVENUE, as provided for in the CONTRACT;
- II. the future CONCESSIONAIRE may not sell tickets for access to the CONCESSION AREA or impede the free flow of VISITORS, except in the case of cultural, sporting and gastronomic EVENTS, among others, in accordance with the regulations set out in the CONTRACT;
- III. the future CONCESSIONAIRE may not charge for access to and use of existing toilets or toilets to be built in the CONCESSION AREA;
- IV. the future CONCESSIONAIRE shall bear the amounts to be paid, under the terms of the CONTRACT, as CONDITIONAL GRANT and INSPECTION CHARGE;
- V. the GRANTEE shall bear the payment due to the BNDES relating to the compensation for the modeling of the CONCESSION, in accordance with the procedure set out in sub-item 18.5, item VII, line "a", of this PUBLIC NOTICE;
- VI. the GRANTEE must pay the BNDES for reimbursement of third-party expenses incurred in carrying out studies related to the CONCESSION, in accordance with the procedure set out in sub-item 18.5, item VII, line "1.1.VII.b" of this PUBLIC NOTICE;
- VII. the GRANTEE shall make payments to the BNDES, in accordance with the procedure set out in sub-item 18.5, VII, item "c" of this PUBLIC NOTICE, in relation to the advisory services in the bidding procedure provided by B3 and advanced to it;
- VIII. in order to comply with the condition for signing the CONTRACT provided for in sub-item 18.5, item V, the GRANTEE must make, through its own intermediary or that of the CONCESSIONAIRE already constituted, a deposit of BRL 4,994,501.98 (four million, nine hundred and ninety-four thousand, five hundred and one Brazilian reais and ninety-eight cents), updated by the IPCA/IBGE between the DATE OF ENVELOPE SUBMISSION and the actual payment, into the SETTLEMENT ACCOUNT;
- IX. no COMMERCIAL PROPOSALS may be submitted with a value greater than the MAXIMUM PUBLIC CONSIDERATION indicated in sub-item 7.2; and
- X. the COMMERCIAL PROPOSALS must include all the costs of complying with the labor rights guaranteed in the Federal Constitution, in the labor laws, in the infra-legal standards, in the collective labor agreements and in the terms of adjustment of conduct in force on the DATE OF ENVELOPE SUBMISSION.

13.3.1. BIDDERS should also consider that the PUBLIC CONSIDERATION will



be paid exclusively through the transfer of real estate corresponding to the DOCKS, whose registration is included in ANNEX 1 of the draft CONTRACT, under the terms of article 11, item IV of the State PPP Law.

- 13.3.1.1. The DOCKS property will be transferred to the CONCESSIONAIRE progressively, after the division of the single registration, in accordance with the delivery of the STAGES of the MANDATORY INTERVENTIONS, regardless of the value attributed to the PUBLIC CONSIDERATION, in the manner set out in the CONTRACT.
 - 13.3.1.2. The value of the DOCKS property is BRL 144,883,080.00 (one hundred and forty-four million, eight hundred and eighty-three thousand and eighty Brazilian reais).
 - 13.3.1.3. By submitting its COMMERCIAL PROPOSAL, the BIDDER acknowledges, for all legal purposes, that the value attributed to the DOCKS may not be invoked, under any circumstances, as a parameter for rebalancing the economic and financial equilibrium or to support any claim for compensation, nor may it invoke any subjective right to update the value of the DOCKS and the COMMERCIAL PROPOSAL, without prejudice to the provisions of sub-item 13.3.2.1.
- 13.3.2. BIDDERS must also consider the obligation to deposit the difference between the value of the PUBLIC CONSIDERATION offered and the value of the DOCKS property, as indicated in subitem 13.3.1.2 of this PUBLIC NOTICE.
- 13.3.2.1. The base date for the cash deposit is the DATE OF ENVELOPE SUBMISSION, and the amount will be updated by the IPCA/IBGE until the date of actual payment.
 - 13.3.2.2. The monetary amount will be deposited in 3 (three) equal installments, the first of which must be paid as a condition of signing the CONTRACT as provided for in sub-item 18.5, item IV, the second installment 5 (five) business days after the start of STAGE 1 and the third installment 5 (five) business days after the conclusion of STAGE 1;
 - 13.3.2.3. Each installment indicated in sub-item 13.3.2.2 must be deposited in the proportion of 50% (fifty percent) to the SETTLEMENT ACCOUNT and 50% (fifty percent) to the CHARGES ACCOUNT.
- 13.4. The COMMERCIAL PROPOSALS submitted are irrevocable, irreversible and unconditional.
- 13.5. COMMERCIAL PROPOSALS will be valid for at least 180 (one hundred and eighty) days from the date they are received by the STANDING BIDDING COMMITTEE and, during this period, all conditions must be maintained, and may be extended if the BIDDER and the STANDING BIDDING COMMITTEE so agree.



- 13.6. The proposed amount must take into account, among other requirements set out in this sub-item:
- a. the physical and legal conditions of the CONCESSION AREA;
 - b. all the investments, costs, expenses and taxes necessary for the execution of the CONCESSION, in compliance with the conditions and regulations established in the CONTRACT and ANNEXES;
 - c. all risks assumed by the CONCESSIONAIRE during the CONCESSION TERM, in accordance with the provisions of the CONTRACT;
 - d. The term of the CONCESSION shall be 30 (thirty) years, counted from the date of issue of the TERM OF DELIVERY OF THE PUBLIC PROPERTY, which shall occur upon fulfillment of the effectiveness conditions of the CONTRACT.
 - e. the schedule for paying in the CONCESSIONAIRE's share capital, as defined in this PUBLIC NOTICE and in the CONTRACT;
 - f. the own resources to be contributed to the CONCESSIONAIRE by the BIDDER, in addition to paying in the minimum share capital;
 - g. the financing to be contracted by the CONCESSIONAIRE, short and/or long term, if applicable, considering the main characteristics of the operation(s), such as interest rates, currency, grace and amortization periods, maturities, commissions and guarantees; and
 - h. the limits available for issuing bonds, where appropriate, taking into account their main characteristics, such as the type, amounts, grace and amortization periods, maturities, interest rates, currency and placement area, commissions and guarantees.
- 13.7. The information, studies, research, investigations, surveys, projects, spreadsheets and other documents or data related to the CONCESSION AREA and its exploitation, made available by the GRANTOR, were carried out and obtained for the sole purpose of serving as a reference for the calculations that indicated the economic and financial viability of the CONCESSION, and do not present, in relation to potential BIDDERS or future CONCESSIONAIRES, any binding character or any responsibility of the GRANTOR, with the exceptions expressly provided for in the CONTRACT.
- 13.8. The STANDING BIDDING COMMITTEE will disqualify the BIDDER whose COMMERCIAL PROPOSAL:
- 13.8.1. Fails to meet all the requirements set out in the applicable legislation and in the PUBLIC NOTICE;
 - 13.8.2. Contains erasures, smears, interlining or language that makes it difficult to understand the exact wording;
 - 13.8.3. Contains amendments, reservations or omissions;



- 13.8.4. Implies an offer subject to a condition or term not provided for in this PUBLIC NOTICE;
 - 13.8.5. Offers a PUBLIC CONSIDERATION higher than the MAXIMUM PUBLIC CONSIDERATION provided for in the sub-item 7.2; or
 - 13.8.6. Submits more than one COMMERCIAL PROPOSAL.
- 13.9. The ranking of the COMMERCIAL PROPOSALS, under the terms of article 12, II, paragraph "a", of the PPP Law, and article 8, I, of the State PPP Law, will take place in ascending order of value, with the first place being the COMMERCIAL PROPOSAL with the lowest value of PUBLIC CONSIDERATION.
- 13.10. Under the terms of sub-item 9.3, the STANDING BIDDING COMMITTEE may carry out a diligence to clarify or supplement the judgment of the COMMERCIAL PROPOSAL of the highest ranked BIDDER, requesting additional information to verify the feasibility of its COMMERCIAL PROPOSAL.

14. ENVELOPE C – QUALIFICATION DOCUMENTS

- 14.1. BIDDERS must submit documentation proving their LEGAL QUALIFICATION, TAX AND LABOR REGULATIONS, ECONOMIC AND FINANCIAL QUALIFICATION and TECHNICAL QUALIFICATION, in accordance with this PUBLIC NOTICE.
- 14.2. The volume of QUALIFICATION DOCUMENTS must begin with a cover letter, in accordance with ANNEX 8 of the PUBLIC NOTICE, and contain the documents indicated in the subsequent sub-items.
- 14.3. Certificates that do not state their expiration date will be accepted if they were issued up to 90 (ninety) days before the date set for receipt of the ENVELOPES.
- 14.4. In the case of a CONSORTIUM, each CONSORTIUM MEMBER must individually meet the requirements relating to LEGAL QUALIFICATION, TAX AND LABOR REGULARITY and ECONOMIC-FINANCIAL QUALIFICATION, with the exception of the provisions of sub-item 14.19 of this PUBLIC NOTICE.
- 14.5. The TECHNICAL QUALIFICATION requirements must be met, in the case of a CONSORTIUM, by any of the CONSORTIUM MEMBERS, alone or by adding up certificates, where applicable.
- 14.6. BIDDERS will be disqualified who, on the DATE OF ENVELOPE SUBMISSION:
 - I. Do not meet the conditions set out in this PUBLIC NOTICE;
 - II. Do not meet the conditions for participation set out in item 8 of this PUBLIC NOTICE; and
 - III. Present a false or invalid document at the time of the session to receive the ENVELOPES, without prejudice to the application of the applicable administrative, civil and criminal sanctions.

A. Legal Qualification



- 14.7. The documents listed in the sub-items below must be submitted by the individual BIDDER or by each participant in the CONSORTIUM:
- I. Articles of incorporation, bylaws or consolidated articles of association in force, according to the latest amendment filed with the Board of Trade or competent registry office. If the latest amendment to the bylaws/articles of association does not consolidate the provisions of the bylaws/articles of association in force, previous amendments containing such provisions must also be submitted;
 - II. In the case of joint stock companies and limited liability companies, proof of the election/appointment of the BIDDER's administrators in office, filed with the Board of Trade or with the competent notary office, and, in the case of joint stock companies, of the respective publications in the press;
 - III. Authorization decree, in the case of a foreign company operating in the country, and registration or authorization to operate issued by the competent body, when the activity so requires;
 - IV. When the BIDDER is an investment fund, it must submit the following documents:
 - a. Proof of registration of the investment fund with the Securities and Exchange Commission, created by Federal Law No. 6.385/1976.
 - b. Articles of incorporation with last amendment filed with the competent body;
 - c. Regulations and amendments, if any, duly registered with the Registry of Deeds and Documents;
 - d. Proof of registration of the administrator and, if applicable, the investment fund manager, with the Securities and Exchange Commission;
 - e. Proof of election of the administrator's representatives;
 - f. Proof that the investment fund is duly authorized by its quotaholders to participate in the tender, by means of authorization arising from the fund's investment policy described in its regulations, and that its administrator can represent it in all acts and for all purposes of the BID, assuming, on behalf of the investment fund, all obligations and rights arising therefrom;
 - g. Proof that the administrator and the fund are not in the process of judicial liquidation, by means of a certificate issued by the registry office(s) of their head office, or extrajudicial liquidation, by means of proof obtained by consulting the website of the Central Bank of Brazil; and



- h. Bankruptcy certificate of the Investment Fund's administrator and manager, issued by the registry office(s) of their head offices, dated no more than 90 (ninety) days prior to the date of the PUBLIC SESSION.
 - V. When the BIDDER is a financial institution, it must also present proof of express and specific authorization for its incorporation and operation, granted by the sector's regulatory authority, as well as proof of the approval of the election of its administrators.
- 14.8. The CONSORTIUM MEMBERS must comply with the provisions of sub-item 8.7 of this PUBLIC NOTICE, as well as present a public or private commitment to set up a special purpose company, subscribed by all the CONSORTIUM MEMBERS, including, at least:
- I. Name and purpose of the CONSORTIUM;
 - II. Qualification of CONSORTIUM MEMBERS;
 - III. Composition of the CONSORTIUM, indicating the percentage of participation of each of the CONSORTIUM MEMBERS, as well as the future commitment to participate in the special purpose company to be set up;
 - IV. Indication of the lead company, responsible for carrying out the acts that comply with the CONSORTIUM during the BID until the CONTRACT is signed;
 - V. A commitment that the CONSORTIUM MEMBERS will be solely and jointly and severally liable for all the requirements of the invitation to bid and for the acts carried out by the CONSORTIUM, until the CONTRACT is signed, as well as, as future shareholders of the CONCESSIONAIRE, for all acts carried out, throughout the execution of the CONTRACT, until the date of completion of the payment of the minimum share capital of the CONCESSIONAIRE, required in the CONTRACT; and
 - VI. Power of attorney granting the leading company express, irreversible and irrevocable powers to act as the sole legal representative of the CONSORTIUM before the STANDING BIDDING COMMITTEE and the GRANTOR, with full powers to receive notifications, summons and citations regarding matters relating to the BID or the CONTRACT, as well as to agree to conditions, compromise, appeal and withdraw from appeal, undertake to sign, on behalf of the CONSORTIUM, any papers and documents related to the subject matter of the BID.
- 14.9. In the case of a CONSORTIUM, the declarations required in the PUBLIC NOTICE may be signed by the lead company, on behalf of the CONSORTIUM, subject to the provisions of item VI of the previous sub-item.
- 14.10. The joint and several liability of the CONSORTIUM MEMBERS shall cease in the event that the CONSORTIUM is not the successful bidder, within 30 (thirty) days from the date of publication of the CONTRACT extract in the DOE/RS.



- 14.11. The BIDDERS, as well as all the companies that make up the CONSORTIUM, must present an organizational chart indicating their CONTROL structure, demonstrating the situations that characterize CONTROL power, down to the level of an individual, except in cases where there is a legal or regulatory restriction or impediment.
- 14.11.1. For BIDDERS set up as investment funds, compliance with the provisions of sub-item 14.11 must take into account the existence of majority quotaholders, or of a body and its members, with the power to influence changes to the fund's bylaws, holding powers similar to those referred to in Federal Law No. 6.404/1976, for the purposes of identifying the controlling shareholder.

B. Tax and labor compliance

- 14.12. The documents listed below must be submitted by the individual BIDDER or each participant in the CONSORTIUM:
- I. Proof of registration with the Ministry of Economy's Corporate Taxpayer Registry (CNPJ);
 - II. Proof of registration in the State and Municipal Taxpayer Registry, if any, relating to the domicile or head office of the BIDDER, pertinent to its field of activity and compatible with the contractual object or a declaration signed by the BIDDER that the activity performed does not require municipal and/or state registration;
 - III. Clearance certificate, or positive with negative effects, of debts related to Federal Tax Credits and the Federal Government's Active Debt;
 - IV. Proof of good standing with the State Treasury of the BIDDER'S head office, as well as with the Treasury Department of the State of Rio Grande do Sul, by presenting the Tax Status Certificate, regardless of the location of the BIDDER'S head office or branch;
 - V. Proof of good standing with the Municipal Treasury of the BIDDER's headquarters;
 - VI. Proof of good standing with the FGTS; and
 - VII. Proof of the absence of defaulted debts before the Labor Court, by presenting a Clearance Certificate or Positive Certificate with Negative Effects of Labor Debts - CNDT, as provided for in Law No. 12.440, dated July 7, 2011.
- 14.13. All the certificates listed above must be valid for the period in question, subject to the provisions of 11.14.
- 14.14. If any certificate submitted in accordance with sub-item 14.12 of this PUBLIC NOTICE is positive, or does not show the current status of the debt(s), proof of discharge and/or certificates showing the current status of the legal actions and/or administrative proceedings listed, dated no more



than 90 (ninety) days prior to the DATE OF ENVELOPE SUBMISSION, must be submitted.

14.15. Proof of application for certificates will not be accepted.

C. Economic and financial qualification

14.16. The BIDDER must prove, by way of economic and financial qualification, that it has a net worth of at least BRL 35,299,982.81 (thirty-five million, two hundred and ninety-nine thousand, nine hundred and eighty-two Brazilian reais and eighty-one cents), by submitting:

14.16.1. Balance sheets and accounting statements for the last 2 (two) fiscal years and the respective profit and loss accounts, already required by law, duly approved by the general shareholders' meeting or partners, as the case may be, presented in accordance with the law, and provisional balance sheets or trial balances may not be presented. These documents must be submitted in accordance with accounting practices adopted in Brazil and accompanied by the Bidder's Financial Accounting Analysis - ACF, completed in accordance with State Decree No. 36.601/1996, or the Certificate of Relative Financial Capacity of Bidders, issued by the State General Accounting and Auditing Office - CAGE, available at www.sefaz.rs.gov.br.

14.16.2. In the case of a company established in the same fiscal year as the BID, the opening balance sheet must be presented.

14.16.3. If the BIDDER is registered with the Public Digital Bookkeeping System - SPED, the documents mentioned in sub-item 14.16.1 may be replaced by:

- I. proof of digital delivery of the accounting ledger with the balance sheet and financial statements required by law;
- II. proof of the digital signature of the accounting ledger by the responsible director and by a qualified accounting professional duly registered with the Regional Accounting Council (CRC), proving their good standing with the respective council;
- III. a copy of the opening and closing date of the respective accounting ledger; and
- IV. term of authentication of the accounting ledger with the balance sheet and financial statements by the competent body.

14.16.4. For foreign BIDDERS, balance sheets and accounting statements for the last 2 (two) fiscal years, already due and presented in accordance with the law of the country of origin, which may not be replaced by trial balances or provisional balance sheets, accompanied by an analysis by independent auditors. Companies must submit their financial statements (balance sheet and income statement) certified by an accountant registered with the competent professional body, if auditing is not mandatory under the laws of their country of origin.



- 14.16.4.1. These documents must be submitted in accordance with the accounting principles accepted in Brazil, such as the IFRS (International Financial Reporting Standards), in order to make it possible to compare the information presented by all BIDDERS.
- 14.17. In the case of a CONSORTIUM, the minimum net equity will be BRL 45,889,977.66 (forty-five million, eight hundred and ninety-nine thousand, nine hundred and seventy-seven Brazilian reais and sixty-six cents) and must be proven by the sum of the net equities of the entities that make it up.
- 14.18. In addition to proof of minimum net equity, BIDDERS must submit the following documents to prove their economic and financial qualifications:
- I. Clearance certificate of bankruptcy, self-bankruptcy and judicial reorganization issued by the judicial distributor (civil courts) of the municipality where the company is headquartered, dated no more than 90 (ninety) days prior to the date set for receipt of the volumes.
 - II. In the case of a non-business company or other form of legal entity, a clearance certificate issued by the judicial distributor of the civil courts in general (enforcement proceedings) of the district where the entity is based, dated no more than 90 (ninety) days prior to the date designated in the schedule for receiving volumes.
- 14.19. If there are any lawsuits filed in the manner referred to in I and II above, the BIDDER must present an up-to-date certificate showing the status of the lawsuit.
- 14.20. Companies undergoing judicial or extrajudicial reorganization will be allowed to participate, provided that the reorganization plan has been approved or ratified by the competent court, without prejudice to compliance with all the economic and financial qualification requirements established in this PUBLIC NOTICE.
- 14.21. The accounting statements must be signed by the administrators and by a legally qualified accountant, and the BIDDER must present the documents necessary for the STANDING BIDDING COMMITTEE to assess this condition.
- 14.22. If the BIDDER, or member of the CONSORTIUM, is a subsidiary/branch, it must submit the consolidated balance sheet of the parent company.

D. Technical Qualification

- 14.23. In order to prove their TECHNICAL QUALIFICATION, the BIDDERS or at least one of the CONSORTIUM MEMBERS, in the case of a CONSORTIUM, must prove their ability to perform an activity that is pertinent and compatible with the subject of the BID, in terms of characteristics, quantity and time, in accordance with the terms of the subsequent sub-items relating to the requirements for operational qualification and technical-professional qualification.



Technical-Operational Qualification

- 14.24. The technical-operational qualification will be based on proof that the BIDDER has made investments of at least BRL 176,499,914.06 (one hundred and seventy-six million, four hundred and ninety-nine thousand, nine hundred and fourteen Brazilian reais and six cents) in infrastructure projects in any sector, as well as industrial, commercial or residential projects, with its own resources or those of third parties, subject to the following conditions:
- I. The investment value will be considered to be the amount of resources applied by the BIDDER in the construction and/or recovery and/or conservation and/or maintenance related to the project referred to in sub-item 14.24; and
 - II. Disbursements made as contractors or equivalent, even for the supply of materials and the execution of works, will not be considered investments.
- 14.24.1. It is forbidden to add up the BIDDER's or CONSORTIUM MEMBERS' certificates in order to prove the minimum quantity required by the sub-item 14.24.
- 14.24.2. The following will be accepted as supporting documents for the purposes of this item:
- I. Declaration and/or certificate provided by legal entities governed by public or private law contracting the execution of the project; or
 - II. Declaration and/or certificate provided by financial institutions that have granted any financing, provided that the respective project and the amounts obtained are mentioned.
- 14.24.3. The amounts described in the supporting documents in sub-item 14.24 above will be updated, from the reference date of the investment until the date of publication of this PUBLIC NOTICE, by the IPCA/IBGE or, failing that, by another official inflation index.
- 14.24.4. The following rules will be taken into account to prove the experience referred to in sub-item 14.24:
- I. In the event that the BIDDER submits supporting document(s) for a venture(s) in which it has acted as a shareholder with a stake equal to or greater than 50% (fifty percent) in the venture, the total value of the investment(s) contained in the supporting document(s) will be computed;
 - II. In the event that the BIDDER submits document(s) proving that it has acted as a shareholder in a venture(s) with a stake of less than 50% (fifty percent), the proportion of the BIDDER's stake in the respective company will be observed, and this proportion will be applied to the total value of the investment(s) contained in the document(s);



- III. In the event that the BIDDER submits document(s) proving the project(s) in which it has acted as a consortium member, the investments actually made by the BIDDER within the scope of that consortium will be considered.
- 14.24.5. In addition to complying with sub-item 14.24, BIDDERS must also prove their technical-operational qualifications by submitting certificates issued by public or private entities, which prove that the BIDDER, or at least one of its CONSORTIUM MEMBERS, has worked in management and operation for at least 12 (twelve) months, on a continuous and uninterrupted basis, of projects for public or private use, intended for tourism, commerce, culture or leisure activities, including tourist or environmental parks, arenas, stadiums, hotels, airports, bus stations or shopping malls, with a minimum visitation of 200,000 (two hundred thousand) visitors per year.
- 14.24.5.1. It is forbidden to add up the BIDDER's or CONSORTIUM MEMBERS' certificates in order to prove the minimum experience required by sub-item 14.24.5.
- 14.24.5.2. In the event that the BIDDER or CONSORTIUM submits certificates proving activities in which it has acted as a consortium member, the activities and quantities actually carried out within the scope of that consortium will be considered, as explained in the certificate, in the consortium instrument or in another complementary document.
- 14.24.5.3. Certificates may refer to ongoing activities, provided that the quantities and technical characteristics of the work already carried out are compatible with the requirements of this sub-item.
- 14.24.5.4. In the case of a private venture, self-declaration(s) from the BIDDER itself or from the ECONOMIC GROUP of which it is a member will be accepted in place of the certificate, provided that it details the aforementioned information and is accompanied by additional documents that can prove that the BIDDER has in fact economically operated or managed the enterprise.
- 14.24.6. Subject to the rules described in the previous sub-items, the supporting documents relating to the experience listed in sub-items 14.24 and 14.24.5 may be submitted by the BIDDER or by:
- I. a company CONTROLLED by the BIDDER;
 - II. the CONTROLLING COMPANY of the BIDDER;
 - III. company that has joint CONTROL with the BIDDER.
- 14.24.6.1. The references to CONTROL in sub-item 14.24.6 above cover both direct and indirect CONTROL.



- 14.24.6.2. The relationship between the BIDDER and the company that holds the documents proving the experience listed in sub-items 14.24 and 14.24.5 must be proven, under the terms of APPENDIX H of this PUBLIC NOTICE, by submitting (i) an organizational chart of the ECONOMIC GROUP and (ii) corporate documents, under the terms of the applicable legislation, (ii) corporate documents, in accordance with the applicable legislation, that support the corporate relationships indicated in the organizational chart, such as articles of association, bylaws, share registration ledgers (including book-entry shares), share transfer registration ledgers (including book-entry shares) and quotaholder or shareholder agreements.
- 14.24.7. Attestations or certificates may refer to ongoing contracts, provided that the technical characteristics of the work already carried out are compatible with the subject of this BID.
- 14.24.8. In the case of corporate changes and in the case of mergers, incorporations or the splitting up of companies, only certificates that unequivocally prove the definitive transfer of technical assets will be considered.
- 14.24.9. For the purposes of this PUBLIC NOTICE, a legal entity under public law is any entity of the direct or indirect PUBLIC ADMINISTRATION, within the scope of the Federal Government, the States, the Federal District or the Municipalities; a legal entity under private law is considered to be those listed in article 44 of the Civil Code.
- 14.24.10. The certificate(s) must clearly and unequivocally present the required information, and must contain at least the following information:
- I. Activities and services (object) to which they refer;
 - II. Location of the activities and services to which they refer, specifying the type of venture;
 - III. Characteristics of the activities and services to which they refer;
 - IV. Total value of the venture to which it refers, if applicable;
 - V. Percentage of the BIDDER's participation in the venture to which it refers, if applicable;
 - VI. Start and end dates for the activities and services to which they refer;
 - VII. Description of the activities carried out in the CONSORTIUM by the BIDDER, when the certificate(s) have been issued in the name of a CONSORTIUM;
 - VIII. Name or corporate name of the issuer;



IX. Full address of the issuer; and

X. Name and position of the signatory of the certificate.

14.24.11. BIDDERS whose certificates have been issued in the name of a CONSORTIUM must ensure that they clearly specify the service or item actually performed by them in that CONSORTIUM. To this end, they may submit additional documents that unequivocally prove the conditions of their participation.

14.24.12. For the purposes of their TECHNICAL QUALIFICATION, in addition to clearly and unequivocally presenting the data and information contained in the certificate(s) themselves, BIDDERS must, in order to supplement the information required, submit other supporting documents that they deem pertinent.

14.24.13. The conformity of the certificates may be confirmed by means of due diligence carried out by the STANDING BIDDING COMMITTEE aimed at ascertaining the BIDDER'S TECHNICAL QUALIFICATION, under the terms of this PUBLIC NOTICE, and failure to comply with the requirements of the public notice will result in the BIDDER being disqualified, without prejudice to other applicable sanctions due to false information provided.

14.25. Alternatively, the BIDDER or CONSORTIUM may present in ENVELOPE C a commitment to hire TECHNICAL ASSISTANT(S) who hold the technical-operational qualifications required in sub-items 14.24 and 14.24.5, according to the template in APPENDIX N of ANNEX 4 to this PUBLIC NOTICE.

14.25.1. The contracting commitment referred to in this item must be signed by the BIDDER and by the duly constituted legal representative of the TECHNICAL ASSISTANT, subject to the provisions of sub-item 11.8 of this PUBLIC NOTICE.

14.25.2. The commitment to hire a TECHNICAL ASSISTANT must contain an exclusivity clause, and it is forbidden to provide a commitment to more than one BIDDER or CONSORTIUM.

14.25.3. The TECHNICAL ASSISTANT must declare, on letterhead and signed by the respective legal representative, that it does not incur in any of the hypotheses prohibiting participation in the BID.

14.25.4. The hiring of the TECHNICAL ASSISTANT, under the terms of the commitment presented in ENVELOPE C, must be formalized by the CONCESSIONAIRE by the time the CONTRACT is signed and must provide for, at the very least:

I. The provision of technical assistance, taking into account the best practices in the sector;

II. Declaration that the CONCESSIONAIRE may not exempt itself from total or partial fulfillment of the obligations arising from the CONTRACT, or justify any delay or irregularity in the execution of its object, due to the contract referred to in sub-



item 14.25.4;

- III. Declaration that the CONCESSIONAIRE is exclusively liable to the GRANTOR for compliance with the CONTRACT, the PUBLIC NOTICE and the applicable legislation, despite any agreements established between the CONCESSIONAIRE and the TECHNICAL ASSISTANT for the right of recourse; and
- IV. Throughout the term of the CONTRACT, the termination, replacement or alteration of the scope of the contract(s) or of the minimum conditions described in APPENDIX N of ANNEX 4 to the PUBLIC NOTICE shall depend on the prior and express consent of the GRANTOR, subject to the provisions of sub-clause 20.1, item LIX of the CONTRACT.

Technical and Professional Qualification

- 14.26. In order to prove their technical and professional qualifications, BIDDERS or at least one of the CONSORTIUM MEMBERS must demonstrate that they have a relationship with a higher education professional(s) who holds a certificate(s) of technical capacity provided by legal entities under public or private law and who can prove that they have 2 (two) years' experience in restoration and conservation services for historic buildings listed by bodies responsible for the protection of cultural heritage, including the restoration of walls, their coverings and their painting; metal structures, such as pillars, trusses and monorails; concrete floors and/or steel gates and frames.
 - 14.26.1. The certificate(s) issued in favor of the professional(s) indicated in sub-item 14.26 must be duly registered with the competent professional council and be accompanied by the respective certificate(s) of technical merit.
 - 14.26.2. The technical capacity certificates submitted will only be accepted if the professional(s) have a relationship with the BIDDER on the date of submission of the COMMERCIAL PROPOSAL.
 - 14.26.3. The relationship of the professional(s) with the BIDDER can be proven:
 - I. By employment relationship;
 - II. Through a technical assistance contract, directly or through a company of which he is an employee or administrator; or
 - III. A letter or contract of intent signed between the BIDDER and a professional indicating that, should the BIDDER be successful in the BID, the latter will assume the obligation to participate in the CONCESSION in one of the ways indicated in the sub-items above.
 - 14.26.4. If they choose to prove the employment relationship, BIDDERS must submit the employee's registration form(s) and work permit(s), duly updated.



- 14.26.5. In order to prove compliance with the technical and professional qualifications, the BIDDER may submit a commitment to hire TECHNICAL ASSISTANT(S), in accordance with the template in APPENDIX N of ANNEX 4 to this PUBLIC NOTICE, with a notarized signature, whereby the professional(s) shall undertake to provide the BIDDER with the technical assistance required to execute the CONTRACT.
- 14.26.6. Professionals may not be linked to more than one BIDDER.
- 14.26.7. For the purposes of standardization, it is recommended that the attestations or certificates of aptitude referred to in this item, presented in original or certified copy, contain, but are not limited to, the following information, or be accompanied by it:
- I. Purpose;
 - II. Characteristics of the activities and services provided;
 - III. Total value of the project/venture;
 - IV. Start and end dates for the activities and services;
 - V. Location of activities and services;
 - VI. Company name of the issuer;
 - VII. Name and identification of the signatory; and
 - VIII. When the certificate was issued in the name of a CONSORTIUM, the start and end dates of the participation of the company to which the professional was linked in the CONSORTIUM and a description of the activities carried out by the company in the CONSORTIUM.
- 14.26.8. In the case of item VIII of the subitem above, the certificates may be issued by public or private entities in another country.
- 14.26.9. The professional(s) linked to the parent company and/or branch of a foreign legal entity or investment fund, who do not need to have registration(s) with the Brazilian professional body(ies), but from another country, may prove their professional registration through the competent body in another country.

E. Declarations

- 14.27. The documents listed below must be submitted by the BIDDER on letterhead and signed by its legal representative, with the other QUALIFICATION DOCUMENTS:
- I. Declaration that he/she has read and agrees with the PUBLIC NOTICE, its contents, its ANNEXES and, including, the statements of clarification of the STANDING BIDDING COMMITTEE that have been attached to it, as well as has full knowledge and agreement of all the information and conditions, including physical, necessary for the



fulfillment of the obligations, object of this BID, according to APPENDIX A of ANNEX 4 of the PUBLIC NOTICE;

- II. Declaration of good standing with the Ministry of Labor, in compliance with the provisions of article 7, item XXXIII, of the Federal Constitution and with the requirements for reserving positions for people with disabilities and for those rehabilitated by Social Security, provided for by law and other specific rules, according to the template in APPENDIX B of ANNEX 4 to this PUBLIC NOTICE;
- III. Declaration that the BIDDER is not in the process of (a) bankruptcy; (b) judicial or extrajudicial liquidation; (c) insolvency; (d) temporary special administration or (e) intervention, according to the template in APPENDIX C of ANNEX 4 to this PUBLIC NOTICE;
- IV. Declaration of non-existence of facts impeding participation in the BID, according to the template in APPENDIX D of ANNEX 4 to this PUBLIC NOTICE, attesting that:
 - a. It has not been declared unfit in any federal sphere and is not prohibited from bidding or contracting with the PUBLIC ADMINISTRATION;
 - b. Is not under penalty of impediment to bidding and contracting with the Direct or Indirect Public Administration of the State of Rio Grande do Sul;
 - c. Has not been sentenced by a final judgment to an interdiction of rights for committing environmental crimes, as stipulated in article 10 of Federal Law No. 9.605/1998; and
 - d. Undertakes to communicate the occurrence of any supervening facts related to the object of this declaration.
- V. Declaration, in accordance with the template in APPENDIX D of ANNEX 4 to this PUBLIC NOTICE, of awareness that:
 - a. Registration in the Informative Registry of Unpaid Credits of State Bodies and Entities – STATE CADIN (State Law No. 10.697/1996) prevents contracting with the GRANTOR, as well as the receipt of any public funds, as provided for in sub-item 8.2, item XX;
 - b. Records of the following sanctions prevent contracting with the GRANTOR:
 - 1. Under the terms of sub-item 8.2, item X of this PUBLIC NOTICE, in the Registry of Suppliers Prevented from Bidding and Contracting with the State Public Administration – CFIL/RS, established by State Law No. 11.389/1999;
 - 2. Under the terms of sub-item 8.2, item XII of this PUBLIC NOTICE, in the State Register of Punished Companies – CEEP of the State of Rio Grande do Sul, created by State



Law No. 15.228/2018; or

3. Under the terms of sub-item 8.2, item XXI of this PUBLIC NOTICE, in the National Registry of Civil Convictions for Acts of Administrative Misconduct and Ineligibility – CNIA of the National Council of Justice.
- VI. Declaration, in accordance with the template in APPENDIX K of ANNEX 4 to this PUBLIC NOTICE, that the BIDDER (a) is subject to all the conditions of the PUBLIC NOTICE; (b) is fully aware of the operation and maintenance services that are the object of the CONCESSION; (c) is fully aware of the CONCESSION AREA and CAIS MAUÁ, the conditions of the public property that is part of the scope of the CONTRACT, as well as the nature and complexity of the services and investments required; (d) is responsible for the veracity of all the information contained in the documentation and proposal submitted, and; (e) has received all the components of this BID, has taken note of all the information and conditions for the fulfillment of the obligations that are the object of the BID, and has considered the information received to be sufficient for the preparation of its proposal;
- VII. Declaration of financial capacity contained in APPENDIX E of ANNEX 4 to this PUBLIC NOTICE, by means of which the BIDDER must declare that it has or has the capacity to obtain sufficient financial resources to meet the obligations of contributing its own resources and obtaining resources from third parties necessary to achieve the object of the CONCESSION, including the obligation to pay in the CONCESSIONAIRE's share capital in the amount of at least BRL 130,732,415.17 (one hundred and thirty million, seven hundred and thirty-two thousand, four hundred and fifteen Brazilian reais and seventeen cents), if it wins this BID, according to the following schedule:
- a. BRL 30,973,716.44 (thirty million, nine hundred and seventy-three thousand, seven hundred and sixteen Brazilian reais and forty-four cents), within 30 (thirty) days of the publication of the extract of the CONTRACT in the DOE/RS and as a condition for the effectiveness of the CONTRACT;
 - b. BRL 52,725,889.08 (fifty-two million, seven hundred and twenty-five thousand, eight hundred and eighty-nine Brazilian reais and eight cents), 12 (twelve) months after the first payment;
 - c. BRL 24,948,399.00 (twenty-four million, nine hundred and forty-eight thousand, three hundred and ninety-nine Brazilian reais), 9 (nine) months after the second payment; and
 - d. BRL 22,084,410.66 (twenty-two million, eighty-four thousand, four hundred and ten Brazilian reais and sixty-six cents), 9 (nine) months after the third payment.
- VIII. Declaration of commitment to contract the PERFORMANCE GUARANTEE, according to the template presented in APPENDIX L of



ANNEX 4 to this PUBLIC NOTICE and respecting the minimum values presented therein, by means of which the BIDDER, in the event of winning the bid, undertakes to contract, without clauses that allow the exclusion of responsibilities, the guarantee mentioned as a condition for signing the CONTRACT; and

IX. Declaration, if the BIDDER chooses not to carry out a TECHNICAL VISIT, that the BIDDER is fully responsible for obtaining the data necessary to formulate proposals and for their accuracy, which includes full knowledge of the CONCESSION AREA, in the physical-operational conditions in which it is located, according to the template in APPENDIX M of ANNEX 4 to this PUBLIC NOTICE.

14.28. All the declarations listed in the previous sub-item must be submitted individually by each BIDDER or member of a CONSORTIUM, with the exception of the declarations listed in sub-item 14.27, items V to VIII, which, in the case of participation in a CONSORTIUM, may be issued by the CONSORTIUM itself, through its leading company.

15. BID PROCEDURE

15.1. This BID shall follow the order of events set forth in ANNEX 2 to this PUBLIC NOTICE.

15.2. ENVELOPE A – PRE-QUALIFICATION, ENVELOPE B – COMMERCIAL PROPOSAL and ENVELOPE C – QUALIFICATION DOCUMENTS, referred to in this PUBLIC NOTICE, must be delivered directly and in person, by an identified carrier or by the ACCREDITED PARTICIPANT, if hired, to the STANDING BIDDING COMMITTEE, on the date and time indicated in ANNEX 02, at Rua XV de Novembro, 275, at B3's headquarters, in São Paulo/SP.

15.3. After the delivery of the ENVELOPES, the STANDING BIDDING COMMITTEE, with the assistance of B3, will hold an internal and restricted session to open and analyze ENVELOPES A, containing the ACCREDITATION DOCUMENTS and the PROPOSAL GUARANTEES.

15.3.1. Within the period provided for in ANNEX 2, the STANDING BIDDING COMMITTEE will publish its decision on any unaccepted PROPOSAL GUARANTEES and/or insufficient ACCREDITATION DOCUMENTS, together with the reasons for this.

15.3.2. BIDDERS whose PROPOSAL GUARANTEES or accreditation are not accepted may remedy any shortcomings or lodge an appeal within 3 (three) business days of the publication of the results of the PRE-QUALIFICATION.

15.3.3. Any appeals lodged in relation to the PRE-QUALIFICATION will be judged within 3 (three) business days.

15.3.4. At the beginning of the PUBLIC SESSION, the list of BIDDERS duly qualified to participate in the BID will be announced and ENVELOPES B – COMMERCIAL PROPOSAL will be opened.

15.3.5. The SESSION DIRECTOR, on behalf of the STANDING BIDDING



COMMITTEE, will individually announce the amount of the PUBLIC CONSIDERATION stated in each BIDDER'S COMMERCIAL PROPOSAL.

- 15.3.6. The COMMERCIAL PROPOSALS will be classified and presented in ascending order of the values of the PUBLIC CONSIDERATION offered by the BIDDERS, including positive and negative values, the first place being the COMMERCIAL PROPOSAL with the lowest value of PUBLIC CONSIDERATION
 - 15.3.7. If the difference between the value of the COMMERCIAL PROPOSAL ranked first and the value of the runner-up is greater than 20% (twenty percent) of the value of the COMMERCIAL PROPOSAL ranked first, there will be no live bidding stage. In this case, the COMMERCIAL PROPOSAL ranked first will be declared the highest ranked proposal.
 - 15.3.8. If there are BIDDERS with COMMERCIAL PROPOSALS up to and including 20% (twenty percent) higher than the amount proposed in the COMMERCIAL PROPOSAL initially ranked first, a live bidding phase will be held between these BIDDERS, in accordance with the rules of this PUBLIC NOTICE and the B3 Procedures Manual, as per ANNEX 10.
- 15.4. If the live bidding stage is opened and no bids are submitted, the COMMERCIAL PROPOSAL initially ranked first will be declared the highest-ranking proposal.
- 15.4.1. Live bids will be made in reverse order of the BIDDERS' initial ranking, so that the first bid is made by the BIDDER with the COMMERCIAL PROPOSAL ranked last among those admitted to the live phase, in the form of sub-item 15.3.8.
 - 15.4.1.1. The SESSION DIRECTOR may set a maximum time for BIDDERS to submit their bids.
 - 15.4.1.2. The bid submitted after the maximum time has elapsed will be considered unsubmitted or invalid, and the initial value of the BIDDER'S COMMERCIAL PROPOSAL or its last valid live bid will prevail, until the BIDDER has the opportunity to submit a new live bid, should this occur.
 - 15.4.2. Live bids must meet the following requirements to be considered valid:
 - I. each bid must reduce the lowest value offered by the BIDDER itself so far;
 - II. the bid must be lower than the lowest COMMERCIAL PROPOSAL submitted up to that point and must respect the minimum amount established by the SESSION DIRECTOR, except as provided for in the following paragraph III; and
 - III. intermediate bids will be allowed, considered to be those lower than the last bid made by the BIDDER itself, but higher than



other bids made by other BIDDERS.

- 15.4.3. With each new live bid, the COMMERCIAL PROPOSALS will be re-ranked in ascending order, with the next bid being made by the BIDDER with the COMMERCIAL PROPOSAL ranked last, until the BIDDERS no longer submit new COMMERCIAL PROPOSALS via live bidding.
- 15.4.4. At the end of the live bidding stage, if held, the SESSION DIRECTOR, on behalf of the STANDING BIDDING COMMITTEE, will announce the final ranking order of the BIDDERS, in ascending order of PUBLIC CONSIDERATION.
- 15.4.5. In the event of a tie after live bidding, the applicable tie-breaking rules will be observed, in accordance with the provisions of art. 60 of Law no. 14.133/2021 and art. 8, paragraph 2 of State Law no. 12.234/2005, under the terms of the declaration to be submitted in accordance with the template in APPENDIX O.
- 15.4.6. Immediately after the end of the live bidding stage, BIDDERS who have submitted bids must ratify their final bids by completing the Proposal Ratification Form, ANNEX 6 to this PUBLIC NOTICE, to be provided by the BIDDING COMMITTEE.
- 15.5. After examining and judging the COMMERCIAL PROPOSAL ranked first, the PUBLIC SESSION will continue with the opening, by the STANDING BIDDING COMMITTEE, of ENVELOPE C – QUALIFICATION DOCUMENTS, only from the BIDDER with the best ranking so far.
 - 15.5.1. BIDDERS who wish may initial the contents of ENVELOPES B and C.
- 15.6. If it meets all the requirements relating to the QUALIFICATION CONDITIONS set out in the PUBLIC NOTICE, in accordance with item 14, the BIDDER ranked first will be declared the winner of the BID.
 - 15.6.1. If the BIDDER ranked first does not meet the QUALIFICATION CONDITIONS, the STANDING BIDDING COMMITTEE, once it has exhausted the possibilities for remedy, clarification or diligence, will analyze and judge the COMMERCIAL PROPOSAL and then open ENVELOPE C – QUALIFICATION DOCUMENTS of the second-placed BIDDER, and so on until a BIDDER meets the QUALIFICATION CONDITIONS and is declared the winner of the BID.
- 15.7. Once the winning bidder has been declared, by publication in the DOE/RS and on the electronic site (www.celic.rs.gov.br), BIDDERS will have the right to view the documentation enclosed in ENVELOPES A, B and C and a deadline will be set for any appeals against the decisions of the STANDING BIDDING COMMITTEE, under the terms of item 16 of this PUBLIC NOTICE.
- 15.8. The disqualification of any CONSORTIUM MEMBER shall result in the disqualification of the CONSORTIUM.
- 15.9. The case file can be requested by interested parties by sending an email to concessao-celic@planejamento.rs.gov.br.



- 15.9.1. If all BIDDERS expressly decline the right to appeal or if the deadline has elapsed without any appeals being filed, the STANDING BIDDING COMMITTEE will issue the result of the BID, which will be forwarded to the higher authority for approval and award.
- 15.9.2. Once an appeal has been lodged and any BIDDERS wishing to challenge the appeal have submitted their observations, the STANDING BIDDING COMMITTEE will consider the appeal by way of reconsideration.
- 15.9.3. If it does not reconsider its decision, the STANDING BIDDING COMMITTEE will forward the file to the higher authority for reconsideration.
- 15.10. Once the appeal(s) have been decided, and no further administrative appeals are possible, the STANDING BIDDING COMMITTEE will issue the result of the BID, which will be forwarded to the higher authority for approval and possible award.
- 15.11. The STANDING BIDDING COMMITTEE will keep detailed minutes of the BID, in which it will record all the acts of the procedure and the relevant occurrences, which will be signed at the end by the STANDING BIDDING COMMITTEE and by the ACCREDITED REPRESENTATIVES of the BIDDERS present.

16. ADMINISTRATIVE APPEALS

- 16.1. The intention to appeal against the decision of the STANDING BIDDING COMMITTEE regarding the classification of the COMMERCIAL PROPOSALS and the analysis of the GRANTEE'S QUALIFICATION DOCUMENTS must be expressed no later than 1 (one) business day after the PUBLIC SESSION, under penalty of estoppel.
- 16.2. The bidding procedure will have a single appeal phase, which will follow the qualification of the GRANTEE.
- 16.3. Any administrative appeals must be filed by means of a reasoned petition within 3 (three) business days of the publication of the decision referred to in sub-item 15.7.
 - 16.3.1. Once the appeal has been filed, it will be communicated to the other BIDDERS by publication on the website www.celic.rs.gov.br, who may challenge it within 3 (three) business days of being notified of the action.
 - 16.3.2. Appeals and counter-appeals must be addressed to the Chairman of the STANDING BIDDING COMMITTEE, who, if he does not reconsider his decision within 3 (three) business days, will forward them with his reasons to the higher authority, which will make its decision within 10 (ten) working days of receiving the records.
- 16.4. Appeals will only be accepted if they are signed by persons empowered to do so, provided they are accompanied by proof of such authority, and must



be filed with CELIC or at concessao-celic@spgg.rs.gov.br, between 9 a.m. and 6 p.m..

- 16.5. Appeals filed after the deadline or in a form other than that provided for in 16.4 will not be accepted.
- 16.6. Appeals filed against the judgment of the COMMERCIAL PROPOSALS and against the qualification or disqualification of the GRANTEE shall have suspensive effect, and the competent authority may, with reasons and in the public interest, grant suspensive effect to other appeals.
- 16.7. Once any appeals have been heard, the result will be published in the DOE/RS and posted on the www.celic.rs.gov.br website.
- 16.8. Acceptance of the appeal will result in the invalidation of only those acts that cannot be used.

17. HOMOLOGATION AND AWARD

- 17.1. Once the results of the tender have been published and the legal appeal period has elapsed, the STANDING BIDDING COMMITTEE will submit the bidding process to the GRANTOR for approval and award of its object.
- 17.2. The object of the BID will be awarded to the GRANTEE under the conditions offered by it, after the BID has been approved by the GRANTOR.
 - 17.2.1. The act approving the BID, awarding the object and summoning the GRANTEE to comply with the pre-contractual requirements will be published in the DOE/RS.

18. HIRING

- 18.1. The CONTRACT resulting from this BID shall be concluded between the GRANTOR and the CONCESSIONAIRE constituted by the GRANTEE.
- 18.2. Once the object of the BID has been awarded and the contract has been approved, the GRANTEE will be summoned to comply with the necessary formalities, described in the following items, within 60 (sixty) days, and have the CONCESSIONAIRE enter into the CONTRACT, under penalty of forfeiting its right to hiring, without prejudice to the execution of the PROPOSAL GUARANTEE and the application of the penalties provided for by law and in this PUBLIC NOTICE.
- 18.3. The deadline for signing the CONTRACT may be extended by the higher authority, when requested by the GRANTEE and provided that it is for a justified reason accepted by the responsible authority.
- 18.4. In compliance with article 3, III of State Law No. 10.697/1996, the signing of the CONTRACT is linked to the CONCESSIONAIRE not being registered in the STATE CADIN.
 - 18.4.1. This condition will be deemed to have been met if the debtor proves that an action has been filed to dispute the nature of the obligation that led to its registration in the STATE CADIN or its value, provided



that a suitable and sufficient guarantee has been offered to the court, in accordance with the law, or that the respective registrations have been suspended, under the terms of article 3, sole paragraph, points "d" and "g", of State Law 10.697/1996.

- 18.5. Prior to signing the CONTRACT, the GRANTEE must prove to the GRANTOR that the following conditions have been met:
- I. The CONCESSIONAIRE has been incorporated, with the corresponding certificate from JUCERS (Board of Trade of the State of Rio Grande do Sul) and registration with under the CNPJ (Corporate Taxpayer Registry), observing the rules of item 19 of this Public Notice, as well as:
 - a. If the GRANTEE is an individual, the CONCESSIONAIRE must be its wholly-owned subsidiary;
 - b. In the case of a CONSORTIUM, the shareholding structure of the CONCESSIONAIRE to be set up must comply with the shareholding structure presented in the commitment to set up a special purpose company submitted for the purposes of this BID.
 - II. The minimum share capital of the CONCESSIONAIRE has been fully subscribed, in the amount of BRL 130,732,415.17 (one hundred and thirty million, seven hundred and thirty-two thousand, four hundred and fifteen Brazilian reais and seventeen cents);
 - III. The CUSTODIAN BANK has been appointed to be responsible for managing the SETTLEMENT ACCOUNT and the CHARGES ACCOUNT and, after approval by the GRANTOR, sign the account management contract;
 - IV. The first installment has been deposited, through its own intermediary or that of the CONCESSIONAIRE already constituted, for the difference between the value of the DOCKS, as defined in this PUBLIC NOTICE, and the amount proposed as a PUBLIC CONSIDERATION in its COMMERCIAL PROPOSAL, updated in accordance with sub-item 13.3.2.1, in the proportion of:
 - a. 50% (fifty percent) destined for the SETTLEMENT ACCOUNT, to be opened with the CUSTODIAN BANK, with restricted movement, in accordance with the purposes set out in the CONTRACT; and
 - b. 50% (fifty percent) destined for the CHARGES ACCOUNT, to be opened with the CUSTODIAN BANK, with restricted movement, in accordance with the purposes set out in the CONTRACT.
 - V. The sum of BRL 4,994,501.98 (four million, nine hundred and ninety-four thousand, five hundred and one Brazilian reais and ninety-eight cents) has been deposited into the SETTLEMENT ACCOUNT, by own intermediation or the already incorporated CONCESSIONAIRE, updated by the IPCA/IBGE between the DATE OF ENVELOPE



SUBMISSION and the actual payment.

- VI. Proof that the PERFORMANCE GUARANTEE has been contracted, in the terms, form and amounts required in the CONTRACT, and in accordance with the declarations submitted during the BID;
- VII. Proof of payment of the following expenses linked to this BID:
- a. Payment to the BNDES of 3% (three percent) of the amount obtained by adding the estimated investment amount, BRL 183,107,932.37 (one hundred and eighty-three million, one hundred and seven thousand, nine hundred and thirty-two Brazilian reais and thirty-seven cents), with the amount of the difference between the value of the PUBLIC CONSIDERATION indicated in the COMMERCIAL PROPOSAL and the value attributed to the DOCKS property, by means of a bank slip, related to the compensation for the modeling of the CONCESSION;
 - b. Payment to BNDES, via bank slip, for reimbursement of third-party expenses for carrying out studies related to the CONCESSION, to be paid in two separate installments, namely:
 1. First installment, as a condition for signing the CONTRACT, referring to the payment of all expenses disbursed by the BNDES up to the date of issue of the invoice referring to this collection, corrected, *pro rata die*, from the date of each disbursement made by the BNDES, by the Broad National Consumer Price Index – IPCA, up to the date of the last IPCA available at the time of issuing the collection.
 2. Second installment, to be paid after the date of publication of the CONTRACT in the DOE/RS, by means of a billing slip to be issued by the BNDES, with a deadline for payment of up to 15 (fifteen) days from the date of issue, referring to the residual payment covering the expenses incurred by the BNDES after the issuance of the billing slip indicated in sub-item 18.5, item VII, "b", 1, corrected, *pro rata die*, from the date of each disbursement made by the BNDES, by the Broad National Consumer Price Index -- IPCA, until the date of the last IPCA available at the time of issuing the collection.
 - c. Payment to B3 of the amount of BRL 433,062.73 (four hundred and thirty-three thousand and sixty-two Brazilian reais and seventy-three cents), relating to advisory services in the bidding procedure, under the terms of the contract under registration no. OCS No. 0302/2021, dated December 30, 2022, signed with the BNDES, with this amount updated by the IPCA/IBGE at the end of each 1 (one) year period from the base date of 12/2021, and this payment must be made by the 15th (fifteenth) day after the BID is ratified.



- VIII. An INSURANCE PLAN has been submitted, setting forth the instruments to be entered into by the CONCESSIONAIRE with a first-class insurance company, duly authorized to operate in Brazil, to maintain the insurance policies necessary to cover the risks inherent in the development of the MANDATORY INTERVENTIONS and the provision of MANDATORY SERVICES under the CONCESSION, in accordance with the guidelines set out in ANNEX 6 to the CONTRACT; and
- IX. The service contract(s) has (have) been submitted, signed with the TECHNICAL ASSISTANT(S), observing the provisions of APPENDIX N of ANNEX 4 to this PUBLIC NOTICE.
- 18.5.1. The amounts indicated in sub-item 18.5, item VII, line "c", must be updated by the IPCA/IBGE, as of the base date of December 2022 and paid by means of a bank bill issued by the BNDES.
- 18.5.2. For the purposes of estimating the amount to be paid by the GRANTEE under sub-items 18.5, item VII, point "b.1" and "b.2", the amount of BRL 5,643,073.03 (five million, six hundred and forty-three thousand, seventy-three Brazilian reais and three cents) must be considered, which includes the expenses disbursed by the BNDES until May 31, 2023, already adjusted *pro rata die* by the IPCA accumulated from the date of each disbursement made by the BNDES until May 1, 2023, added to the remaining expenses estimated for payment by the BNDES within the scope of the structuring of the CONCESSION.
- 18.5.3. The estimated amount indicated in sub-item 18.5.2 does not include the monetary restatement amounts to be calculated as of May 1, 2023 on expenses disbursed by the BNDES up to May 30, 2023, as well as the monetary restatement levied on expenses incurred after May 30, 2023, as of the date of each disbursement, up to the last IPCA available at the time of collection.
- 18.5.4. Non-payment of the amounts charged in accordance with sub-item 18.5, item VII, point "b.2", may result in registration restrictions with companies in the BNDES System, in credit protection bodies and/or entities, or bodies and/or entities to which the BNDES may give notice as a matter of official duty.
- 18.5.5. The corrections provided for in this item 18.5 by the IPCA, in the event of the IPCA's extinction, must be made by another official index that replaces it or, in the absence of a replacement, by the simple average of the main economic indices that determine inflation.
- 18.6. Failure by the GRANTEE to respond to the call to sign the CONTRACT, or its refusal to sign the CONTRACT within the stipulated period, shall subject the offender to forfeiture of the PROPOSAL GUARANTEE, without prejudice to other legal consequences.
- 18.7. Exceeding the validity period of the COMMERCIAL PROPOSAL or the validity period of the PROPOSAL GUARANTEE shall not prevent the CONTRACT from being signed if the GRANTEE remains interested in doing so.



- 18.8. The GRANTOR, in the event of the GRANTEE'S failure to appear within the stipulated period, its impediment or its refusal, may call the remaining BIDDERS, in the order of their ranking, verifying compliance with the qualification requirements, to sign the CONTRACT, within the same period and under the same conditions as the winning bid, or revoke the BID.
- 18.9. With the signing of the CONTRACT, the CONCESSIONAIRE undertakes to maintain, throughout the execution of the CONTRACT, the conditions required in this BID, which are necessary for the assumption and continuity of the provision of the service.
- 18.10. At the GRANTEE's risk and expense, even before the CONTRACT is signed, the GRANTOR may authorize access to the CONCESSION AREA, as well as related information, in order to begin preparing its planning.

19. ORGANIZATION OF THE CONCESSIONAIRE

- 19.1. The CONCESSIONAIRE shall be a special purpose company, to be incorporated by the GRANTEE within the period set out in this PUBLIC NOTICE, in the form of a joint stock company, incorporated in accordance with Brazilian law, for the exclusive purpose of providing the activities and carrying out the investments that are the subject of the CONCESSION.
- 19.2. The drafts relating to the CONCESSIONAIRE's incorporation to be submitted by the BIDDER to the GRANTOR prior to registration with the Board of Trade shall comply with at least the following:
 - I. Draft bylaws and any shareholders' agreements;
 - II. Composition of management bodies;
 - III. The organizational structure of the CONCESSIONAIRE up to the first hierarchical level below the executive board, including the ombudsman position and the user service position; and
 - IV. Composition of the share capital, identifying the participation of each CONSORTIUM MEMBER for the BID.
- 19.3. The description of the CONCESSIONAIRE's shareholding and management structure must include at least: (a) a description of the types of shares; (b) shareholders and their respective holdings by type of share; (c) an indication of the corporate composition of the CONCESSIONAIRE, as applicable, and of its PARENT COMPANIES, down to the level of individuals, except for cases in which there is an applicable legal or regulatory restriction or impediment; (d) the CONCESSIONAIRE's shareholders' agreements, if any; (e) identification of the administrators, including their respective CVs, and of the CONCESSIONAIRE's management bodies; (f) commitment to corporate governance principles and to the adoption of standardized accounting and financial statements, in accordance with the regulations, under the accounting practices adopted in Brazil, based on Brazilian Corporate Law (Federal Law no. 6.404/1976 and subsequent amendments), CVM rules and regulations and the Accounting Standards issued by the CFC and under the terms of Paragraph 3 of article 9 of Federal Law 11.079/2004;



and (g) identification of RELATED PARTIES.

- 19.3.1. For BIDDERS or members of a CONSORTIUM set up as an investment fund, compliance with the provisions of sub-item 19.3, "c", must take into account the existence of majority shareholders, or of a body and its members, with the power to influence changes to the fund's bylaws, holding powers similar to those referred to in Federal Law No. 6.404/1976, for the purposes of identifying the controlling shareholder.
- 19.4. The CONCESSIONAIRE shall be responsible for carrying out all the contractual obligations assigned to it in the CONCESSION, and may subcontract to third parties under its responsibility.
- 19.5. The CONCESSIONAIRE shall have its registered office and jurisdiction in the state of Rio Grande do Sul.
- 19.6. If the GRANTEE is an individual BIDDER, before the CONTRACT is signed, it must create a wholly-owned subsidiary to act as the contractor, maintaining pre-existing shareholder CONTROL when the company was incorporated.
 - 19.6.1. The CONCESSIONAIRE shall adopt corporate governance standards and adopt standardized accounting and financial statements, in accordance with the accounting practices adopted in Brazil, based on Federal Law No. 6.404/1976, the standards issued by the CFC and the Interpretations, Guidelines and Pronouncements of the CPC, in particular Technical Interpretation ICPC 01 – concession contracts (correlation to International Accounting Standard – IFRIC 12).
 - 19.6.2. The minimum share capital of the CONCESSIONAIRE and its payment must follow the amount and schedule defined in sub-item 14.27, item VII.
 - 19.6.3. The CONCESSIONAIRE may reduce its share capital, without the specific prior consent of the GRANTOR, provided that it has received the acceptance of all the STAGES of the MANDATORY INTERVENTIONS and provided that it complies with the reduction conditions set out in sub-clause 31.2.5 of the CONTRACT.
- 19.7. The participation of non-national capital in the CONCESSIONAIRE will comply with current Brazilian legislation.
- 19.8. The CONCESSIONAIRE may not, throughout the CONCESSION TERM, transfer CONTROL of the company without the prior and express authorization of the GRANTOR.
- 19.9. The CONCESSIONAIRE shall at all times be bound by the provisions of the CONTRACT, the instrument calling for BIDS, the documentation and COMMERCIAL PROPOSAL submitted and the respective contractual documents, as well as sector legislation and regulations, in everything that concerns the implementation of the subject matter of the CONTRACT.
- 19.10. The CONCESSIONAIRE's bylaws must:



- I. Prohibit the alteration of the CONCESSIONAIRE's corporate purpose, except to include activities that involve the exploitation of revenues related to the exploitation of the CONCESSION;
- II. Provide for the need to submit to the prior authorization of the GRANTOR the acts described in the CONTRACT that so require;
- III. Contemplate the decision-making power of the intervener appointed by the GRANTOR in the event of intervention;
- IV. Prohibit the contracting of obligations guaranteed by rights arising from the CONCESSION at levels that compromise the operationalization and continuity of the execution of the object of the CONCESSION; and
- V. The CONCESSIONAIRE's financial year coincides with the calendar year.

20. PENALTIES

- 20.1. Any BIDDER who fails to comply with this PUBLIC NOTICE in such a way as to jeopardize the BID, or who commits any illegal act, including those provided for in Chapter II-B, Title XI, Special Part, of Decree-Law No. 2.848/1940, shall be subject to the sanctions provided for in this PUBLIC NOTICE.
- 20.2. Guaranteed the right to an adversarial proceeding and a prior and ample defense, in accordance with the procedure set forth in Federal Law No. 14.133/2021 and, in the alternative, in State Law No. 15.612/2021, the administrative penalties to which BIDDERS are subject are as follows:
 - I. fine, proportional to the seriousness of the fault, limited to the amount of the PROPOSAL GUARANTEE and in the minimum amount of BRL 1,764,999.14 (one million, seven hundred and sixty-four thousand, nine hundred and ninety-nine Brazilian reais and fourteen cents).
 - II. impediment to bidding and contracting with the state PUBLIC ADMINISTRATION, for a period not exceeding 3 (three) years; and
 - III. declaration of ineligibility to bid or contract with the PUBLIC ADMINISTRATION for a period of 3 (three) to 6 (six) years, for as long as the reasons determining this punishment persist and until its rehabilitation is promoted.
- 20.2.1. The penalties provided for in sub-item 20.2 will be applied to the BIDDER who incurs in the conduct provided for in sub-item 20.3 in accordance with the hypotheses provided for in art. 156, paragraphs 3, 4 and 5 of Federal Law No. 14.133/2021.
- 20.3. The BIDDER commits an administrative infraction, under the terms of Federal Law No. 14.133/2021, if it:
 - I. fails to perform, in whole or in part, any of the obligations assumed



as a result of the BID;

- II. delays the execution of the BID or the delivery of its object without justified reason;
 - III. defrauds the BID in any way;
 - IV. behaves in an unbecoming manner;
 - V. fails to deliver the documentation required for the tender;
 - VI. does not maintain the COMMERCIAL PROPOSAL, except due to a duly justified supervening event;
 - VII. does not sign the CONTRACT or does not deliver the documentation required for its signature, when summoned within the validity period of its COMMERCIAL PROPOSAL;
 - VIII. submits a false declaration or documentation required for the BID or makes a false declaration during the BID;
 - IX. engages in unlawful acts so as to frustrate the objectives of the BID;
or
 - X. practices any of the acts harmful to the PUBLIC ADMINISTRATION provided for in art. 5 of Federal Law No. 12.846/2013.
- 20.4. The unjustified refusal of any GRANTEE to sign the CONTRACT, after having been duly summoned, within the period established by the GRANTOR, is equivalent to total non-performance of the CONTRACT, subjecting it to forfeiture of the PROPOSAL GUARANTEE, under the terms of sub-item 12.13, item IV, of this PUBLIC NOTICE.
- 20.5. The application of any penalty does not exclude the application of a fine.
- 20.6. Fine penalties arising from different facts will be considered independent of each other.
- 20.7. When imposing sanctions, the competent authority will take into account the nature and seriousness of the offender's conduct, the peculiarities of the specific case, the aggravating and mitigating circumstances, the implementation or improvement of the integrity program in accordance with the rules and guidelines of the control bodies, as well as the damage caused to the PUBLIC ADMINISTRATION, observing the principle of proportionality.
- 20.8. The sanctions of impediment and declaration of ineligibility lead to the inclusion of the bidder in the Registry of Suppliers Prevented from Bidding and Contracting with the State Public Administration – CFIL/RS.
- 20.9. The imposition of sanctions does not exempt the BIDDER from the obligation to repair any damage, loss or harm caused to the GRANTOR.
- 20.9.1. Enforcement of the PROPOSAL GUARANTEE does not preclude any claim for damages, the amount of which provided for by way of a fine shall be considered the minimum amount of compensation, and it



shall be the GRANTOR's responsibility to prove the excess damage, as provided for in article 416 of the Civil Code.

- 20.10. The sanctions provided for in this item do not remove the application of the penalties established in Federal Law No. 12.846/2013, in accordance with the provisions of its article 30 and in State Law No. 15.228/2018 and State Decree No. 55.631/2020.

21. FINAL PROVISIONS

- 21.1. The standards governing this BID shall be interpreted in favor of broadening the competition, respecting equal opportunity among BIDDERS, provided that they do not compromise the public interest, the purpose and the security of the hiring.
- 21.2. All documentation provided by the GRANTOR to BIDDERS may only be used by the latter to present their COMMERCIAL PROPOSALS, and may not be reproduced, disclosed or used, in whole or in part, for any purpose other than those expressed in this BID, under penalty of liability for the improper use of these documents.
- 21.3. The GRANTOR may, at any time, revoke, postpone or even annul this BID pursuant to Federal Law No. 14.133/2021, without any right to compensation or reimbursement of expenses whatsoever.
- 21.4. In the interests of the GRANTOR, without the participants being entitled to any claim or compensation, the following may occur:
- I. The PUBLIC SESSION for the receipt of ENVELOPES and the opening of ENVELOPES can be postponed;
 - II. The PUBLIC NOTICE can be amended, setting a new deadline, under the terms of the specific legislation, for the BID to be carried out; and
 - III. A closed session can be scheduled if the STANDING BIDDING COMMITTEE deems it appropriate in order to carry out a more detailed and thorough evaluation of all the documents received.
- 21.5. The nullity of the BID implies the nullity of the CONTRACT, and does not generate any obligation to indemnify on the part of the GRANTOR, unless otherwise provided in the contract.
- 21.6. At any time, the STANDING BIDDING COMMITTEE may, depending on the phase of the BID, disqualify or disable the BIDDER, without the BIDDER being entitled to compensation or reimbursement of expenses in any way, in the event that it becomes aware of a fact or proven circumstance that discredits its suitability or compromises its financial, technical, production or administrative capacity.
- 21.7. BIDDERS are obliged to notify the GRANTOR, at any time, of any supervening fact or circumstance that impedes the CONDITIONS FOR QUALIFICATION or classification, or that represents a violation of the conditions for participation provided for in the PUBLIC NOTICE, immediately after its occurrence.



- 21.8. The courts of the capital of the state of Rio Grande do Sul shall have jurisdiction to settle any issues arising from the BID that are not resolved at the administrative level.

Rio Grande do Sul, [--] [--], 2023

[REPRESENTATIVE OF THE GRANTOR]