



INTERNATIONAL BIDDING NOTICE No. 01/2020

Concession for the construction and provision of the public service of rail cargo transport associated with the operation of rail infrastructure da EF-334, in the stretch between the municipalities of Ilhéus/BA and Caetité/BA, pursuant to Law No. 10,233 of June 5, 2001

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Part I – Preamble

The Federal Government, through the National Agency of Land Transport - ANTT, makes public, by this Concession Notice No. 01/2020, the conditions of destatization, in the modality of international public bidding, with the purpose of selecting the best proposal for the Concession of the construction and provision of public service of rail cargo associated with the operation of rail infrastructure EF-334 (FIOL), in the stretch between the municipalities of Ilhéus/BA and Caetité/BA, as per article 14, I, a, of Law No. 10,233, of June 5, 2001.

This destatization will be governed by the rules set forth in this Notice and its Annexes, by Laws No. 10,233 of June 5, 2001; No. 9,491 of September 9, 1997; No. 8,987 of February 13, 1995; No. 9,074 of July 7, 1995; and No. 13,334 of September 13, 2016.

The concession for the exploration of the Railway was legally established to Valec Engineering, Construction and Railways S.A. by art. 6, item II of Law nº 11.772, of September 17, 2008. The Concession Plan corresponding to the Subconcession was approved by Order nº 44, of the Minister of Infrastructure, published in the Official Gazette on November 21, 2019, according to art. 1, VII, of Annex I, of Decree No. 9,676, of January 2, 2019, and art. 3rd, of Ordinance no. 106, of July 26, 2013, from the Ministry of Transport. The Concession Plan, accompanied by the specific technical and economic feasibility studies for the operation of the Railway, was proposed in the form of art. 24, III, of Law no. 10,233, of June 5, 2001.

A public hearing was held with in-person sessions, based on ANTT Resolutions No. 3,705, of August 10, 2011 and No. 5,624, of December 21, 2017. The public hearing was held between October 30, 2017 and January 29, 2018. The in-person sessions took place on September 21 and 25, 2018 in the municipalities of Ilhéus/BA and Brasília/DF, respectively, and were informed to the public through publication in the Federal Official Gazette on August 29 of 2018, section 3, page 119, and in newspapers with wide circulation, and on the website www.antt.gov.br.

The evaluation criterion of the Economic Proposal shall be the best offer for the award of the Concessionaire, pursuant to article 15, II, of Law No. 8,987, of February 13, 1995, as amended by Law No. 9,648, of May 27, 1998, and by article 34-A, paragraph 2, IV, of Law No. 10,233, of June 5, 2001.

The proposals and other documents necessary to participate in the Bidding shall be received from 09:00 to 12:00 of April 5, 2021. The opening of the bids will be held in a Public Session to be initiated on April 8, 2021, at 14:00, at the headquarters of B3, at Rua XV de Novembro, nº 275, in the Municipality of São Paulo, State of São Paulo.

The Notice, its Annexes, as well as all available information, studies and projects on the Railway may be obtained from ANTT's electronic website, www.antt.gov.br, regarding the availability of such information and studies the rules set forth in this Notice.

Part II – Definitions

For the purposes of this Notice, the following definitions, without prejudice to others established herein, shall apply to the respective expressions:

- (i) **Adjudicator:** Proponent declared winner of the Bidding by the ANTT, to whom the object of the Concession was awarded.
- (ii) **Annex(es):** each one of the documents attached to the Notice.
- (iii) **ANTT:** National Agency of Land Transport, a special federal agency that is part of the indirect Public Administration, instituted by Law No. 10,233, of June 5, 2001, with headquarters in Brasília, Federal District, at Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 3, Projeto Orla Polo 8, CEP 70.200-003, as the regulatory, supervisory and Granting Authority of the Concessionaire.
- (iv) **Approval Act:** Deliberation issued by the ANTT with the purpose of confirming the result of the Bidding.
- (v) **B3:** B3 S.A. – Brasil, Bolsa, Balcão, company located in the Municipality of São Paulo, State of São Paulo, at Rua XV de Novembro, Praça Antônio Prado, nº 275
- (vi) **Book of Obligations:** set of obligations contained in Annex 1 of this Agreement, including the Investment Plan, the Minimum Technical Specifications, the Annual Monitoring Report (RAA), and the Complementary Obligations, in relation to the operation of the railway infrastructure and the provision of the railway transport service, which must be complied with by the **Concessionaire**.
- (vii) **Grants Committee:** a committee instituted by the ANTT, which will be responsible for examining and evaluating all documents and conducting the procedures concerning the Bidding.
- (viii) **Concessionaire:** the federal public company Valec Engineering, Construction and Railways S.A.
- (ix) **Consortium:** is the group formed by legal entities with the purpose of participating in this Bidding, bound under the terms set forth in Table XI of Annex 2.
- (x) **Concession Agreement or Agreement:** the legal instrument of award of the Concession to be signed between the ANTT and the Concessionaire, with Valec's intervention and consent, for the construction and provision of rail cargo transport service associated with the operation of rail infrastructure EF-334, in the stretch between Ilhéus/BA and Caetité/BA under the terms set forth in the Agreement and its Annexes, and Federal Law No. 10,233, of June 5, 2001, as well as the applicable legislation and regulations, and whose draft is included in Annex 17 of this Notice.

- (xi) **Accredited Broker:** a brokerage company qualified to operate in B3 and hired by the Proponent, through an intermediation agreement, to represent it in the acts performed with B3 and during the Public Auction Session.
- (xii) **CVM:** Securities and Exchange Commission, a federal agency created by Law No. 6,385 of December 7, 1976.
- (xiii) **Date of Assumption:** date of signature of the Concession Agreement.
- (xiv) **Date for Receipt of the Envelopes:** period between 09:00 and 12:00 of april 5 2021, in which the Proponents must deliver, through the Accredited Brokers, at B3, all documents necessary for their participation in the Bidding.
- (xv) **DNIT:** National Department of Transportation Infrastructure.
- (xvi) **Qualification Documents:** set of documents listed in Annex 2, to be compulsorily submitted by the Proponents and destined to prove their legal qualification, fiscal regularity, technical qualification and economic and financial qualification.
- (xvii) **DOU:** Federal Official Gazette.
- (xviii) **Notice:** the present Concession Notice No. 01/2020, and all of its Annexes.
- (xix) **Bylaws:** the bylaws of the SPE, to be elaborated by the Adjudicator.
- (xx) **Bidding Rounds:** stage of the Public Auction Session held live, in which Bidders, according to the rules and limitations provided for in this Notice and in the Auction Procedures Manual, may submit Bids.
- (xxi) **Railway:** all facilities, works of art, infrastructures, superstructures, branches, signaling systems, buildings and other goods that are necessary to make the stretch of the EF-334 railway between Ilhéus/BA and Caetité/BA available for transportation, according to terms and conditions of the Concession Agreement and its respective Annexes, and ANTT regulations.
- (xxii) **Bid Guarantee:** the guarantee of compliance with the bid to be submitted by the Proponent to ANTT, pursuant to this Notice.
- (xxiii) **Performance Guarantee:** the guarantee which the Concessionaire shall maintain in favor of the ANTT to ensure the faithful performance of the contractual obligations, in the amount and terms defined in the Agreement.
- (xxiv) **Bid:** Fixed Grant Value offered by the Bidders, under the terms provided for in this Notice
- (xxv) **Bidding:** the present public procedure conducted by the ANTT to isonomically select, among the proposals submitted, the one that best meets the interest of the Public Administration, based on the criteria established in this Notice, for the execution of the object of the Concession.

- (xxvi) **Bidding Procedures Manual:** document disclosed by the ANTT and reproduced on the B3 website, containing guidelines, rules and templates of documents for the Bidding procedures.
- (xxvii) **Ministry of Infrastructure:** an agency of the Federal Public Administration, as established in Law 13,844, of June 18, 2019, and in Decree No. 9,676, of January 2, 2019, with headquarters in Brasília, Federal District, Brazil, at Esplanada dos Ministérios, Bloco R, and responsible for formulating national policies for rail transportation, former Ministry of Transportation, Ports and Civil Aviation - MTPA.
- (xxviii) **Granting Authority:** the Federal Government, in this act represented by the ANTT.
- (xxix) **Qualified Professional:** the professional, of a higher level, technically responsible for the execution of the public service concerning the Concession object of the Bidding.
- (xxx) **Proponent:** any Brazilian or foreign legal entity, individually or in a Consortium, participating in the Bidding.
- (xxxi) **Economic Proposal:** The Bid, offered by the Proponent for the complete execution of the object of the Concession Agreement.
- (xxxii) **Final Economic Proposal:** Economic Proposal that won due to the Bidding Stage.
- (xxxiii) **Accredited Representative:** a person authorized to represent the Proponent in all acts related to the Bidding, except in those practiced with B3 and during the Public Auction Session.
- (xxxiv) **Public Auction Session:** the public session to be held on April 8, 2021, starting at 14:00, for the opening of the Economic Proposal envelope delivered by the Proponents, bid classification and subsequent opening of the qualification documents of the Proponent declared the winner.
- (xxxv) **SPE:** specific purpose company to be obligatorily constituted by the Adjudicator, in the form of a joint stock company, which shall enter into the Concession Agreement with the ANTT.
- (xxxvi) **Concession:** grants for the provision of the public cargo transportation service associated with the operation of the railway infrastructure, on an exclusive basis, within the terms and conditions established in this Notice, Attachments, the Contract and its Attachments, as well as in legislation and regulations applicable.
- (xxxvii) **Concessionaire:** **SPE** to be constituted in accordance with the laws of the Federative Republic of Brazil, with the sole purpose of exploring the Concession.
- (xxxviii) **User:** any person or entity that uses the Railway.



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- (xxxix) **Fixed Grant Value:** amount offered by the Bidder to explore the Concession, pursuant to art. 15, item II, of Federal Law 8,987/1995, expressed in 2 (two) decimal places and which cannot be less than R\$32,730,000.00 (thirty-two million, seven hundred and thirty thousand reais), referenced to October 2020.

Except when the context does not allow such interpretation, the definitions in the Notice shall also apply in its singular and plural forms.

Part II – The Object

1 Object of the Notice

- 1.1** The object of the Notice is the Auction, in the form of international public bidding, for the Concession by Valec Engineering, Construction and Railways S.A. on an exclusive basis, for the construction and provision of the public service of rail cargo transportation associated with the exploration of the infrastructure of the EF-334 railway network, between Ilhéus/BA and Caetité/BA, under the terms, terms and conditions set forth in this Notice, its Attachments, the Agreement and its Attachments, and Federal Law No. 10,233, of June 5, 2001.

2 Term of the Concession

- 2.1** The term of the Concession is 35 (thirty-five) years from the Date of Assumption, and its extension is forbidden.

3 Remuneration of the Concessionaire

- 3.1** The Concessionaire will be remunerated for receiving the transportation tariff, the right of passage tariff, the mutual traffic tariff, the revenues arising from ancillary operations and the exploration of associated projects, under the terms defined in the Notice and the Agreement.

4 Necessary Conditions for the Adequate Service Provision

- 4.1** In order to properly provide the service, the Concessionaire shall comply with the criteria set forth in the Book of Obligations, and specific ANTT regulations.
- 4.2** The Concessionaire undertakes to guarantee to the ANTT:
- (i) the quality of the services related to the object of the Concession, which shall at all times be sufficient and adequate to comply with the Agreement and the Book of Obligations, and shall be fully responsible for any non-compliance with the minimum parameters and technical specifications established; and
 - (ii) the rational and safe operation of the infrastructure, characterized by the efficient management of the routes, equipment and compositions, with the objective of minimizing the operational costs, guaranteeing the safety and reliability of the transportation infrastructure.

Part IV – Access to Railway and Bidding Information

5 Acquisition and Consultation of the Notice and Access to Information

5.1 The Notice, its Annexes, as well as all information, studies and projects available on the Railway, including those referring to the works on the stretch of EF-334 between Ilhéus/BA and Caetité/BA, can be obtained on the ANTT website, Antwww.antt.gov.br.

5.1.1 Documents whose characteristics do not allow their availability through ANTT's website will be made available in physical or electronic media, at ANTT's headquarters, as provided in subitem 5.1

5.2 The ANTT shall not be liable for the Notice, its spreadsheets and forms and other available information, studies and projects on the Railway obtained or known in a manner or place different from that specified in this Notice.

5.3 The Notice shall not be obtained as a condition for participation in the Bidding, however, knowledge and acceptance of all its terms and conditions by the Proponent shall be indispensable.

5.4 The Proponents are responsible for the direct analysis of the Railway area and all data and information about the Concession.

5.4.1 The information, studies, research, surveys, projects, spreadsheets and other documents or data related to the Railway and its operation made available by ANTT have been performed and obtained for the exclusive purpose of pricing the Concession, and do not present any binding character or any effect on the potential Proponents from the point of view of the Concessionaire's liability to the Proponents or to the future Concessionaire.

5.4.2 By participating in the Auction, the Bidder declares to have full knowledge of the conditions found in the field, except for hidden defects, being the sole responsibility of carrying out technical visits and the necessary steps with Valec.

5.5 The Proponents will bear the respective costs and expenses that they incur to carry out studies, investigations, surveys, projects and investments related to the Auction, or the contracting process.

5.6 The documentation provided by ANTT to citizens and interested parties may not be reproduced, disseminated and used, in whole or in part, for any purpose other than those expressed in the Notice.

6 Requests for Clarification

6.1 If any interested party needs further clarification, they must request them from ANTT within the period indicated in item 16.1 of this Notice, by email to edital012020@antt.gov.br.

containing file, in “.doc” or “.docx” format, with the questions formulated according to the template included in Annex 1.

- 6.2** ANTT will not answer questions that were formulated in non-compliance with the provisions of the previous sub-item.
- 6.3** ANTT's responses to requests for further clarification will be posted on the website [www.antt.gov.br], without identifying the source of the question.
- 6.4** All ANTT's responses to requests for clarification made pursuant to this item will be included in the minutes, which will form an integral part of this Notice, and will be made available within the period provided for in item 16.1 of this Notice, or, in the event of a change in the date of submission of proposals, within a minimum period of 10 (ten) working days before the date set for delivery of the Auction documents.

7 Objections to the Notice

- 7.1** Any citizen or interested party is a legitimate party to contest this Notice.
 - 7.1.1** Under penalty of decadence of the right, any objection to the Notice must be filed at ANTT's headquarters within 05 (five) working days prior to the Date for Receipt of the Envelopes, in the case of a citizen, and within 02 (two) working days, in the case of an interested party to participate in the Bidding.
- 7.2** Objections to the Notice shall be addressed to the Chairman of the Grants Committee.
- 7.3** The objection made in due time will not prevent the participation of the interested party in the Bidding until the decision of the ANTT.

Part V – Bidding Regulation

8 Conditions for Participation

8.1 Brazilian and foreign legal entities, supplementary pension entities and investment funds may participate in this Bidding, alone or in the form of a Consortium, except if:

- (i) They are impeded or complying with the suspension of the right to participate in bids or to enter into agreements with ANTT;
- (ii) They have been declared ineligible by a Federal, State or Municipal Public Administration agency, in the last 05 (five) years, without having been promoted their rehabilitation before the agency in question;
- (iii) They have partner(s), director(s) or technical manager(s) who are or have been occupying effective or commissioned positions, or employment at Estação da Luz Participações LTDA - EDLP, ANTT, at the Ministry of Infrastructure, at Empresa de Planejamento e Logística S.A. - EPL, or at DNIT, or occupant(s) of a management position, executive management, advisory or assistance of the Federal Government, in the last 180 (one hundred and eighty) days prior to the date of publication of the Notice;
- (iv) Their directors fit into any of the cases provided for in item I of art. 1 of Complementary Law 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 directors have been convicted of administrative improbity.
- (vi) their administrator or partner with management power is related to a holder of a position on a committee or a trusted function that has the power to decide on an ANTT organizational unit responsible for activities inherent to the regulation or inspection of the Contract.

8.2 Without prejudice to other requirements contained in the rest of the Notice, the participation of a foreign Proponent is subject to the presentation of the documents set forth in item "Foreign Proponent" of Annex 2.

8.3 Participation in the Bidding implies full and unconditional acceptance of all the terms, provisions and conditions of the Notice and its Annexes, as well as the other rules applicable to the Bidding.

9 Consortia

9.1 If the Proponent participates through a Consortium, the following rules shall be observed, without prejudice to others existing in the rest of the Notice and its Annexes:

- (i) each consortium member shall individually comply with the requirements related to legal qualification, fiscal regularity and economic and financial qualification contained in this Notice;
- (ii) the technical qualification requirements shall be complied with by the Consortium, through any of the consortium members individually, admitting the sum of the technical qualifications presented by the consortium members;
- (iii) the disqualification of any consortium member shall result in the automatic disqualification of the Consortium;
- (iv) there is no limit on the number of consortium members for constituting the Consortium;
- (v) no Proponent may participate in more than one Consortium;
- (vi) if a Proponent participates in a Consortium, it will be directly prevented from participating in the Bidding separately;
- (vii) the inclusion, substitution, withdrawal, exclusion or alteration in the percentage of participation of consortium members shall not be allowed until the Agreement is signed;
- (viii) in the event of a Consortium integrated by a foreign and national company, the leading company of this Consortium must be a national company; and
- (ix) the consortium members are jointly liable under the terms of the Law, for the purposes of the obligations assumed under the Bidding, until the Concession Agreement is signed.

9.2 The participation of a Consortium in this Bidding shall be conditioned to the presentation of a Consortium constitution term duly registered with the competent body, or an instrument of public or private commitment to constitute a Consortium, under the terms of item 17 of Annex 2.

10 Form of Presentation of Documentation and Delivery of Documents

10.1 The Bid Guarantee, the Economic Proposal and the Qualification Documents shall be (a) delivered on the Date for Receipt of the Envelopes, at B3, by a representative of the Accredited Broker, provided with an intermediation agreement, pursuant to Annex 12, and with documents evidencing its powers of representation, and (b) presented in 3 (three) sealed volumes, containing 2 (two) identical copies of each documentation, distinct and identified on its cover, as follows:

(i) **VOLUME 1 – BID GUARANTEE**

CONCESSION NOTICE No. 01/2020 - CONCESSION OF THE RAILWAY EF-334, BETWEEN ILHÉUS/BA AND CAETITÉ/BA.

NAME OF THE ACCREDITED BROKER, WITH NAME, TELEPHONE AND E-MAIL ADDRESS OF ITS REPRESENTATIVE IN THE BIDDING

(ii) **VOLUME 2 – ECONOMIC PROPOSAL**

CONCESSION NOTICE No. 01/2020 - CONCESSION OF THE RAILWAY EF-334, BETWEEN ILHÉUS/BA AND CAETITÉ/BA.

NAME OF THE ACCREDITED BROKER, WITH NAME, TELEPHONE AND E-MAIL ADDRESS OF ITS REPRESENTATIVE IN THE BIDDING

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

CONCESSION NOTICE No. 01/2020 - CONCESSION OF THE RAILWAY EF-334, BETWEEN ILHÉUS/BA AND CAETITÉ/BA.

NAME OF THE ACCREDITED BROKER, WITH NAME, TELEPHONE AND E-MAIL ADDRESS OF ITS REPRESENTATIVE IN THE BIDDING

- 10.2** Each envelope of the Bid Guarantee, the Economic Proposal and the Qualification Documents shall contain 02 (two) identical copies bound separately, with all pages with contents numbered sequentially, including sorting sheets, catalogs, drawings or the like, if any, regardless of whether it is more than one notebook, from the first to the last sheet, so that the numbering of the last sheet of the last notebook reflects the total number of sheets of each volume, and no alterations, erasures, between lines or exceptions are permitted.
- 10.3** Each copy, at the end of the volume, shall contain one page with its own closing term, which shall not be numbered.
- 10.4** Each envelope of the Bid Guarantee, the Economic Proposal, and the Qualification Documents shall contain a digital file in portable document format (pdf), with contents identical to the 2 (two) copies presented in physical media.
- 10.5** In case of divergence between the information presented in physical and digital media, the information provided in physical media shall prevail.
- 10.6** In the event of divergence between numbers and their expression in full, the form in full shall prevail.
- 10.7** For presentation purposes:
- (i) the copies of each volume of the Bid Guarantee, the Economic Proposal, and the Qualification Documents shall contain, in addition to the identification cited in subitem 10.1, the subheadings "1st copy" and "2nd copy", respectively; and
 - (ii) all documents shall be submitted in their original form or certified copy, except the documents relating to the Bid Guarantee, which shall be submitted in Volume 1, in their original copies in the 1st copy and certified copies in the 2nd copy.
- 10.8** All sheets of each copy of the Bid Guarantee and of the Qualification Documents shall be initialed by the Accredited Representative.
- 10.9** The delivery of the Bidding documents by post or by any other means not foreseen in this Notice will not be allowed.

- 10.10** The documents shall be submitted in accordance with the templates contained in the Notice, except where expressly authorized to the contrary.
- 10.11** Any formal flaws in the documents submitted by the Proponent regarding the Bid Guarantee, the Economic Proposal, and the Qualification Documents may be overlooked or corrected by the Grants Committee, even if diligence is required.
- 10.12** The documents shall be presented in clear language, without amendments, erasures, between lines, or exceptions, and shall observe the following rules regarding language:
- (i) documents related to the Bidding shall be submitted in Portuguese and all documentation shall be understood and interpreted in accordance with that language;
 - (ii) in the event of documents in a foreign language, they must be submitted with the signature(s) duly notarized by a notary or other entity in accordance with the legislation applicable to the documents, which in turn must be notarized by the nearest Brazilian consular representation, duly translated into Portuguese by a sworn public translator, and the powers of attorney must be registered with the Registry of Deeds and Documents;
 - (iii) foreign companies from countries that are signatories to the Convention on the Elimination of the Requirement to Legalize Foreign Public Documents, enacted in Brazil by Decree no. 8,660/2016, may replace the need for authentication by appending the apostille referred to in the aforementioned Convention, when applicable. The documentation and the respective apostille must be translated by a sworn translator and notarized by a public notary.
- 10.13** The Proponents shall bear all costs related to the preparation and presentation of the volumes of the Bid Securities, the Economic Proposals, and the Qualification Documents, and the ANTT shall not be liable, in any event, for such costs, whatever the procedures followed in the Bidding or its results.
- 10.14** The Proponents' acts are subject to exclusion, being prohibited the exercise of faculties related to already consummated stages of the Bidding, except in the cases admitted in the Notice.

11 Representatives of the Proponents

11.1 Accredited Representatives

11.1.1 Each Proponent shall have 01 (one) Accredited Representative.

11.1.2 The Bid Guarantee volume shall contain the following documents to prove the Accredited Representative's powers of representation:

- (i) in the event of Brazilian company Proponents, an instrument of power of attorney that proves powers to practice, on behalf of the Proponent, all acts related to the Bidding, according to the template in Annex 8, with a notarized signature and accompanied by the documents that prove the powers of the

grantor(s), according to the last change filed in the company register or competent registry office;

- (ii) in the event of a Consortium Proponent, the power of attorney mentioned above shall be granted by the leading company, with a notarized signature, and shall be accompanied by (a) powers of attorney granted by the consortium to the leading company, also in the form set forth in Annex 8, with a notarized signature, and (b) documents proving the powers of all grantors, according to the latest changes filed in the company records or competent registry offices;
- (iii) in the event of a foreign company Proponent, a power of attorney instrument granted to a legal representative resident and domiciled in Brazil, which proves powers to perform, on behalf of the Proponent, all acts related to the Bidding and with express powers to receive summons and represent the Proponent administratively and judicially, as well as to make agreements and waive rights and, if applicable, subset of the appropriate powers for the Accredited Representative, according to the template in Annex 9; and
- (iv) in the event of subitem 11.1.2 (ii), the power of attorney instrument shall be accompanied by documents evidencing the powers of the grantors, with the signature(s) duly notarized by a public notary or other entity in accordance with the legislation applicable to the documents, which shall be authenticated by the nearest Brazilian consular representation, duly translated into Portuguese by a sworn public translator and registered in a Registry of Deeds and Documents, as last filed in the company register, competent public notary or equivalent requirement of the country of origin.

11.1.3 The Accredited Representative will not be allowed to intervene or perform acts during the Public Auction Session, considering that such representation will be exclusively performed by the Accredited Broker.

11.1.4 The Accredited Representative shall sign and notarize all statements and documents referred in this Notice, except for the Economic Proposal, whose confidentiality shall be preserved.

11.1.5 The Accredited Representative may represent only one Proponent, or Consortium, and must accompany all acts of the bidding process, until its closure.

11.2 Accredited Brokers

11.2.1 The intermediation agreement between the Accredited Broker and the Proponent, which will have the minimum content specified in Annex 12, must be delivered together with the documents referred to in subitem 11.1.2, accompanied by the corporate act or power of attorney evidencing the powers of the persons who signed such agreement on behalf of the Proponent.

11.2.2 The Accredited Brokers shall represent the Proponents at B3, in the delivery of all documents required in this Notice, especially the volumes of the Bid Guarantee, Economic Proposal and Qualification Documents, and the acts of the Public Auction Session.

11.2.3 Each Accredited Broker shall be entitled to represent only one Proponent, and each Proponent may only be represented and participate in the Bidding through a single Accredited Broker.

12 Bid Guarantee

12.1 The Proposal Guarantee must be contributed in the minimum amount of R\$52,406,000.00 (fifty-two million, four hundred and six thousand reais), and may be provided in cash, government bonds, surety bonds or bank guarantees.

12.2 The Bid Guarantee shall be valid for at least 1 (one) year from the Date for Receipt of the Envelopes, including the date of commencement and end of validity.

12.3 The Grants Committee and B3 will analyze the regularity and effectiveness of the guarantees presented in accordance with the Notice and the Bidding Procedures Manual.

12.3.1 The Grants Committee will be responsible for deciding and communicating the acceptance of the Bid Securities of each Proponent for participation in the Bidding.

12.4 The Proponents must also observe the following conditions when providing the Bid Guarantee:

- (i) in the event that the Bid Guarantee is provided in the insurance-guarantee mode, the instrument shall be issued by an insurance company authorized to operate by SUSEP, and in accordance with the minimum content set forth in Annex 10- A;
- (ii) in the event that the Bid Guarantee is provided as a bank guarantee, the instrument shall be issued by a commercial, multiple or investment bank, rated on the first or second floor, A or B, of the long-term rating scale of one of the rating agencies: Fitch Ratings, Moody's or Standard & Poors, in addition to the contents of Annex 10-B;
- (iii) in the event that the Bid Guarantee is provided in public debt securities, only securities issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil, and evaluated by their economic values, as defined by the Ministry of Finance, will be accepted;
- (iv) the Bid Guarantee shall be presented in accordance with the template in Annex 10;
- (v) if the Proponent participates on its own, the Bid Guarantee shall be submitted under its own name; and
- (vi) if the Proponent is a Consortium, the Bid Guarantee shall be presented on behalf of any of the consortium members, indicating the name of the Consortium, the percentage of participation of each of the consortium members, and the indication of the leader, the composition of the constitution

of the Bid Guarantee being admissible among the consortium members, regardless of their percentage of participation in the Consortium.

- 12.5** In the event that the Bid Guarantee is provided by means of public debt securities, the total value of the securities according to the last published quotation on the business day preceding the Date for Receipt of the Envelopes, calculated in accordance with the criteria and practices of the Ministry of Finance, shall be considered for the purposes of calculating the minimum amount pursuant to subitem 12.1.
- 12.6** The volume of the Bid Guarantee shall contain, as appropriate:
- (i) presentation of the Bid Guarantee, as per Annex 10;
 - (ii) the documents representing the transfer of the government securities as guarantee to the ANTT, in the form of the applicable legislation; and
 - (iii) the instrument of the bank guarantee;
 - (iv) the insurance-guarantee policy; or
 - (v) Proof of deposit in Brazilian Reais in a current account with the Caixa Econômica Federal, as defined by Proponent itself, pursuant to art. 82 of Decree no. 93,872, of December 23, 1986, and Decree-Law no. 1,737, of December 20, 1979.
- 12.7** The Proponents that do not submit the Bid Securities under the conditions established in this Notice and its Annexes, as well as in the Bidding Procedures Manual, shall be prevented from participating in the Bidding.
- 12.8** The Bid Guarantee shall be returned to all Proponents after the signing of the Concession Agreement, or in case of an act of the Granting Authority, Federal Court of Auditors, or judicial decision that decides on the discontinuance of the Bidding.
- 12.9** In the event that the Bid Guarantee expires before the Concession Agreement is signed, the Proponent shall provide for its renewal at its own expense for successive periods of up to 15 (fifteen) days prior to expiration, and shall extend its validity for a minimum period of 06 (six) months, in which case the maintenance of the conditions of qualification shall be conditional upon the regular renewal of the respective Bid Guarantee.
- 12.9.1** In the event of renewal, the guarantee referred to in subitem 12.9 above shall be readjusted by the positive variation of the Broad Consumer Price Index - IPCA, published by the Brazilian Institute of Geography and Statistics - IBGE, between the month prior to the Date for Receipt of the Envelopes and the month immediately prior to the renewal of the Bid Guarantee.
- 12.9.2** If the Bid Guarantee is renewed again, the adjustment shall be made between the month immediately prior to the renewal of the Bid Guarantee and the month prior to the end of its validity.
- 12.10** In the event of more than 1 (one) request for renewal of the Bid Guarantee, the Proponent not declared the winner may waive the Bidding by means of a communication addressed to

the Grants Committee, which will give immediate discharge of its obligations incurred by reason of participation in the bidding contest.

12.11 The Bid Guarantee shall be executed in the event of total or partial default by the Proponent of the obligations assumed by virtue of its participation in the Bidding, upon notification by ANTT to the defaulting Proponent, without prejudice to the other penalties provided for in the Notice or applicable legislation, including, but not limited to:

- (i) presentation, by the successful Proponent, of the Qualification Documents in non-compliance with the provisions of the Notice, except as provided in subitem 10.10;
- (ii) presentation, by the winning Proponent, of an Economic Proposal that does not meet all the requirements established in the applicable legislation and in the Notice;
- (iii) non-fulfillment, by the Adjudicator, of the obligations prior to the execution of the Agreement, pursuant to item 21;
- (iv) refusal by the Adjudicator to enter into the Agreement;
- (v) if the Proponent practices acts aiming to frustrate the objectives of the Bidding;
- (vi) coverage of fines, penalties and indemnities eventually due by the Proponent to the ANTT, by virtue of its participation in the Bidding, from the date of submission of the Bid Guarantee until the date of signing of the Concession Agreement, without prejudice to the application of other penalties and the residual liability for the amount that extrapolates the Bid Guarantee; and
- (vii) the Proponent withdraws its bid within the period of validity.

12.12 Any modification to the terms and conditions of the Bid Guarantee submitted to the ANTT is prohibited unless expressly authorized by the Grants Committee, and subject to the provisions of subitem 12.9.

12.12.1 Exceptionally, the replacement of the Bid Guarantee may be permitted in the event of loss of value of the guarantee provided or situations that lead to the unenforceability of such instrument.

12.13 In Volume 1 - Bid Guarantee, the Proponent shall insert the following documents:

- (i) the representation documents provided for in subitem 11.1.2
- (ii) a copy of the intermediation contract between the Accredited Broker and the Proponent and other documents pursuant to subitem 11.2.1 above;
- (iii) the declaration of independent elaboration of the Economic Proposal, according to the template provided in Annex 13;
- (iv) documents evidencing, if any, the tie-breaking requirements set forth in the Person with Disabilities Statute;
- (v) submission of the Bid Guarantee, pursuant to Annex 10; and

- (vi) one of the modalities of Bid Guarantee, pursuant to subitem 12.6 above.

13 Economic Proposal

13.1 The Economic Proposal volume shall contain, solely, a duly signed Letter of Presentation of the Economic Proposal, according to the template in Annex 4.

13.1.1 In its Economic Proposal, the Proponent shall propose the Bid, as defined in this Notice.

13.1.2 The Economic Proposal must be valid for 01 (one) year, counted from the last day of the Date for Receiving the Envelopes, and, in this period, all its conditions must be maintained, and the term may be extended only once, for the same period, upon ANTT's request.

13.2 The Economic Proposal shall consider:

- (i) the investments, taxes, costs and expenses, including but not limited to the financial ones, necessary for the operation of the Concession, as provided for in the Agreement, Book of Obligations and other Annexes of the Notice and the Agreement;
- (ii) the risks to be taken by the Concessionaire by virtue of the operation of the Concession, as described in the minutes of the Notice and Concession Agreement, as well as in the applicable legislation;
- (iii) the term of the Concession, which shall be 35 (thirty-five) years;
- (iv) that all planned investments be fully depreciated and amortized during the Term of the Concession;
- (v) the payment of the Grant Amount corresponding to 3.43% (three point forty-three percent) of the gross revenue of the Concession; and
- (vi) that the amount of the investments foreseen in the Book of Obligations will be subject to a discount from the tax benefits of the Special Regime of Incentives for the Development of Infrastructure - Reidi and the Tax Regime for Incentive to the Modernization and Expansion of the Port Structure - Reporto, and any other applicable tax incentives, in accordance with the relevant legislation.

14 Qualification Documents

14.1 The volume of the Qualification Documents shall contain the documents listed in Annex 2, submitted and delivered in accordance with item 10 above.

14.2 Submission by the Proponents of any false Qualification Document, unfit for the purpose for which it was intended or which has expired on the Date for Receipt of the Envelopes shall render the Proponent disqualified, without prejudice to the application of applicable administrative, civil and criminal penalties.

- 14.3** The Proponents undertake to notify the ANTT immediately after the occurrence of any supervening fact or circumstance that alters its conditions of qualification, under penalty of disqualification, without prejudice to the enforcement of the applicable penalties.

15 Grants Committee

- 15.1** The Bidding shall be processed and judged by the Grants Committee and it shall be incumbent upon it to conduct the work necessary for the Bidding to take place.

15.1.1 The Grants Committee may request assistance from the Federal Public Attorney's Office - AGU, the Ministry of Economy, the Planning and Logistics Company - EPL, the Ministry of Infrastructure, DNIT, B3, as well as from other members of the ANTT that are not part of it.

- 15.2** In addition to the prerogatives that derive implicitly from its legal function, the Grants Committee may:

- (i) request clarification at any time from the Proponents regarding the documents submitted by them;
- (ii) adopt formal failure sanitation criteria and complement insufficiencies in the course of the Bidding;
- (iii) promote diligence aimed at clarifying or complementing the instruction in the Bidding, being prohibited the subsequent inclusion of a document that should originally appear in the documents submitted by the Proponent;
- (iv) extend the Bidding deadlines, in case of public interest, unforeseeable circumstances or force majeure; and
- (v) in the event of an amendment that unequivocally affects the preparation of the Economic Proposals or Qualification Documents, to modify: (i) the date set for submission of the Bid Guarantee, the Economic Proposal and the Qualification Documents; and (ii) the date set for opening the volumes and evaluation of the bids or for holding the Bidding, if applicable, reopening the period initially established.

- 15.3** Any change in the Notice shall be communicated in the DOU, in the official ANTT website, and in the other means used to make the documentation available.

- 15.4** The refusal to provide clarifications and documents and to comply with the requirements set forth by the Grants Committee, within the time limits determined by the Committee and in accordance with the terms of this Notice, may lead to the exclusion of the Proponent from this Bidding, without prejudice to the execution of the guarantees presented.

16 Procedure

- 16.1** The Bidding will follow the order of events and schedule indicated in the table below:

Events	Event Description	Dates
1	Publication of the Notice	16/12/2020
2	Publication of the Bidding Procedures Manual	08/01/2021
3	Deadline for requesting clarifications regarding the Notice	From 8h of 17/12/2020 until 18h of 15/01/2021
4	Answers to the clarifications requests regarding the Notice	26/02/2021
5	Final deadline for claims against the Notice	Up to 26/03/2021, if citizen, and up to 31/03/2021, if interested in taking part in the Bidding
6	Receipt by B3 and the Grants Committee of all the volumes related to: Bid Guarantee; Economic Proposal; and Qualification Documents	Date for Receipt of the Envelopes 05/04/2021 From 9h to 17h
7	Publication of the result of the analysis of the Bid Securities on the website www.antt.gov.br	07/04/2021 From 17h on
8	Public Auction Session to be held at B3 S.A. and opening of the volume related to the Economic Proposal of the Bidders whose Bid Guarantee have been accepted, followed by the opening of the Qualification Documents of only the Bidder ranked first among the Economic Proposal	08/04/2021 From 14h on
9	Publication, on the website www.antt.gov.br , of the ranking 8 order of the Economic Proposals	08/04/2021
10	Publication of the Bidding Trial Minutes, with the deadline 9 for reviews and appeals against the decision of the Grants Committee	23/04/2021
11	Finalization of the term for views and claims of appeals about the Bidding Trial Minutes	30/04/2021
12	Opening of a period for challenging resources	03/05/2021
13	Deadline for reviews and appeals regarding the Bidding	10/05/2021
14	Publication of the appeal trials results	14/05/2021

15	Bidding Homologation Act by the ANTT Collegiate Board of Directors and the award of the object of the Concession to the winning Bidder	27/05/2021
16	Proof of compliance, by the Proponent, with the conditions 15 prior to the signing of the Concession Agreement, as indicated in item 21	Until 25/06/2021
17	Signing of the Concession Agreement	23/07/2021

16.2 The Bidding may be suspended by the Grants Committee, which shall, if necessary, indicate the deadlines for lodging appeals and their respective objections.

16.3 The dates mentioned in subitem 16.1 above may be changed by the Grants Committee.

16.4 After delivery of the volumes corresponding to the Bid Guarantee, the Economic Proposal and the Qualification Documents, the Proponents may not withdraw from this Bidding, and shall be subject to the applicable penalties.

17 Classification and Evaluation of Economic Proposals

17.1 Classification of Economic Proposals

17.1.1 Only Proponents who have had their Volumes 1 – Bid Securities accepted by the Grants Committee, according to the result of the analysis disclosed in Event 6, of the Notice schedule, shall be eligible to participate in the Public Auction Session.

17.1.2 The Grants Committee shall hand over to the Director of the Public Auction Session the Volumes 2 - Economic Proposal received from the Proponents on the Date for Receipt of the Envelopes, which shall remain intact and sealed until such time.

17.1.3 The Grants Committee shall disqualify the Proponent whose Economic Proposal does not meet all the requirements established in the Notice, submit a Bid of less than BRL 32,730,000.00 (thirty-two million, seven hundred and thirty thousand reais) or, yet, the one that implies an offer submitted under a condition or term not foreseen in this Notice.

(i) in case of any doubts as to the regularity of the Economic Proposals, the Director of the Public Auction Session shall consult the Grants Committee in order to express himself/herself on the acceptability of the offered proposal.

17.1.4 The classification of the Economic Proposals shall be in descending order of value, and, therefore, the Economic Proposal with the highest value shall be placed first.

17.2 Evaluation of Economic Proposals

17.2.1 The Economic Proposal that has the highest Bid will be declared the winner, initially proceeding to the preliminary classification of the Bidders according to their respective Fixed Grant Amount offers, in decreasing order.

- 17.2.2** The Bidder will be qualified for the Bidding Stage, preliminarily ranked first, observing the procedure provided for in item 17.2.1, and the Bidders who have indicated Fixed Grant Value up to 10% lower than the highest amount presented.
- 17.2.3** As there are no more Bidders qualified for the Bidding Stage, in the event of item 17.2.3, the Bidder preliminarily ranked first will be declared the winner.
- 17.2.4** In the event of item 17.2.2, the Bidding Stage will start, based on the highest Fixed Grant Value offered and according to the following rule:
- (i) The session director may set a maximum time between Bids.
 - (ii) Each Bid must exceed the Fixed Grant Amount previously offered by the Bidder itself, considering that the Bid must respect the minimum interval between Bids determined by the session director and cannot have the same amount as the bid of another Bidder.
 - (iii) The session director shall declare the Bidding Stage to be closed when, after the deadline for offering new Bids has elapsed, no Bidder has submitted a new Bid, declaring, in a subsequent act, the final result of the Bidding Stage, in decreasing order, and the winning Bidder.
 - (iv) Immediately after the end of the Bidding Stage, the winning Bidder must ratify its Final Fixed Value Bid, by submitting a letter as shown in Annex 16 - Template Final Economic Proposal Ratification.
- 17.2.5** In the event of a tie between Economic Proposals from Brazilian and foreign Proponents, preference shall be assured to the Brazilian Proponents or, in a subsidiary manner, to the Proponent in a Consortium formed by Brazilian and foreign companies
- (i) In the event of a tie between the Brazilian Proponent and the Proponent in a Consortium formed by Brazilian and foreign companies, the Brazilian Proponent shall be declared the winner.
- 17.2.6** If the tie persists, after using the nationality criteria indicated in subitem 17.2.2, the Proponent that has attached to Volume I the documents proving compliance with the position reservation provided for in the Person with Disabilities Statute or for Social Security rehabilitation, and that comply with the accessibility rules provided for in the legislation, will be declared the winner.
- 17.2.7** Once the legal criteria for tiebreaking have been applied, and if the tie scenario persists, a draw will be made, in which the first Proponent to be drawn will be the best ranked and declared the winner of the contest.

18 Analysis of Qualification Documents

- 18.1** The Grants Committee will open the volume of the Qualification Documents only to the Proponent who ranks first in the Economic Proposals evaluation procedure.

18.2 In the event the Proponent ranked first is disqualified, the Qualification Documents of the Proponent ranked second shall be opened, and so on until a Proponent complies with the requirements relating to the Qualification Documents.

18.2.1 If the Proponent summoned in the form of subitem 18.2 meets the requirements for qualification, it shall be declared the winner of the Bidding pursuant to its Economic Proposal.

19 Administrative Appeals

19.1 The Proponents taking part in the Bidding may appeal against the Trial Minutes of the Grants Committee.

19.1.1 The appeal must be lodged within 05 (five) working days of publication of the Bidding Trial Minutes.

19.1.2 The appeal shall be communicated to the other Proponents, who may contest it within 05 (five) working days.

19.1.3 Os recursos e as impugnações aos recursos deverão ser dirigidos ao presidente da Comissão de Outorga, que poderá reconsiderar sua decisão no prazo de até 05 (cinco) dias úteis, ou, nesse mesmo prazo, fazê-lo subir à Diretoria Colegiada da ANTT, devendo, neste caso, a decisão ser proferida dentro do prazo de até 05 (cinco) dias úteis, contados a partir do recebimento do recurso.

19.2 Appeals will only be admitted when underwritten by the Accredited Representative, or person under his or her sponsorship with specific powers, duly proven, and must be filed at ANTT's headquarters, identified as follows:

ADMINISTRATIVE APPEAL RELATING TO CONCESSION NOTICE N ° 01/2020
- CONCESSION TO PROVIDE THE PUBLIC RAILWAY CARGO SERVICE
ASSOCIATED WITH THE EXPLORATION OF THE EF-334 RAIL
INFRASTRUCTURE BETWEEN ILHÉUS/BA AND CAETITÉ/BA

To the Chairman of the Grants Committee

19.3 Once the trial of any appeals has been concluded, the result will be posted on the website www.antt.gov.br and published in the DOU.

20 Approval and Award

20.1 The result of the Bidding shall be submitted by the Grants Committee to the ANTT's Collegiate Board of Directors for ratification and award of the object of the Concession.

20.2 The announcement of the winning Proponent will be made by means of an Approval Act to be published in the DOU, and on the www.antt.gov.br website.

21 Obligations Prior to the Signature the Agreement

21.1 Within 45 (forty-five) days after the publication of the Approval Act, but in any case before the signature of the Agreement, the Adjudicator shall submit to the ANTT:

- (i) proof of constitution of the SPE, in the exact terms of the draft presented by the Proponent in the qualification phase, with the corresponding certificate of the competent corporate registration, proof of registration before the National Register of Legal Entities and complete presentation of the latest financial statements required, duly audited by an independent audit company registered at CVM;
- (ii) proof of payment of B3's remuneration, within 15 (fifteen) days after approval, in the estimated amount of BRL788,994.86 (seven hundred and eighty-eight thousand, nine hundred and ninety-four reais and eighteen cents);
- (iii) proof of payment by the SPE of the Fixed Grant Amount corresponding to the winning Bid;
- (iv) proof of payment in national currency of, at least, BRL247,500,000.00 (two hundred and forty-seven million and five hundred thousand reais) of the share capital of the SPE, in addition to the amounts paid as Fixed Grant Value;
- (v) description of the shareholding and management structure considered for the SPE, containing: (i) description of the types of shares; (ii) shareholders and their respective holdings, by type of share; and (iii) indication of the main managers, including their respective resumes;
- (vi) manifestation about the intention or disinterest in subrogating to the rights and obligations arising from the service provision contracts signed with natural and legal persons by VALEC, or about the decision to not continue them;
- (vii) constitution of an Execution Guarantee, in favor of ANTT, in the amount of R \$ 288,332,000.00 (two hundred eighty-eight million, three hundred thirty-two thousand and three hundred reais);
- (viii) contracting the insurance required by ANTT Resolution No. 4,624, of March 5, 2015;
- (ix) if the Contractor has been a Consortium Bidder who has submitted a term of public or private commitment to set up a Consortium, there will be no obligation to constitute the Consortium before the formation of the SPE; and
- (x) proof of payment of BRL188,004.08 (one hundred and eighty-eight thousand, four reais and eight cents) to the Planning and Logistics Company - EPL, as reimbursement for the review of FIOL's Demand Studies.

21.2 the values referred to in items (iv), (vii) and (x), of sub-item 21.1, shall be updated by the variation of the Broad Consumer Price Index - IPCA, released by the Brazilian Institute of Geography and Statistics - IBGE, among the month of August 2020 and two months immediately preceding that in which the obligation was fulfilled.

22 Signature of the Agreement

22.1 Once the requirements of item 21 have been met, the SPE shall be convened by the ANTT to sign the Agreement.

22.1.1 The term set forth in subitem 21.1 may be extended, for up to the same period, if requested during its course by the Adjudicator or by the SPE, provided that it is due to a justified reason accepted by the ANTT.

23 Penalties for Failure to Sign the Agreement

23.1 If the SPE, or any of its shareholders, regularly called to sign the Concession Agreement, within the validity period of its Economic Proposal, refuse to do so, the ANTT will immediately execute the total Bid Guarantee submitted by the successful Proponent; however, the SPE or any of its shareholders shall not be exempted from the obligation to pay compensation for losses and damages of the Public Administration if the amount of the Bid Guarantee is not sufficient for the fulfillment of such payments.

23.2 In addition to the provisions of subitem 23.1, the refusal to sign the Concession Agreement, without justification accepted by the ANTT, within the established period of time, will result in the individual Adjudicator, or, in the case of a Consortium, all the consortium members, being subjected to the following penalties, depending on the severity:

- (i) the temporary suspension of participation in a bid and the impediment to enter into a contract with the Public Administration for a period of 24 (twenty-four) months; or
- (ii) the declaration of ineligibility to bid or to enter into contracts with the Public Administration, in accordance with the law.

23.3 In the event of refusal to sign the Concession Agreement within the period and under the conditions established, refusal to constitute the Performance Guarantee, or in the event of non-compliance with any of the requirements prior to its signature, the ANTT shall be entitled:

- (i) to summon the remaining Proponents, in the order of ranking, to do so under the terms of its Economic Proposal; or
- (ii) to revoke the Bidding, without prejudice to the applicable administrative and civil penalties.

24 General Provisions

24.1 Without prejudice to the provisions of subitem 23.3(ii), the Bidding may only be revoked by the ANTT for reasons of public interest arising from a duly proven fact, pertinent and sufficient to justify such revocation.

24.2 The ANTT's Board of Directors, ex officio or by provocation of third parties, shall annul the Bidding if any illegality that cannot be remedied is found.

- 24.3** The invalidation of the Bidding, as long as it is not subject to convalidation or reorganization, implies the nullity of the Concession Agreement.
- 24.4** The ANTT may, at any time, postpone the Bidding stages, in accordance with the applicable legislation, without the Proponents being entitled to compensation or reimbursement of costs and expenses on any basis.
- 24.5** In the event that the ANTT becomes aware, after the Qualification Phase, that any Qualification Document submitted by a Proponent was false or invalid at the time of submission of the Qualification Documents, the ANTT may disqualify the Proponent from any further proceeding, without prejudice to the ANTT's right to indemnification or reimbursement of costs and expenses in any way.
- 24.6** The Proponent undertakes to notify the ANTT at any time of any supervening fact or circumstance that impedes the conditions of accreditation or qualification, immediately after its occurrence.
- 24.7** Without any further communication, all copies of the sealed volumes of the Qualification Documents and the Economic Proposals that are not withdrawn by the Proponents within 30 (thirty) days from the date of the signature of the Agreement will be rendered unusable.
- 24.8** The Concessionaire shall at all times be bound by the provisions of the Concession Agreement, the Notice and its Annexes, the documentation submitted by it and the respective contractual documents, as well as the Brazilian legislation and regulations, in everything related to the operation of the Concession.

25 Deadline Count

- 25.1** In the deadlines established in days, in this Notice, the starting day shall be excluded and the expiration day shall be included, being counted in calendar days, unless reference is expressly made to working days.
- 25.2** Only the deadlines mentioned in the ANTT's working days begin and expire.

26 Court of Jurisdiction

- 26.1** The Court of Jurisdiction of the Judicial Section of the Federal District is hereby elected to settle any disputes arising from this Notice.

Part VI – Annexes to the Notice

Annex 1 – Clarification Request Template

Annex 2 – Qualification Documents

Annex 3 – Template Letter of Presentation of General Documentation

Annex 4 – Template Letter of Presentation of the Economic Proposal

Annex 5 – Template Letter of Declaration of Compliance with Article 7, XXXIII, of the Federal Constitution

Annex 6 – Template Letter of Declaration of Absence of Impediment for Participation in the Bidding

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

Annex 8 – Power of Attorney Template

Annex 9 – Power of Attorney Template (Foreign Proponent)

Annex 9-A – Declaration of Equivalence Template

Annex 9-B – Declaration of Absence of Equivalent Document Template

Annex 10 – Bid Guarantee Presentation

Annex 10-A – Minimum Guarantee Insurance Terms and Conditions

Annex 10-B – Template Bank Guarantee

Annex 11 – Bidding Procedures Manual

Annex 12 – Minimum Content of the Intermediation Agreement between the Proponent and its Respective Accredited Broker

Annex 13 – Declaration of Independent Elaboration of the Economic Proposal Template

Annex 14 – Template Letter of Declaration of Financial Capacity

Annex 15 – List of Environmental, Constructive and Invasive Liabilities in the Domain Range

Annex 16 – Template Final Economic Proposal Ratification

Annex 17 – Template Letter of Declaration of Financial Capacity

Annex 18 – Drafts of Responses to Clarification Requests