

**INTERNATIONAL COMPETITION NOTICE OF AUCTION NO.
02/2018**

Sub-Concession for the provision of public rail freight service associated with the railway infrastructure management between Porto Nacional/TO and Estrela D'Oeste/SP, pursuant to Act no. 10.233, of June 5, 2001

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Part I - Preamble

The Union, through the **National Agency of Land Transportation (ANTT)**, hereby announces, by the present **Sub-Concession Notice of Auction No. 02/2018**, the conditions of denationalization, in the form of international public competition, in order to select the best bid for **Sub-Concession** of the provision of public rail freight service associated with the railway infrastructure management, between Porto Nacional/TO and Estrela d'Oeste/SP, pursuant to art. 14, I, a, of Act no. 10,233, of June 5, 2001.

The present denationalization will be guided by the rules set forth in this **Notice of Auction** and its **Annexes**, by Acts No. 10.233, of June 5, 2001; No. 9.491, of September 9, 1997; No. 8.987, of February 13, 1995; and No. 9.074, of July 7, 1995.

The grant for the commercial exploitation of the **Railway** was legally established to VALEC - Engenharia, Construções e Ferrovias S.A. by art. 8 of Act No. 11.297 of May 9, 2006, as amended by the art. 5 of Act 11.772 of September 17, 2008. The Granting Plan corresponding to the **Sub-Concession** was approved by the Ministerial Order no 12, of March 9, 2018, of the Minister of Transport, Ports, and Civil Aviation, published in the Official Gazette in March 12, 2018, according to art. 1, VI of Annex I of Decree No. 9.000, of March 8, 2018, and art. 3 of the Ministerial Order No. 106/2013 of the Ministry of Transport. The Granting Plan, together with the specific studies of technical and economic feasibility for the commercial exploitation of the **Railway** was proposed in the form of art. 24, III of Act 10.233, of June 5, 2001.

A public hearing was held with face-to-face sessions, based on ANTT Resolution No. 3.705, of August 10, 2011. The public hearing took place in the period between June 27 and August 11, 2017. The face-to-face sessions were held on July 20, 2017, July 28, 2017, August 1, 2017, August 3, 2017 and August 7, 2017, in the cities of Goiânia/GO, Palmas/TO, Uberlândia/MG, São Paulo/SP, and Brasília/DF, respectively, and informed to the public through publication in the Official Gazette, in June 19, 2017, and in newspapers of mass-circulation in the States of Goiás, Tocantins, Minas Gerais, São Paulo and Federal District, on June 30, 2017, and on the website www.antt.gov.br.

The evaluation criteria of the **Economic Proposal** will be the higher offer for the **Sub-Concession** granting, under the terms of art. 15, II of Act No. 8.987, of February 13, 1995, as amended by Act No. 9.648, of May 27, 1998, and by article 34-A, Paragraph 2, IV of Act No. 10.233, of June 5, 2001.

Bids and other documents needed to participate in the **Auction Process** will be received between 9 a.m. and midday of March 25, 2019. The opening of the bids will be held in the **Auction Public Session** starting at 10 a.m. of March 28, 2019, at B3 head office, at Rua XV de Novembro, no. 275, in the City of São Paulo, State of São Paulo.

The **Notice of Auction**, its **Annexes**, as well as all information, studies and projects available about the **Railway** may be obtained: (i) on a physical or electronic basis, at the ANTT head offices, in its Ombudsman Office, at November 30, 2018, from 9 a.m. to 6 p.m., by means of reimbursement to ANTT of the value of the copies; and (ii) on the ANTT website, www.antt.gov.br, according to the rules set forth in this **Notice of Auction** for the availability of the information and studies.

Part II – Definitions

For the purposes of this **Notice of Auction**, the following definitions, without prejudice to others established herein, will apply to the respective terms:

- (i) **Accredited Broker**: brokerage firm authorized to operate in **B3** and hired by the **Bidder**, through an intermediation contract, to represent it in the acts practiced with **B3** and during the **Auction Public Session**.
- (ii) **Accredited Representative**: person authorized to represent the **Bidder** in all acts related to the **Auction Process**, except for those practiced at **B3** and during the **Public Session**.
- (iii) **Annex(es)**: each one of the documents attached to the **Notice of Auction**.
- (iv) **ANTT: National Agency of Land Transportation**, a special federal agency that is part of the Indirect Public Administration, established by Act No. 10.233, of June 5, 2001, based in Brasília, Federal District, at Setor de Clubes Esportivos Sul – SCES, lote
- (v) **Assumption Date**: date of publication of the **Contract** in the **DOU**.
- (vi) **Auction Procedures Manual**: document published by **ANTT** and reproduced on **B3's** website, containing guidelines, rules and document models of the **Auction Process**.
- (vii) **Auction Process**: the present public procedure conducted by **ANTT** to select isonomically, among the bids submitted, the best one to the **Public Administration** interests, based on the criteria established in this **Notice of Auction**, for the achievement of the
- (viii) **Auction Public Session**: public session beginning on March 21, 2019, at 10 a.m., to open the envelope of the **Economic Proposal** submitted by the **Bidders**, classification of the proposals and posterior opening of the qualification documents of the **Bidder** declared winner.
- (ix) **Awardee: Bidder** declared winner of the **Auction Process** by **ANTT**, to whom the object of the **Sub-Concession** was awarded.
- (x) **B3: B3 S.A. – Brasil, Bolsa, Balcão**, a company located in the Municipality of São Paulo, State of São Paulo, at Rua XV de Novembro, 275.
- (xi) **Bid Security**: the guarantee of fulfillment of the proposal to be presented by the **Bidder** to **ANTT** in accordance with this **Notice of Auction**.
- (xii) **Bid**: the value contained in the **Economic Proposal**, expressed in two (2) decimal places, which cannot be less than R\$ 1.353.550.000,00 (one billion, three hundred and fifty-three million, five hundred and fifty thousand reais), referenced to December 2017, to be offered by the **Bidder** to **ANTT**, for the grant of the public railway transport service associated with the railway infrastructure management, between Porto Nacional/TO and Estrela D'Oeste.
- (xiii) **Bidder**: any Brazilian and foreign legal entity, alone or in a **Consortium**, participating in the **Auction Process**.
- (xiv) **Bylaws**: the bylaws of the **SPE**, to be prepared by the **Awardee**.
- (xv) **Concessionaire**: the federal public company VALEC – Engenharia, Construções e Ferrovias S.A.
- (xvi) **Consortium**: group formed by legal entities with the purpose of participating in this **Auction Process**, bounded in the terms set out in Table XI of Annex 2.

- (xvii) **CVM**: Securities Commission, a federal agency established by Act no. 6,385, of December 7, 1976.
- (xviii) **DNIT**: National Department of Transport Infrastructure, a federal agency linked to the Ministry of Transport, created by Act no. 10,233, of June 5, 2001.
- (xix) **DOU**: Official Gazette.
- (xx) **Economic Proposal: Bid** offered by the **Bidder** for the complete execution of the **Sub-Concession Contract** object.
- (xxi) **Envelope Receipt Date**: the period between 9 a.m. and midday. of March 18, 2019, in which all the documents necessary for participation in the Auction Process must be delivered by the **Bidders** through the **Accredited Broker** at **B3**.
- (xxii) **Grant Committee**: commission established by **ANTT's** Ordinance, which will be responsible for examining and judging all the documents related to the bidding process, and to conduct the **Auction Process**.
- (xxiii) **Granting Authority**: the **Union**, herein represented by **ANTT**.
- (xxiv) **Homologation Act: Deliberation** issued by **ANTT** whose purpose is to confirm the result of the **Auction Process**.
- (xxv) **Ministry of Transport, Ports and Civil Aviation**: Federal Public Administration, as established by Law 10.683, of May 28, 2002, and Decree No. 7,717, of April 4, 2012, based in Brasília, Federal District, Brazil, at Esplanada dos Ministérios, Bloco R, and and responsible for the formulation of the national rail transport policies.
- (xxvi) **Notice of Auction**: this **Notice of Auction** of **Sub-Concession** No. 02/2018, and all its **Annexes**.
- (xxvii) **Performance Bond**: the bond that the **Sub-Concessionaire** must maintain in favor of **ANTT** to ensure the fulfillment of the contractual obligations, in the amount and in the terms defined in the **Contract**.
- (xxviii) **Qualification Documents**: a set of documents listed in Annex 2, to be presented by the **Bidders** and intended to prove their legal qualification, tax regularity, technical qualification and economic-financial qualification.
- (xxix) **Qualified Professional**: graduated professional technically responsible for the execution of the public service concerning the **Sub-Concession** object of the **Auction Process**.
- (xxx) **Railway**: all installations, special structures, infrastructures, superstructures, sidings, signaling systems, buildings and other assets necessary to make the segment between Porto Nacional (TO) and Estrela D'Oeste (SP) available for transportation, according to the terms and conditions of the **Sub-Concession Contract** and its respective Annexes, and **ANTT** regulations.
- (xxxi) **SPE**: specific purpose entity to be mandatorily constituted by the **Awardee**, in the form of a corporation, which will sign the **Sub-Concession Contract** with the **Subcontracting Intervient**.
- (xxxii) **Specifications Book**: set of obligations presented in Annex 1 of the **Contract**, concerning to the railway infrastructure management and the provision of the rail transport service, which must be fulfilled by the **Sub-Concessionaire**.

- (xxxiii) **Sub-Concession Contract** or **Contract**: legal instrument of **Sub-Concession** grant, to be signed between **ANTT** and the **Sub-Concessionaire**, with the approval of the **Subcontracting Intervenant**, to provide railway freight transportation service associated with the rail infrastructure management located between Porto Nacional/TO and Estrela d'Oeste/SP, in the segments: (i) Porto Nacional/TO to Anápolis/GO; and (ii) Ouro Verde de Goiás/GO and Estrela d'Oeste/SP, according to the terms and conditions established in the **Contract** and its **Annexes**, and in the Act nº 10.233, of June 5, 2001, as well as the applicable legislation and regulation, the draft of which is included in **Annex 18** of this **Notice of Auction**.
- (xxxiv) **Sub-Concession**: grant for the provision of the public rail freight service associated with the operation of railway infrastructure, in an exclusive character, within the terms and conditions established in this **Notice of Auction, Annexes**, in the **Contract** and in its **Annexes**, as well as in the applicable legislation and regulations.
- (xxxv) **Sub-Concessionaire**: **SPE** to be constituted in accordance with the laws of the Federative Republic of Brazil, with the exclusive purpose of performing the **Sub-Concession**
- (xxxvi) **User**: any person, whether natural or legal, who uses the **Railway**.

Except where the context does not allow such an interpretation, the Definitions of the Notice of Auction must also be applied in their singular and plural forms.

Part III – Object

2 Notice of Auction's Object

2.1 The object of this **Notice of Auction** is the **Auction Process**, in the form of international public competition, for the **Sub-Concession** by VALEC – Engenharia, Construções e Ferrovias S.A., on an exclusive basis, to provide the public rail freight service associated with the railway infrastructure management located between Porto Nacional/TO and Estrela D'Oeste/SP, in the segments: (i) Porto Nacional/TO and Anápolis/GO; and (ii) Ouro Verde de Goiás/GO and Estrela D'Oeste/SP, under the terms and conditions established in this **Notice of Auction**, its **Annexes**, in the **Contract** and its **Annexes**, and in the Federal Act no. 10,233, of June 5, 2001.

3 Sub-Concession Term

3.1 The **Sub-Concession** term is 30 (thirty) years, starting in the **Assumption Date**, being its renewal forbidden.

4 Sub-Concessionaire Remuneration

3.1 The **Sub-Concessionaire** will be remunerated for the receipt of the transport tariff, trackage right tariff and haulage right tariff, and the revenues resulting from accessory operations and associated projects, according to the terms defined in this **Notice of Auction** and in the **Contract**.

5 Necessary Conditions for Adequate Service Provision

5.1 For the adequate provision of service, the **Sub-Concessionaire** must comply with the criteria established in the **Specifications Book**, and specific regulations of **ANTT**.

5.2 The **Sub-Concessionaire** pledges to guarantee to **ANTT**:

- (i) The quality of the services related to the **Sub-Concession** object, which must be sufficient and adequate to comply with the **Contract** and the **Specifications Book**, being fully responsible for any nonconformity with the parameters and minimum technical specifications established; and
- (ii) The rational and safe operation of the infrastructure, characterized by the efficient management of the railway, equipment and compositions, aiming at minimizing operational costs, ensuring the safety and reliability of the transportation infrastructure.

Part IV – Access to Information about the Railway and the Auction Process

6 Acquisition and Consultation of the Notice of Auction and Access to Information

6.1 The **Notice of Auction**, its **Annexes**, as well as all information, studies and projects available about the Railway, including those related to constructions for the conclusion of the South Extension, between Ouro Verde de Goiás/GO and Estrela d'Oeste/SP, can be obtained: (i) on a physical or electronic basis, at the **ANTT** head office, in its Ombudsman, from November 30, 2018, from 8 a.m. to midday, and from 2 p.m. to 6 p.m., by means of reimbursement to **ANTT** of the value of the copy; and (ii) on the **ANTT** website, www.antt.gov.br.

(i) Documents whose characteristics do not allow their availability through the **ANTT** website will be made available in physical or electronic media, at **ANTT** head office, as provided in subitem 5.1.

6.2 **ANTT** assumes no liability for the **Notice of Auction**, its worksheets and forms and other information, studies and projects about the **Railway** obtained or known in a way or in a place other than those specified in this **Notice of Auction**.

6.3 Obtaining the **Notice of Auction** will not be a condition for participation in the **Auction Process**, but the **Bidder** must be aware and accept all of its terms and conditions.

6.4 **Bidders** are responsible for the direct analysis of the **Railway** conditions and for all data and information about the **Sub-Concession**.

(i) The information, studies, researches, surveys, projects, spreadsheets and other documents or data related to the **Railway** and its performance, made available by **ANTT**, were made and obtained for the purposes of pricing the **Sub-Concession**, not presenting to any potential **Bidder** any binding character or any effect from the point of view of the **Granting Authority's** liability towards the **Bidders** or the future **Sub-Concessionaire**.

6.5 **Bidders** will bear the costs and expenses incurred in carrying out studies, investigations, surveys, projects and investments related to the **Auction Process**, or to the hiring process.

6.6 Documentation provided by **ANTT** to citizens and interested parties may not be reproduced, disclosed and used, in whole or in part, for any purpose other than those presented in the **Notice of Auction**.

7 Requests for Clarification

7.1 If any citizen or interested party needs further clarification, he or she must request them to **ANTT** until 12 midday of December 31, 2018, as follows:

(i) On the **ANTT** website, www.antt.gov.br, accompanied, when necessary, by a file containing the questions formulated in “.doc” format; or

(ii) By means of correspondence registered at **ANTT's** head office, containing the questions, according to the attached form of **Annex 1**, printed and in magnetic medium, with the respective file recorded in “.doc” format.

a) All correspondence regarding the **Notice of Auction** sent to **ANTT** will be considered as delivered on the date of its receipt by the recipient,

except those received after 6 p.m. (Brasília time). In the case of correspondence addressed to the electronic address, these will be accepted if they are sent until 11:59:59 p.m. of the day established in subitem 6.1.

7.2 The **Grant Committee** will not answer questions that have been formulated in disagreement with the provisions of sub-item 6.1 and with **Annex 1** of the **Notice of Auction**.

7.3 The responses of the **Grant Committee** to these clarifications will be published in the website www.antt.gov.br, up to 5 (five) working days prior to the **Envelope Receipt Date**, without the indication of the citizen or interested party who has formulated the question.

(i) The responses of the **Grant Committee's** to the requests for clarification will be an integral part of this **Notice of Auction**.

8 Notice of Auction Impugnation

8.1 Any citizen or interested party is a legitimate party to impugn this **Notice of Auction**.

(i) Subject to decay of the right, any impugnation of the **Notice of Auction** must be presented at **ANTT's** head office up to 5 (five) working days prior to the **Envelope Receipt Date**, in the case of a citizen, and in 2 (two) working days, in the case of being a party interested in participating in the **Auction Process**.

8.2 The impugnation of the **Notice of Auction** must be addressed to the Chairman of the **Grant Committee**.

8.3 The timely impugnation will not prevent the interested party participation in the **Auction Process** until **ANTT** decision.

Part V – Auction Process Regulation

9 Participation's Conditions

- 9.1 Brazilian and foreign legal entities, complementary pension entities and investment funds may participate in this **Auction Process**, either alone or in the form of a **Consortium**, unless:
- (i) They are impeded or with suspension of the right to participate in auction processes or to contract with ANTT and with the **Subcontracting Interveniient**;
 - (ii) They have been declared prevented to contract with the Public Administration by a Federal, State or Municipal body in the last 5 (five) years, without their rehabilitation being promoted before the body in question;
 - (iii) They have partner(s), manager(s) or technical manager(s) who are or have been an occupant of effective or commissioned position, or employed in **ANTT**, in the **Ministry of Transport, Ports and Civil Aviation**, in the **Subcontracting Interveniient**, in the Brazilian Enterprise for Planning and Logistics – EPL, or in **DNIT**, or occupant of a position of management, executive management, advisory or assistance of the **Union** in the last one hundred and eighty (180) days prior to the date of publication of the **Notice of Auction**;
 - (iv) Its directors fall under any of the hypotheses in art. 1, I of the Complementary Act no. 64, of May 18, 1990, except in the cases of crimes of private criminal action, culpable or those defined by law as having less offensive potential; or
 - (v) Their managers have been condemned of administrative improbity.
- 9.2 Without prejudice to other requirements contained in the remainder of the **Notice of Auction**, the participation of a foreign **Bidder** is conditioned to the submission of the documents set out in the item "Foreign Bidder" of **Annex 2**.
- 9.3 The participation in the **Auction Process** implies the integral and unconditional acceptance of all the terms, dispositions and conditions of this **Notice of Auction** and its **Annexes**, as well as of the other rules applicable to the **Auction Process**.

10 Consortium

- 10.1 In the event that the **Bidder** participates through a **Consortium**, the following rules must be observed, without prejudice to others existing in the remainder of the **Notice of Auction** and its **Annexes**:
- (i) Each consortium member must meet individually the requirements related to the legal qualification, tax regularity and economic-financial qualification contained in this **Notice of Auction**;
 - (ii) The technical qualification requirements must be met by the **Consortium**, through any of the consortium members alone, with the sum of the technical qualifications presented by the consortium members admitted;
 - (iii) Disqualification of any consortium member will result in the automatic disqualification of the **Consortium** as a whole;

- (iv) There is no limit in the number of consortium members to constitute the **Consortium**;
- (v) No **Bidder** may participate in more than one **Consortium**;
- (vi) In case a **Bidder** participates in a **Consortium**, it will be directly prevented from participating separately in the **Auction Process**;
- (vii) The inclusion, replacement, withdrawal, exclusion or change in the percentage of the partaker in the **Consortium** will not be allowed until the **Contract** signature;
- (viii) In the case of a **Consortium** composed by foreign and national companies, the leading company of this **Consortium** must be a national company; and
- (ix) The **Consortium** partakers are jointly liable under the terms of the Law, for the purposes of the obligations assumed due to the **Auction Process**, until the signing of the **Sub-Concession Contract**.

10.2 The Consortium's participation in this **Auction Process** is conditioned to the presentation of a **Consortium's** constitution form duly registered before the competent body, or the term of a public or private commitment to set up a **Consortium**, pursuant to item 17 of **Annex 2**.

11 Form of Presentation of Documentation and Delivery of Documents

11.1 The **Bid Security**, the **Economic Proposal** and the **Qualification Documents** must be: (i) delivered on the **Envelope Receipt Date**, at **B3**, by a representative of the **Accredited Broker**, with an intermediation contract in accordance with **Annex 12** and documents that prove their powers of representation; and (ii) presented in 3 (three) sealed volumes, containing 2 (two) copies of each document, distinct and identified in their cover as follows:

(i) **VOLUME 1 – PROPOSAL GUARANTEE**

SUB-CONCESSION NOTICE OF AUCTION No. 02/2018 – NORTH-SOUTH RAILWAY SUB-CONCESSION

NAME OF THE **ACCREDITED BROKER** WITH THE NAME, TELEPHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS REPRESENTATIVE IN THE **AUCTION PROCESS**

(ii) **VOLUME 2 – ECONOMIC PROPOSAL**

SUB-CONCESSION NOTICE OF AUCTION No. 02/2018 – NORTH-SOUTH RAILWAY SUB-CONCESSION

NAME OF THE **ACCREDITED BROKER** WITH THE NAME, TELEPHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS REPRESENTATIVE IN THE **AUCTION PROCESS**

(iii) **VOLUME 3 – QUALIFICATION DOCUMENTS**

SUB-CONCESSION NOTICE OF AUCTION No. 02/2018 – NORTH-SOUTH RAILWAY SUB-CONCESSION

NAME OF THE **ACCREDITED BROKER** WITH THE NAME, TELEPHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS REPRESENTATIVE IN THE **AUCTION PROCESS**

- 11.2 Each one of the envelopes of the **Bid Security**, the **Economic Proposal** and the **Qualification Documents** must be presented in 2 (two) identical copies, separately bound, with all pages with content sequentially numbered, including separating sheets, catalogs, drawings or similar content, if there is, regardless of whether it is more than one book, from the first to the last sheet, so that the numbering of the last sheet of the last book reflects the total number of sheets of each volume, whereas no splicing, erasure, line spacing or reservation is allowed.
- 11.3 Each copy, at the end of the volume, must contain a page with its own closing term, which will not be numbered.
- 11.4 Each envelope of **Bid Security**, **Economic Proposal** and **Qualification Documents** must be submitted in electronic format for each copy, in portable document format (pdf), with identical contents to the 2 (two) copies presented on physical format.
- 11.5 In case of discrepancy between the information presented in physical and electronic format, the information provided on physical format will prevail.
- 11.6 In case of divergence between numbers and their expression in words, the written form will prevail.
- 11.7 For submission purposes:
- (i) The copies of each envelope of the **Bid Security**, the **Economic Proposal** and the **Qualification Documents** must contain, in addition to the identification mentioned in sub-item 10.1, the subtitle "1st copy" and "2nd copy" respectively; and
 - (ii) All the documents must be submitted in their original form or authenticated copy, except for the documents related to the **Bid Security**, which must be submitted in Volume 1, in their original copies in the 1st copy and authenticated copies in the 2nd copy.
- 11.8 All sheets of each copy of the **Bid Security**, the **Economic Proposal** and the **Qualification Documents** must be countersigned by the **Accredited Representative**.
- 11.9 The delivery of the **Auction Process** documents will not be accepted by post or by any other means not provided for in this **Notice of Auction**.
- 11.10 The documents must be submitted according to the models included in the **Notice of Auction**, except when expressly authorized otherwise.
- 11.11 Any formal deficiencies in the documents submitted by the **Bidders** regarding the **Bid Security**, the **Economic Proposal** and the **Qualification Documents** may be reviewed or remedied by the **Grant Committee**, even if due diligence is required.
- 11.12 Documents must be submitted in plain language, without any amendments, erasures, line spacing or reservation, and must observe the following rules with regard to the language:

- (i) The documents related to the **Auction Process** must be submitted in Portuguese and all documentation will be understood and interpreted in accordance with this language;
- (ii) In case of documents in a foreign language, they must be submitted with the signature duly recognized as true by a notary or other entity in accordance with the applicable law to the documents, which must be recognized by the nearest Brazilian consular representation, duly translated into Portuguese by a sworn public translator, and the proxies must be registered in the Registry; and
- (iii) Foreign societies coming from signatory States of the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, passed in Brazil through Decree no. 8.660/2016, can substitute the necessity of authentication for the apposition of the apostille referred to in the Convention, when applicable. The documentation and the relevant apostille must be translated by a sworn translator and have notarized signature by a public notary.

11.13 Bidders will bear all costs related to the preparation and presentation of the volumes of the Bid Securities, the Economic Proposals and the Qualification Documents, and ANTT will not be liable in any case for such costs, regardless of the procedures followed in the **Auction Process** or the results thereof.

11.14 The acts practiced by the **Bidders** are subject to estoppel, and the exercise of faculties corresponding to consummate stages of the **Auction Process** is prohibited, except in the hypotheses admitted in the **Notice of Auction**.

12 Bidders' Representatives

12.1 Accredited Representatives

- (i) Each **Bidder** must have one (1) **Accredited Representative**.
- (ii) The volume of the **Bid Security** must contain the following documents to proof the representative's authority of the **Accredited Representative**:
 - a) In the case of Brazilian company **Bidders**, a letter of attorney that proves the power to carry out, on behalf of the **Bidder**, all acts related to the **Auction Process**, following the model in **Annex 8**, with notarized signature and accompanied by the documents proving the powers of the grantors, as last amended in the company registry or competent registry;
 - b) In the case of a **Consortium Bidder**, the letter of attorney mentioned above must be granted by the leading company with a notarized signature, and must be accompanied by: (i) letters of attorney granted by the consortium partakers to the lead company, also in the format of Annex 8, with notarized signature; and (ii) documents proving the powers of all the grantors, according to the latest changes filed in the company registries or competent registries;
 - c) In the case of foreign company **Bidder**, a letter of attorney granted to the legal representative residing and domiciled in Brazil, proving the power to carry out, on behalf of the **Bidder**, all acts related to the

Auction Process and with express powers to receive summons and represent the **Bidder** administratively and judicially, as well as to make agreements and waive the rights under the law and, as the case may be, to establish the appropriate powers for the **Accredited Representative**, following the model of **Annex 9**; and

- d) In the hypothesis of subitem 11.1 (ii) (c), the letter of attorney must be accompanied by documents evidencing the powers of the grantors, with the signatures duly recognized as true by notary or other entity in accordance with the legislation applicable to the documents, which must be recognized by the nearest Brazilian consular representative, duly translated into Portuguese by a sworn public translator and registered in a Registry, as last amended on the company register, competent registry office or equivalent requirement of the country of origin.
- (iii) The **Accredited Representative** will not be allowed to intervene or perform acts during the **Auction Public Session**, since such representation will be exercised exclusively by the **Accredited Broker**.
- (iv) The **Accredited Representative** must sign and recognize the signature in all declarations and documents referred to in this **Notice of Auction**, except the **Economical Proposal**, which secrecy must be preserved.
- (v) The **Accredited Representative** may exercise the representation of a single **Bidder**, or **Consortium**, and must follow all the acts of the auction process, until its closure.

12.2 Accredited Brokers

- (i) The brokerage contract between the **Accredited Broker** and the **Bidder**, which must have the minimum content specified in **Annex 12**, must be delivered together with the documents referred to in subitem 11.1 (b), accompanied by the corporate act or letter of attorney proving the powers of the persons who signed the contract on behalf of the **Bidder**.
- (ii) **Accredited Brokers** must represent the **Bidders** at **B3** in the delivery of all documents required in this **Notice of Auction**, especially the volumes of the **Bid Security**, the **Economic Proposal** and the **Qualification Documents**, and in the acts of the **Auction Public Session**.
- (iii) Each **Accredited Broker** may represent only one **Bidder**, and each **Bidder** may only be represented and participate in the **Auction Process** through a single **Accredited Broker**.

13 Bid Security

- 13.1 The **Bid Security** must be deposited in the minimum amount of one hundred and twelve million reais (R\$ 112,000,000.00), and may be provided in cash, government debt securities, guarantee insurance or bank guarantee.
- 13.2 The **Bid Security** must have a minimum validity period of 1 (one) year from the **Envelope Receipt Date**, including the start date and the end date.

- 13.3** The **Grant Committee** and **B3** will analyze the regularity and effectiveness of the guarantees submitted in accordance with the **Notice of Auction** and the **Auction Procedures Manual**.
- (i) The decision and the communication of acceptance of the **Bid Security** of each **Bidder** to participate in the **Auction Process** will be responsibility of the **Grant Committee**.
- 13.4 Bidders** must also observe the following conditions when offering the **Bid Security**:
- (i) In the event that the **Bid Security** is provided under the guarantee insurance modality, the instrument must be issued by insurer authorized to operate by SUSEP, and in accordance with the content contained in **Annex 10-A**.
- (ii) In the event that the **Bid Security** is provided under the bank guarantee modality, the instrument must be issued by commercial, multiple or investment bank, classified in the first or second classes, A or B, of the long-term rating scale of one of the risk rating agencies: Fitch Ratings, Moody's or Standard & Poors, besides indicating in the document the content of **Annex 10-B**;
- (iii) In the event that the **Bid Security** is provided in government debt securities, only securities issued in book-entry form will be accepted by means of registration in a centralized system of liquidation and custody authorized by the Central Bank of Brazil, and evaluated for their economic values, as defined by the Ministry of Finance;
- (iv) The **Bid Security** must be presented in accordance with the model in **Annex 10**;
- (v) If the **Bidder** participates singly, the **Bid Security** must be presented in its own corporate name; and
- (vi) If the **Bidder** is a **Consortium**, the **Bid Security** must be submitted on behalf of any of the consortium members, indicating the denomination of the **Consortium**, the participation percentage of each consortium member, and the indication of the leader, being admissible the **Bid Security** composition among the consortium members, independently of its participation percentage in the **Consortium**.
- 13.5** In case of **Bid Security** provided by means of government debt securities, the total value of the securities according to the last quotation published on the working day will be considered for the purposes of calculating the minimum amount, in accordance with sub-item 12.1, prior to the **Envelope Receipt Date**, according to the criteria and practices of the Ministry of Finance.
- 13.6** The volume of the **Bid Security** must contain, as the case may be:
- (i) presentation of the **Bid Security**, according to **Annex 10**;
- (ii) the documents representing the transfer of the government securities as collateral to **ANTT**, in accordance with the applicable legislation;
- (iii) the bank guarantee instrument;
- (iv) the guarantee insurance policy; or

- (v) proof of deposit in reais in a checking account at Caixa Econômica Federal, defined by the **Bidder** itself, pursuant to art. 82 of Decree n. 93.872, of December 23, 1986, and Decree-Act no. 1737, of December 20, 1979.
- 13.7 Bidders** who do not submit the **Bid Securities** under the conditions established in this **Notice of Auction** and **Annexes**, as well as in the **Auction Procedures Manual** will be prevented from participating in the **Auction Process**.
- 13.8** The **Bid Security** will be refunded to all **Bidders** after the signing of the **Sub-Concession Contract**, or in case of an act of the **Granting Authority**, Brazilian Federal Court of Auditors (Tribunal de Contas da União – TCU), or judicial decision, that decides to discontinue the **Auction Process**.
- 13.9** If the validity of the **Bid Security** expires prior to the signature of the **Sub-Concession Contract**, the **Bidder** must provide its renewal at its own expense up to 15 (fifteen) days prior to the due date, extending its duration for at least 6 (six) months, in which case the maintenance of the qualification conditions will be conditioned to the renewal of the respective **Bid Security**.
- (i) In the event of renewal, the guarantee referred to in sub-item 12.9 above must be adjusted by the positive variation of the Extended Consumer Price Index (IPCA) published by the Brazilian Institute of Geography and Statistics (IBGE) between the month prior to the **Envelope Receipt Date** and the month immediately preceding the **Bid Security** renewal.
 - (ii) In case of a **Bid Security** renewal, the readjustment will occur between the month immediately preceding the renewal of the **Bid Security** and the month preceding the due date.
- 13.10** In the event of more than 1 (one) request for renewal of the **Bid Security**, the unsuccessful **Bidder** may withdraw from the **Auction Process** by means of a notice addressed to the **Grant Committee**, which will give immediate quittance of its incurred commitments due to the participation in the auction procedure.
- 13.11** The **Bid Security** will be executed in the event of total or partial default by the **Bidder** of the obligations assumed as a result of its participation in the **Auction Process**, upon notification by **ANTT** to the defaulting **Bidder**, with no prejudice to the other set forth penalties in the **Notice of Auction** or applicable law, including, but not limited to:
- (i) submission of the **Qualification Documents** by the winning **Bidder** not in compliance with the provisions of the **Notice of Auction**, except for the provisions of sub-item 10.10;
 - (ii) presentation by the winning **Bidder** of an **Economic Proposal** that does not meet all the requirements established in the applicable legislation and in the **Notice of Auction**;
 - (iii) failure by the **Awardee** to comply with the obligations prior to the **Contract** signature, pursuant to item 21;
 - (iv) Refusal by the **Awardee** to enter into the **Contract**;
 - (v) if the **Bidder** practices acts in order to thwart the objectives of the **Auction Process**;

- (vi) coverage of fines, penalties and indemnities that may be due by the **Bidder** to **ANTT**, due to its participation in the **Auction Process**, from the date of submission of the **Bid Security** until the **Sub-Concession Contract** signature date, without prejudice to the application of other penalties and residual liability for the amount that exceeds the **Bid Security**; and
- (vii) the **Bidder** withdraws its bid within the validity period.

13.12 Any modification in the terms and conditions of the **Bid Security** submitted to **ANTT** is prohibited, except if expressly authorized by the **Grant Committee** and considering the provisions of sub-item 12.9.

- (i) Exceptionally, it may be allowed to substitute the **Bid Security** in case of loss of the guarantee value or situations that result in the unenforceability of the instrument.

13.13 In Volume 1 - **Bid Security**, the **Bidder** must insert the following documents:

- (i) the representation documents presented in sub-item 11.1 (ii) above;
- (ii) copy of the intermediation contract between the **Accredited Broker** and the **Bidder** and other documents, according to sub-item 11.2 (i) above;
- (iii) the declaration of independent elaboration of the **Economic Proposal**, according to the model in **Annex 13**;
- (iv) supporting documents, if any, of tie-breaking requirements provided for in the Disability Statute;
- (v) presentation of the **Bid Security** in accordance with **Annex 10**; and
- (vi) one of the **Bid Security** modalities, as prescribed in subitem 12.6 above.

14 Economic Proposal

14.1 The volume of the **Economic Proposal** must contain only a Letter of Presentation of the **Economic Proposal**, duly signed, according to the model in **Annex 4**.

- (i) in its **Economic Proposal**, the **Bidder** must propose the **Bid**, in the terms defined in this **Notice of Auction**.
- (ii) the **Economic Proposal** must be valid for 1 (one) year, counted from the last day of the **Envelope Receipt Date**, and, in this period, all its conditions must be maintained.

14.2 The **Economic Proposal** must consider:

- (i) The investments, taxes, costs and expenses, including but not limited to financial, required to the **Sub-Concession** performance, as envisaged in the **Contract, Specifications Book** and other **Annexes** of the **Notice of Auction** and the **Contract**;
- (ii) the risks to be assumed by the **Sub-Concessionaire** as a result of the **Sub-Concession** performance, described in the Minutes of the **Notice of Auction** and the **Sub-Concession Contract**, as well as in the applicable legislation;
- (iii) the term of the **Sub-Concession**, which will be 30 (thirty) years;

- (iv) that all planned investments must be fully depreciated and amortized during the **Sub-Concession Term**; and
- (v) that the investment value envisaged in the **Specifications Book** will be subject to a discount stemming from the tax benefits of the Special Regime of Incentives for Infrastructure Development – Reidi and from the Tax Regime to Encourage Modernization and Expansion of the Port Structure – Reporto, and any other applicable tax incentives, as described in the relevant legislation.

15 Qualification Documents

- 15.1 The volume of the **Qualification Documents** must contain the documents indicated in **Annex 2**, submitted and delivered as envisaged in item 10 above.
- 15.2 The submission by the **Bidders** of any false **Qualification Document**, unfit for its purposes or that expired before the **Envelope Receipt Date**, will cause the **Bidder** disqualification, without prejudice to the application of administrative, civil and criminal penalties.
- 15.3 The **Bidders** are obliged to communicate **ANTT**, immediately after its occurrence, of any supervening fact or circumstance that changes its qualification conditions, under penalty of disqualification, without prejudice to the application of appropriate sanctions.

16 Grant Committee

- 16.1 The **Auction Process** will be processed and judged by the **Grant Committee**, being responsible for conducting the necessary works for the **Auction Process**.
 - (i) The **Grant Committee** may request the assistance of the General Advocacy of the Union – AGU, of the Ministry of Planning, Budget and Management – MPOG, of Brazilian Enterprise for Planning and Logistics – EPL, of the **Ministry of Transport, Ports and Civil Aviation**, of the **DNIT**, of **B3**, as well as other members of ANTT who do not integrate it.
- 16.2 In addition to the prerogatives implicitly arising from its legal function, the **Grant Committee** may:
 - (i) request the **Bidders**, at any time, to clarify the documents submitted by them;
 - (ii) adopt criteria in order to correct formal failures and complementation of shortcomings in the **Auction Process** course;
 - (iii) promote diligence destined to clarify or complement the instruction of the **Auction Process**, where the inclusion of a document that should appear originally in the documentation presented by the **Bidder** is forbidden;
 - (iv) extend the deadlines referred to in the **Notice of Auction**, in case of public interest, fortuitous event or force majeure; and
 - (v) in the event of an alteration that unequivocally affects the elaboration of the **Economic Proposals** or the **Qualification Documents**, amend: (i) the expected date for delivery of the **Bid Security**, the **Economic Proposal** and the **Qualification Documents**; and (ii) the expected date of the

volume openings and the bids judgment in the **Auction Process**, if applicable, redefining the initially established deadline.

16.3 Any amendment to the **Notice of Auction** will be reported in the **DOU**, **ANTT's** official website and other used means to make the documentation available.

16.4 the refusal to provide clarifications, documents and to comply with the requirements established by the **Grant Committee** within the deadlines determined by it, and in accordance with the terms of this **Notice of Auction**, may lead to the exclusion of the **Bidder** from this **Auction Process**, without prejudice to the execution of the presented guarantees.

17 Proceedings

17.1 The **Auction Process** will follow the order of events and schedule indicated in the table below:

Events	Event Description	Dates
1	Publication of the Notice of Auction .	30/11/2018
2	Publication of the Auction Procedures Manual .	13/12/2018
3	Deadline for requesting clarification of the Notice of Auction .	From 30/11/2018 to 31/12/2018, at 12 midday
4	Deadline for impugnation of the Notice of Auction .	Up to five (5) days prior to the Envelope Receipt Date , if citizen, and in two (2) working days, if third party interested in participating in the Auction Process
5	Receipt of all the copies of volumes by B3 and by the Grant Committee , related to: a) Bid Security ; b) Economic Proposal ; and c) Qualification Documents .	Envelope Receipt Date 25/03/2019 From 9 a.m. to 12 midday
6	Publication, on the website www.antt.gov.br , of the Bid Securities analysis result.	27/03/2019 From 5 p.m.

7	Auction Public Session at B3 and opening of the Economic Proposal volume whose Bid Securities have been accepted, followed by the opening of the Qualification Documents only of the first place Bidder among the Economic Proposals .	28/03/2019 From 10 a.m.
8	Publication, on the website www.antt.gov.br , of the Economic Proposals ranking.	28/03/2019 From 5 p.m.
9	Publication of the Evaluation Minutes of the Auction Process , starting at that date the deadline for hearings and interposal of possible appeals regarding the Grant Committee decision.	16/04/2019
10	Deadline for hearings and interposal of appeals, regarding the Evaluation Minutes of the Auction Process .	23/04/2019
11	Opening of the period for challenging the appeals	25/04/2019
12	Deadline for challenging the appeals	02/05/2019
13	Appeals' judgement publication.	10/05/2019
14	Homologation Act of the Auction Process by the Board of Directors of ANTT , and the adjudication of the Sub-Concession object to the winning Bidder .	14/05/2019
15	Compliance's proof, by the Bidder , of the established conditions prior to the Sub-Concession Contract signing, as indicated in item 21.	Up to 28/06/2019
16	Sub-Concession Contract's signing.	10/07/2019

17.2 The **Grant Committee** may suspend the **Auction Process** and indicate, if necessary, the deadlines for appeals and respective challenges.

17.3 The mentioned dates in sub-item 16.1 above may be changed by the **Grant Committee**.

17.4 After the delivery of the **Bid Security**, the **Economic Proposal** and the **Qualification Documents** volumes, the **Bidders** cannot withdraw from this **Auction Process**, being subject to the applicable sanctions.

18 Classification and Evaluation of Economic Proposals

18.1 Classification of Economic Proposals

- (i) Only **Bidders** that had their Volume 1 – **Bid Securities** accepted by the **Grand Committee** will be able to participate in the **Auction Public Action**, according to the analysis result announced in event 6 of the **Notice of Auction** schedule.
- (ii) The **Grant Committee** will deliver, in hand, to the Director of the **Auction Public Session**, the Volume 2 – **Economic Proposal**, received from the **Bidders** in the **Envelope Receipt Date**, which will remain intact and sealed until that occasion.

- (iii) The **Grant Committee** will disqualify a **Bidder** whose **Economic Proposal** does not meet all the established requirements of the **Notice of Auction**, submitting a bid under the value of one billion, three hundred and fifty-three million, five hundred and fifty thousand reais (R\$ 1,353,550,000.00) or even that submits an offer subordinated to a condition or term not set forth in this **Notice of Auction**.
 - a) In existing doubts regarding the regularity of the **Economic Proposals**, the **Auction Public Session** Director must consult the **Grant Committee** in order to get its manifest about the acceptance of the offered proposal;
- (iv) The ranking of **Economic Proposals** will be in decreasing order of value, and therefore, the highest **Economic Proposal** will be the first in the ranking.

18.2 Evaluation of Economic Proposals

- (i) The **Economic Proposal** with highest **Bid** will be declared winner.
- (ii) In the event of a tie between **Economic Proposals** of Brazilian and foreign **Bidders**, there will be given preference to Brazilian **Bidders** or, in a subsidiary manner, to **Bidders** in **Consortium** formed by Brazilian and foreign companies.
 - a) In case of a tie between a Brazilian **Bidder** and **Consortium Bidder** formed by Brazilian and foreign companies, the Brazilian **Bidder** will be declared winner.
- (iii) In remaining the tie after the use of nationality criteria indicated in sub-item 17.2 (ii), the **Bidder** which presents in its Volume I the evidentiary documents of compliance with the reserve of positions established in the Statute of the Person with Disabilities or to rehabilitated from Social Security's, and which meets the accessibility rules provided for in legislation, will be declared winner.
- (iv) In persisting the tie scenario after applied the legal criteria for ties, a raffle will be held in which the first drawn **Bidder** will be the declared winner of the process.

19 Qualification Documents Analysis

- 19.1 The **Grant Committee** will only open the Volume of **Qualification Documents** from the first ranked **Bidder** in the judgement procedure of the **Economic Proposal**.
- 19.2 In case of disqualification of the first ranked **Bidder**, the **Qualification Documents** of the second ranked **Bidder** will be opened and so on until the **Qualification Documents** of the **Bidder** complies with the defined requirements.
 - (i) If the **Bidder** convened according to sub-item 18.2 meets the qualification requirements, it must be declared the winner of the **Auction Process** in accordance with its **Economic Proposal**.

20 Administrative Resources

- 20.1 The Bidders participating in the **Auction Process** may appeal the Evaluation Minutes of the **Grant Committee**.

- (i) The appeal must be presented within five (5) working days from the publication of the Evaluation Minutes of the **Auction Process**.
- (ii) The appeal will be reported to other **Bidders**, which may challenge it within a period of five (5) working days.
- (iii) Challenges and appeals must be addressed to the Chairman of the **Grant Committee**, who may reconsider its decision within a period of five (5) working days or, within the same term, submit it to the Directive Board of **ANTT**, and in this case, the decision must be uttered within five (5) working days, counted from the receipt of the appeal.

20.2 The appeals must only be accepted when signed by the **Accredited Representative**, or sub-established person by the **Accredited Representative** with specific powers, duly proven, and must be registered in **ANTT**'s head office, identified as follows:

ADMINISTRATIVE APPEAL REFERRING TO THE SUB-CONCESSION **NOTICE OF AUCTION** No. 02/2018 – **SUB-CONCESSION** FOR THE OPERATION OF THE **NORTH-SOUTH RAILWAY**

To the Chairman of the **Grant Committee**

20.3 Once the judgment of presented appeals has been concluded, if any, the result will be published in www.antt.gov.br and published in the **DOU**.

21 Homologation and Adjudication

21.1 The result of the **Auction Process** will be submitted by the **Grant Committee** to the Board of Directors of **ANTT** for approval and adjudication of the **Sub-Concession** object.

21.2 The announcement of the winning **Bidder** will be made by means of an **Homologation Act** to be published in the **DOU**, and on the website www.antt.gov.br.

22 Obligations Prior to Contract Signing

22.1 Within 45 (forty-five) days after the **Homologation Act** publication, and in any event before signing the Contract, the **Awardee** must submit to **ANTT**:

- (i) Proof of **SPE** constitution, in the exact terms of the draft submitted by the **Bidder** in the qualification phase, with the corresponding certificate of the competent registry, proof of registration before the National Registry of Legal Entities and complete submission of the last financial statements required, duly audited by an independent audit firm registered before **CVM**;
- (ii) Proof of capital contribution, in national currency, of at least ninety million reais (R\$ 90,000,000.00) of the **SPE** capital stock;
- (iii) Proof of payment of the **B3**'s compensation, within 15 (fifteen) days after the homologation, in the amount of R\$ 719.445,71 (seven hundred and nineteen thousand, four hundred and forty five reais and seventy-one cents).

- (iv) Proof of payment of the amount corresponding to 5% (five percent) of the **Bid**;
- (v) Description of the shareholding structure and management structure considered for the **SPE**, containing: (i) stocks' description and types; (ii) shareholders and its shareholdings, by type of share; and (iii) indication of the main managers, including their respective curriculum;
- (vi) Demonstration of the intent or disinterest in being subrogated to the rights and obligations arising from the contracts of service provision signed with individuals and legal entities by **VALEC**, or on the decision for the non-continuity of those.
- (vii) Constitution of **Performance Bond** in favor of **ANTT** in the amount of R\$ 136,200,000.00 (one hundred and thirty-six million, two hundred thousand reais); and
- (viii) If the **Awardee** is a **Consortium Bidder** who has submitted a public or private commitment to constitute a **Consortium**, there will be no obligation to set up the **Consortium** prior to the **SPE** formation.
- (ix) The values provided in the items (ii), (iv), (vii) of sub-item 21.1 must be updated by the variation of the Extended Consumer Price Index (IPCA), published by the Brazilian Institute of Geography and Statistics (IBGE), between the month of October 2017 and two months immediately preceding those in which the obligation was fulfilled.

23 Contract Signing

- 23.1 Upon compliance of the requirements set forth in item 21 above, the **SPE** will be called by **ANTT** for signing the **Contract**.
- (i) The period set forth in sub-item 21.1 may be extended for an equal period if requested by the **Awardee** or by the **SPE**, as long as it is based on a justified reason accepted by **ANTT**.

24 Sanctions for Non-Signature of the Contract

- 24.1 If the **SPE** or any of its shareholders, duly summoned to sign the **Sub-Concession Contract**, within the term of validity of its **Economic Proposal**, refuse to do so, **ANTT** will immediately execute the total of the **Bid Security** presented by the winning bidder, and the **SPE** or any of its shareholders will not be exempt from the obligation to pay damages for the Public Administration, if the value of the **Bid Security** is not sufficient to comply with such payments.
- 24.2 In addition to the provisions of sub-item 23.1, the refusal to sign the **Sub-Concession Contract**, without justification accepted by **ANTT**, within the established period, will entail to the individual **Awardee**, or, in the case of a **Consortium**, to all consortium members, the following sanctions, according to gravity:
- (i) Temporary suspension of participation in auction process and the impediment of contracting with the Public Administration for the period of 24 (twenty four) months; or

- (ii) The declaration of inability to tender or contract with the Public Administration, according to the law.

24.3 If there is a refusal to sign the **Sub-Concession Contract** within the period and, under the conditions established, refusal to constitute the **Performance Bond** or in the occurrence of refusal to comply to any of the preliminary requirements for its signature, **ANTT** shall:

- (i) Summon the remaining **Bidders** in ranking order, to do so in accordance with its **Economic Proposal**; or
- (ii) To revoke the **Auction Process**, without prejudice to administrative and civil sanctions.

25 General Arrangements

25.1 Subject to the provisions of sub-item 23.3 (ii), the **Auction Process** may only be revoked by **ANTT** for reasons of public interest arising from a supervening fact duly proven, relevant and sufficient to justify such revocation.

25.2 The Board of Directors of **ANNT**, through a formal letter or by provocation of third parties, must cancel the **Auction Process** if any illegality that cannot be remedied is verified.

25.3 The invalidity of the **Auction Process**, as long as it is not subject of convalidation or reorganization, implies the nullity of the **Sub-Concession Contract**.

25.4 **ANTT** may, at any time, postpone the stages of the **Auction Process**, under the terms of the applicable legislation, without the **Bidders** being entitled to compensation or reimbursement of costs and expenses for any reason.

25.5 In the event of **ANTT** becoming aware, after the qualification phase, that any **Qualification Document** submitted by a **Bidder** was false or invalid at the time of the **Qualification Documents** submission, it may disqualify the **Bidder**, without the right to indemnity or reimbursement of expenses for any title, and without prejudice to compensation to **ANTT** and application of penalties and sanctions.

25.6 The **Bidder** must communicate **ANTT**, at any time, any supervening fact or circumstance that is impeding the qualification and habilitation conditions, immediately after its occurrence.

25.7 Without any additional communication, all copies of the sealed volumes of the **Qualification Documents** and the **Economic Proposals** that are not withdrawn by the **Bidders** within 30 (thirty) days from the date of the **Contract** signature will be canceled.

25.8 The **Sub-Concessionaire** must always be bound to the provisions of the **Sub-Concession Contract**, **Notice of Auction** and **Annexes**, in the documentation submitted by it and the respective contractual documents, as well as Brazilian legislation and regulations, in all matters related to the **Sub-Concession**.

26 Count of Deadlines

26.1 In the terms established in days in this **Notice of Auction**, the day of commencement must be excluded and the expiration date must be included, counting in consecutive days, unless reference is expressly made to business days.

26.2 The mentioned deadlines only start and expire on working days at **ANTT**.

27 Forum

27.1 The Forum of the Federal District Judiciary Section is hereby elected to settle any dispute arising from this **Notice of Auction**.

Part VI – Attachments to the Notice of Auction

Annex 1 – Clarification Request Template

Annex 2 – Qualification Documents

Annex 3 – Template of General Documentation Presentation Letter

Annex 4 – Template of **Economic Proposal** Presentation Letter

Annex 5 – Template of Declaration Letter of Regularity to Article 7, XXXIII, of the Federal Constitution

Annex 6 – Template of Declaration Letter of Impediment Absence for Participation in the **Auction Process**

Annex 7 – Template of Formal Declaration of Express Submission to Brazilian Legislation and Waiver of Claim by Diplomatic Channel

Annex 8 – Letter of Attorney Template

Annex 9 – Letter of Attorney Template (Foreign **Bidder**)

Annex 9-A – Statement of Equivalence Template

Annex 9-B – Statement of Non-existence of Equivalent Document Template

Annex 10 – Bid Security Presentation

Annex 10-A – Minimum Terms and Conditions of the Guarantee Insurance

Annex 10-B – Bank Guarantee Template

Annex 11 – Manual of **Auction Process**

Annex 12 – Minimum Content of the Intermediation Contract between the **Bidder** and its **Accredited Broker Firm**

Annex 13 – Statement of Independent Elaboration of the **Economic Proposal** Template

Annex 14 – Letter of Declaration of **Economic Proposal's** Analysis and Suitability by the Financial Institution

Annex 15 – Independent Auditor Declaration Letter of the Economic Proposal's Analysis and Suitability

Annex 16 – Minimum Content of the Confidentiality Agreement between the **Bidder** and the Financial Institution or Independent Auditor

Annex 17 – Financial Capacity's Letter of Declaration Template

Annex 18 – List of Environmental, Constructive and Right-of-Way Invasions Liabilities

Annex 19 – Draft of the **Sub-Concession Contract**