

FEDERAL GOVERNMENT

MINISTRY OF INFRASTRUCTURE (MINFRA)

NATIONAL AGENCY FOR WATERWAY TRANSPORTATION (ANTAQ)

AUCTION NOTICE

AUCTION Nº 01/2019-ANTAQ, FOR LEASE OF THE PUBLIC AREA AND INFRASTRUCTURE FOR TRANSPORTATION AND STORAGE OF BULK MINERAL SOLIDS, ESPECIALLY FERTILIZER AND SALT, LOCATED WITHIN THE ORGANIZED PORT OF SANTOS, STATE OF SÃO PAULO, DENOMINATED STS20

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PREAMBLE

THE NATIONAL AGENCY FOR WATERWAY TRANSPORTATION (ANTAQ) does hereby inform the public and whoever it may concern that the agency will carry out a Bidding Process, of the In-Person Auction type, as described in this **Auction Notice** and in the **Manual of Procedures**, in order to elect the best offer, under the criterion of highest **Granting Value** for execution of the **Lease Agreement** of public area and infrastructure located within the established port. This Bidding Process shall observe the Special Public Contracting System (RDC) defined by Law no. 12,462/11, as well as the rules and procedures defined by Law no. 12,815, of June 5th, 2013, and Decree no. 8,033, of June 27th, 2013, and Laws no. 8,666/93 and no. 8,987/95.

Information about this **Auction Notice** shall be published in the Federal Official Gazette. We emphasize that all posterior disclosures referring to this bidding process shall be made in the Federal Official Gazette and at **ANTAQ**'s website.

The **Auction Notice** and other related documentation shall be available for consultation via Internet on April 12th, 2019, at the Ministry of Infrastructure's website: www.infraestrutura.gov.br and at **ANTAQ**'s website: www.antaq.gov.br. The bid announcement can also be obtained at **ANTAQ**'s head office, located at SEPN, Block 514, Suite "E", **ANTAQ** Building, Brasília, Federal District, Postal Code (CEP) 70760-545.

The Representation Documents, Preliminary Statements, **Proposal Guarantee**, and **Lease Proposal** related to the Auction shall be received only on August 2nd, 2019, from 10 a.m. to 01 p.m., at B3, at Rua XV de Novembro, 275, Downtown, City and State of São Paulo.

The **Public Auction** and opening of the Bids for **Lease** of the **Bidders** shall take place on August 9th, 2019, starting at 10 a.m., at B3, at Rua XV de Novembro, 275, Downtown, City and State of São Paulo.

The Bidding Process was preceded of a Public Hearing, under the terms of article 39 of Law no. 8,666/93, and article 11, paragraph 3, of Decree No. 8,033/2013, duly disclosed in the Federal Official Gazette of August 19th, 2013 and conducted on August 30th, 2013, as well as by a Public Consultation, as defined by article 34-A, paragraph 1, of Law no. 10,233/2001, conducted from August 12th to September 6th, 2013, also disclosed in the Federal Official Gazette of August 12th, 2013.

Brasília/Federal District of Brazil, April 12th, 2019.

CHAPTER I – INITIAL PROVISIONS

Section I - Definitions

1.1. For the purposes of this **Auction Notice**, and with no prejudice to the other definitions herein, the terms below shall have the following meanings:

1.1.1. **Bidding Winner: Bidder** who wins the bidding process, as approved by the **Auction**;

1.1.2. **ANTAQ**: National Agency for Waterway Transportation (*Agência Nacional de Transportes Aquaviários*), entity established by Law no. 10,233/2001, responsible for conducting this bidding process;

1.1.3. **Attachment to the Agreement**: Each of the **Attachments** to the **Lease Agreement**;

1.1.4. **Organized Port Area**: Area defined by the Executive Branch including the port facilities, and the **Organized Port's** protection and access infrastructure;

- 1.1.5. **Lease:** Onerous assignment of public area and infrastructure located within the **Organized Port**, as described in the **Agreement** and **Attachments** thereto, for exploitation for a determined period;
- 1.1.6. **Lessee:** Winning **Bidder**, determined in accordance with the Brazilian legislation;
- 1.1.7. **Activities: Port activities** to be exploited by the **Lessee** within the area defined by the **Agreement** and the **Attachments** thereto as described therein.
- 1.1.8. **B3:** B3 S.A. – Brasil, OTC Stock Market, with head office at Praça Antonio Prado, No. 48 – Downtown – City and State of São Paulo, advisor of **ANTAQ's Permanent Port Lease Commission**;
- 1.1.9. **Affiliates:** Entities under significant influence of other entities, provided that the latter own or participate in the decision-making process of financial, political or operational decisions of the first, but holding no controlling interest. Significant influence is assumed when one entity holds twenty percent (20%) or more of the voting capital of the other entity, without holding controlling interest;
- 1.1.10. **CPLA:** **ANTAQ's** Permanent Port Lease Commission, established by **ANTAQ**, and responsible for processing and analyzing the bidding processes for exploitation of public areas and port infrastructures;
- 1.1.11. **Consortium:** Group of **bidders** who are jointly responsible for complying with the obligations arising from this Bidding Process, bound by the Commitment Term for Establishment of a Specific Purpose Entity, as defined by **Appendix 1 – Auction Notice Templates**;
- 1.1.12. **Agreement: Lease Agreement** to be executed between the **Granting Authority** and the **Lessee**, under the terms of the **Draft of the Lease Agreement**;

- 1.1.13. **Subsidiary:** Entity in which the **Controlling Entity**, either directly or by means of other **subsidiaries** or **affiliates**, holds member rights permanently ensuring the majority of votes in corporate meetings and the power to elect the majority of the entity's administrators; thus, effectively using its power to manage the corporate **Activities** and guide the operations of the entity's bodies;
- 1.1.14. **Controlling Entity:** Individual or Legal Entity that:
- 1.1.14.1. Holds member rights permanently ensure the majority of votes in general meetings and the power to elect the majority of the entity's administrators;
and
 - 1.1.14.2. Effectively uses its power to manage the corporate **Activities** and guide the operations of the entity's bodies.
- 1.1.15. **Date to Deliver the Documents:** Date when the **Bidders** shall deliver, before **CPLA**, all necessary documents at **B3** to participate in the **Auction**.
- 1.1.16. **Qualifying Documents:** Documents listed in the **Auction Notice** to prove the respective legal, tax, technical, economic, and financial good standing;
- 1.1.17. **Auction Notice:** This document and the specific terms and conditions herein provided defining the rules for the **Auction**;
- 1.1.18. **Consortium Lead Company:** Company appointed by the **Bidders** participating in the Auction as **Consortium Members**, responsible before the **Granting Authority** for complying with the obligations provided in this **Auction Notice** and in the **Draft Lease Agreement**, without prejudice to the joint responsibility of the other consortium companies;
- 1.1.19. **Proposal Guarantee:** Guarantee for full compliance, by the **Bidder**, of the **Lease** proposal, which shall be conducted by the **Granting Authority** under the terms defined in the **Auction Notice**;

- 1.1.20. **Auction:** Bidding process to elect the **Bidder** which shall be the **Lessee** responsible for conducting the subject matter of the **Agreement** as a Special Purpose Entity;
- 1.1.21. **Manual of Procedures:** Document disclosed by **B3** at its website, providing the guidance and rules for the Public **Auction**, as well as the procedures for provision of the **Proposal Guarantee**;
- 1.1.22. **MCN:** MERCOSUR Common Nomenclature;
- 1.1.23. **Port Operator:** Prequalified legal entity to perform the **Activities** of cargo/goods storage and transportation, either from or for waterway transportation, within the **Organized Port** area;
- 1.1.24. **Accredited Broker:** Broker licensed and authorized, under the terms of the Brazilian legislation, to operate at **B3**, engaged by the **Bidder** to represent it in all acts related to the **Auction** before **B3**;
- 1.1.25. **Granting Authority:** The Brazilian Federal Government, acting by means of the Ministry of Infrastructure;
- 1.1.26. **Organized Port:** Public asset built and equipped to meet the navigation, transportation of passengers, transportation and storage of goods, whose port traffic and operations are under the jurisdiction of a port authority;
- 1.1.27. **Bidder:** Legal entities, investment funds, and supplementary pension entities participating in the **Auction**, either individually or through a **Consortium**;
- 1.1.28. **Accredited Representatives:** Individuals authorized to represent the **Bidders** for all documents and at all sessions related to the Auction, except for the activities performed at **B3**;

- 1.1.29. **Public Auction Session:** Public session to be attended in person or via conference call, where applicable, to open and rank the bids made by the **Bidders** for the **Lease**;
- 1.1.30. **Users:** All individuals and legal entities benefiting from the **Activities** provided by the **Lessee**, or by third parties appointed by the **Lessee**, at the **Organized Port Area**;
- 1.1.31. **Lease Amount:** Amount payable by **Lessee** to the Port Management for the exploitation of the **Lease** under the terms of the **Draft Lease Agreement**; and
- 1.1.32. **Grant Amount:** Amount offered by the **Bidder** to be granted the right to exploit the **Lease** under the terms of the **Draft Lease Agreement**.
- 1.2. Except when the context does not allow for such interpretation, the definitions of this **Auction Notice** shall be equally applied both for their singular and plural forms.

Section II – Subject Matter

- 2.1. The purpose of this **Auction** is the **Lease** of the public area and infrastructure located at Santos Port, State of São Paulo, for performance of the **Activities**, in accordance with the specifications and requirements defined in the **Auction Notice** and **Draft Lease Agreement**.
- 2.1.1. The total **Lease** area at Santos, whose identification code is STS20, has twenty nine thousand, two hundred and seventy eight (29,278m²) square meters, including the area where the equipment and buildings are and will be implemented for use in reception (removal from ship, internal transportation, storage, and land expedition) and shipping (land reception, storage, internal transportation, and ship boarding) of bulk mineral solids, especially fertilizer and salt, in accordance with the provisions of the **Agreement** and its respective **Attachments**.

- 2.2. The complete description of the area, infrastructure, and facilities is provided in the **Draft Lease Agreement**.
- 2.3. The **Activities** to be performed by the **Lessee** in the **Lease** include the transportation and storage of bulk mineral solids, especially fertilizer and salt, under the terms and conditions provided in the **Agreement** and its **Attachments**.
- 2.4. The **Lessee** shall be remunerated by means of the amounts directly charged to the **Users** for the **Activities** provided, as defined in the **Agreement**.
- 2.5. The **Lease** shall be effective for twenty-five (25) years and can be extended under the terms of Clause 3 of the **Draft Lease Agreement**.
- 2.6. The **Draft Lease Agreement** and its **Attachments** are a part of this **Auction Notice**.

Section III-- Access to the Auction Notice

- 3.1. The **Auction Notice** of this **Lease**, the **Draft Lease Agreement**, as well as all information, analysis, and projects available can be obtained:
- 3.1.1. At the Ministry of Infrastructure's website: www.infraestrutura.gov.br or at **ANTAQ's** website www.antaq.gov.br from April 12th, 2019 on, where these analyses and information on the rules defined in this **Auction Notice** and **Draft Lease Agreement** can be found; and
- 3.1.2. At **ANTAQ's** head office, located at SEPN, Block 514, Suite "E", **ANTAQ** Building, Brasília, Federal District, Postal Code (CEP) 70760-545.

- 3.2. The interested parties shall obtain the **Auction Notice** and **Draft Lease Agreement** as indicated above, so that they obtain the authentic material and documentation to participate in the bidding process.
- 3.3. **ANTAQ** shall not be responsible for the contents of the **Auction Notice** and **Draft Lease Agreement** obtained from different sources than those herein indicated.
- 3.4. Obtaining this **Auction Notice** and the **Draft Lease Agreement** is not a key condition to participate in the **Auction**. To participate in the **Auction**, it is enough for the Bidder to acknowledge and agree with all the terms and conditions of this **Auction Notice** and the **Draft Lease Agreement**.
- 3.5. The bids shall be presented within at least one hundred (100) days as of the disclosure of the **Auction Notice**, as defined in article 11 of Decree No. 8,033/2013.

Section IV – Clarifications on the Auction Notice

- 4.1. The **CPLA** shall provide clarifications on the **Auction Notice** and **Draft Lease Agreement**, either ex officio or upon request of the **Bidders**, provided that these clarifications shall be recorded in the proper minutes, pursuant to item 4.3, of binding nature for the purposes of interpretation of the respective rules.
- 4.1.1. Any request for clarification shall be made within the period defined by the schedule of item 26.1.1, by physical and electronic means at **ANTAQ's** head office, or by electronic means, on **ANTAQ's** website, in a separate form that will be available. If there is any divergence of information between versions, the content provided in the physical document shall prevail.
- 4.2. The **CPLA** shall not provide clarifications upon request:
- 4.2.1. Made in a different form than determined in item 4.1.1;

- 4.2.2. With no direct relation with the content of the **Auction Notice** and the **Draft Lease Agreement**; and
- 4.2.3. For information, analyses, researches, investigation, projects, spreadsheets, and other documents or data not expressly mentioned in the **Auction Notice** and **Draft Lease Agreement**;
- 4.3. All **CPLA's** answers to the requests for clarifications made under the terms of this item shall be recorded in proper minutes, which are an integral part of the bidding process.
- 4.3.1. The minutes mentioned above shall be disclosed at **ANTAQ's** website within the period defined by the schedule of item 26.1.1, without identifying the questions' sources. The Bidders may also obtain a copy minutes at **ANTAQ's** head office upon payment of the fees necessary to make a copy of these minutes.

Section V – Technical Visits

- 5.1. The **Bidders** may conduct up to two (2) technical visits to obtain supplementary information on the current public area, infrastructure, and facilities within the scope of the **Lease**, in which circumstances the **Bidders** may also analyze any environmental matters, and conduct inspections, as long as they do not adversely affect the existing port operations, are compatible with the project, and comply with the legal and regulatory provisions in force, also observing any other supplementary instructions to be disclosed by the **CPLA** and other competent bodies.
- 5.2. The **Bidders** may appoint up to six (6) representatives to participate in the technical visits.
- 5.3. The participation in the technical visit is optional. The **Bidder** shall present, together with its qualifying documentation, **Template 16 – Certificate of Technical Visit** or **Template 17 – Statement of Full Acknowledgement**, stating that it is fully aware of the

public area, infrastructure, and facilities where the **Activities** will be performed, as well as the conditions that may affect their performance, access to the area, materials, and equipment to be used, as well as the other necessary information to achieve the purpose of the **Lease**, provided that the **Bidder** shall be responsible for any damages caused by its omission.

- 5.4. The technical visits shall be scheduled directly with Companhia Docas do Estado de São Paulo, contacting the responsible Leandro Gorni Cabral – Lease Contracts Coordinator, located at Av. Conselheiro Rodrigues Alves, s/n – Macuco – Santos/SP, e-mail: leandrocabral@portodesantos.com.br.

Section VI – Objections to this Auction Notice

- 6.1. Any objection filed against this **Auction Notice** shall be recorded website within the period defined by the schedule of item 26.1.1, under penalty of losing this right.
- 6.2. The objection to this **Auction Notice** shall be forwarded to the chairman of the **CPLA** and delivered through physical and electronic means at **ANTAQ's** head office, or electronically at the **ANTAQ's** website, until 6 p.m. In the event of conflicting information between the copies of the documents, the content provided in the physical document shall prevail.
- 6.3. The **CPLA** shall judge and answer any objection filed website within the period defined by the schedule of item 26.1.1.
- 6.3.1. The judgment and answers of the **CPLA** to any objection filed under the terms of this item shall accompany the proper minutes, which is integral part of the bidding process.
- 6.3.2. The minutes shall be disclosed at **ANTAQ's** website. The **Bidders** may also obtain a copy of the minutes of the judgment of any objections at **ANTAQ's** head office upon payment of the fees necessary to make a copy of these minutes.

Section VII – General Provisions

- 7.1. All documents of the public bid, including the mails exchange between the **Bidders** and **ANTAQ's Permanent Port Lease Commission (CPLA)** shall be prepared in Portuguese Language, and all documentation shall be consulted and construed in accordance with this language.
- 7.2. For analysis and judgement of the Bids, foreign documents presented in foreign languages shall not be considered without (i) notarization by the respective Brazilian consulates, and (ii) sworn translation into the Portuguese Language, as well as those presented and are not in compliance with the effective legislation in relation to the necessary requirements for confirmation of their legal effect.
- 7.3. Except when expressly authorized in this **Auction Notice**, the documents shall comply with the templates herein contained, if any.
- 7.4. All times mentioned herein shall be in the official time of Brasília.
- 7.5. All mails related to this **Auction Notice** and sent to **ANTAQ's CPLA** shall be considered delivered at the date when they are effectively received, upon registration or other form of confirmation of receipt, in case of exchange of e-mails.
- 7.6. The mails received after 6 p.m., including e-mails, shall be considered received on the following business day.
- 7.7. Any amendment to this **Auction Notice** shall be disclosed in the Federal Official Gazette and at **ANTAQ's** website.
- 7.8. The documents delivered by electronic means shall not have access or content restrictions.

7.9. In case of conflicting information between the physical and electronic documents, those provided through physical documents shall prevail.

7.10. The information, analysis, researches, investigations, projects, spreadsheets, and other documents or data made available at **ANTAQ's** website were prepared and obtained solely for the **Auction's** pricing purposes, with no binding nature that makes **ANTAQ's** and/or the Granting Authority responsible in relation to the **Bidders** and/or the future **Lessee**.

7.11. The **Bidders** shall be responsible for the direct analysis of the conditions of the respective public area, infrastructure, and facilities of the Lease, and the analysis of all data and information on the exploitation, as well as the examination of all instructions, conditions, requirements, laws, decrees, standards, specifications, and regulations applicable to the **Auction, Lease** and **Organized Port**; and the Bidders shall bear the respective costs and expenses and any losses thereof, including in relation to the analyses, inspections, technical visit, researches, projects, and investments.

7.12. The participation in the **Auction** implies the full and unconditional agreement with all terms, provisions, and conditions of the **Auction Notice**, and with any other applicable standard.

7.13. Observing the specific rules provided in this **Auction Notice**, the amounts herein defined shall be adjusted at the Extended Consumer Price Index (IPCA) rate, disclosed by the Brazilian Institute of Geography and Statistics (IBGE). The amounts shall be adjusted every twelve (12) months as of the base date.

CHAPTER II – ANTAQ'S PERMANENT PORT LEASE COMMISSION

8.1. The **Auction** shall be processed and analyzed by the **CPLA**, advised by **B3**, and conduct the necessary work to carry out the **Auction**, as demanded by the **CPLA**.

- 8.2. The **CPLA** may request information from any bodies and entities involved in this bidding process, as well as all the members of the Federal, State, and Municipal Government.
- 8.3. In addition to the assumptions implied in its legal purpose, the **CPLA** may:
- 8.3.1. Request the **Bidders** at any time to analyze, clarify, and settle any issue related to the documents presented, including, but not being limited to, regular failures, conflicting information, versions and/or translations;
 - 8.3.2. Adopt criteria for settling failures and conflicts of formal nature and supplement insufficient matters on the course of the **Auction**;
 - 8.3.3. Conduct procedures to clarify or supplement the information for the **Auction**, provided that the subsequent provision by the **Bidder** of any document or information that should be originally provided with the documents described in item 20.1 is expressly prohibited.
 - 8.3.4. Extend the terms herein provided in case of public interest, unforeseeable event, force majeure or Acts of God, provided that the **Bidders** are not entitled to any indemnification or reimbursement of any costs and expenses;
 - 8.3.5. In case of any change unequivocally affecting the preparation of the proposals, change the **Date to Deliver the Documents**, or the **Public Session of the Auction**.
- 8.4. Any failure to provide clarifications and documents or to comply with the requirements of the **CPLA**, within the terms set out by the **CPLA** and the terms set out in this **Auction Notice**, may lead to the disqualification of the **Bidder**, with the consequent execution of the **Proposal Guarantee**.

CHAPTER III – PARTICIPATION IN THE AUCTION

9.1. Under the terms of this **Auction Notice**, Brazilian or foreign legal entities, supplementary pension and investment fund entities, either individually or in a **Consortium**, may participate in the **Auction**.

9.2. The **Bidders** shall be represented in the **Auction** by **Accredited Representatives** and **Accredited Brokers**.

Section I – Participation of Foreign Companies

10.1. The **Bidders** that are foreign legal entities not operating in Brazil shall present, both for individual participation or in a **Consortium**, documents equivalent to those required from the Brazilian **Bidders** for qualification purposes. These documents shall be notarized by the Brazilian consulate authority of the country of origin and translated by a sworn translator.

10.1.1. For companies from countries that are part of the treaty regulated by Decree No. 8,660/2016, which promulgated the Convention on the Elimination of the Requirement of Legalization of Foreign Documents signed by the Federative Republic of Brazil, there will be no requirement for diplomatic or consular legalization of foreign public documents.

10.2. Foreign legal entity **Bidders** not operating in Brazil shall present a statement, pursuant to Template 18, provided in **Appendix 1 – Auction Notice** Templates, certifying the correlation between the legal and administrative documents usually required in bidding processes in Brazil and the corresponding documentation in the country of origin, also indicating the correlation between the respective term periods.

10.3. The equivalent **Qualifying Documents** shall be presented in order to enable the analysis, by the **CPLA**, of their effectiveness and whether they are required.

10.4. In the event that there are no equivalent documents to those required by this **Auction Notice** or any agency in the country of origin to notarize these documents, the **Bidder** shall present a statement informing this situation, pursuant to Template 19 of **Appendix 1 – Auction Notice Templates**.

10.4.1. In case any of the documents required in Subsection III, Section V, Chapter IV of this **Auction Notice** falls within the circumstance described in the previous item, the statement informing that there is no equivalent document shall include the corresponding statement of clearance of tax and labor debts.

10.5. The representative of the foreign **Bidder** shall be the entity legally accredited and domiciled in Brazil, with express powers, by means of a public or private power of attorney, containing a notarized signature, pursuant to the legislation applicable for documents, in order to be served of process, and answer on behalf of the **Bidder** in Brazil for administrative and judicial matters, as well as to represent the foreign legal entity **Bidder** in all phases of the bidding process, observing the provisions in item 7.1.

10.6. The foreign legal entity **Bidders** authorized to operate in Brazil shall present the required documents to the legal entities organized under the Brazilian legislation.

Section II – Participation in Consortium

11.1. The following rules shall be observed for **Consortia**, with no prejudice to the other provisions of the **Auction Notice**:

11.1.1. For the establishment and organization of the **Consortium**, the **Bidders** shall observe the provisions of this section and the applicable legislation;

11.1.2. Each **Consortium** member shall individually meet the requirements herein provided in relation to the preliminary statements and the **Qualifying Documents**; and

- 11.1.3. The disqualification of any consortium member shall lead to the automatic disqualification of the **Consortium**.
- 11.2. There is no limit number of members to establish a **Consortium**.
- 11.3. The inclusion, replacement, removal, exclusion, or change in percentage of the interest held by the consortium members, from the **Date to Deliver the Documents** described in item 20.1 until the execution of the **Agreement**, are not allowed.
- 11.4. In addition to the other documents required in the **Auction Notice**, the participation of the **Bidder** through a **Consortium** is conditioned to the Commitment to establish a Specific Purpose Entity, signed by the Consortium members, in accordance with **Appendix 1 – Auction Notice Templates** (Template 15).
- 11.5. In the same **Auction**, each legal entity may participate in only one **Consortium**; this restriction shall apply to their **Subsidiaries, Affiliates, Controlling Entities**, and entities under the same common control.
- 11.6. In the event that the **Bidder** participates in a **Consortium**, this **Bidder** shall also be forbidden to individually participate in the **Auction** for any of the **Lease** offers of the respective **Auction**; this restriction shall also apply to their **Subsidiaries, Affiliates, Controlling Entities**, and entities under the same common control.
- 11.7. The joint responsibility of the **Consortium** members shall terminate, in relation to the obligations undertaken in the **Auction**:
- 11.7.1. When the **Consortium** is the winner, at the date of execution of the **Lease Agreement** by the Special Purpose Entity; and
- 11.7.2. When the **Consortium** is not the winner, within fifteen (15) days as of the date of the execution of the **Agreement**.

11.8. In case of a **Consortium** formed by foreign and Brazilian companies, the leader shall be a Brazilian company appointed by the **Consortium** members.

Section III – Restrictions to the Participation

12.1. The participation in this **Auction** is forbidden for legal entities that, either individually or in a **Consortium**:

12.1.1. Have been declared to not be in a good standing by the public authority;

12.1.2. Have been suspended or impeded to participate in bidding process or to be engaged by the Public Administration under the provisions of Law no. 8,666, of June 21th, 1993;

12.1.3. Have been handed down final and unappealable sentence to lose their rights to operate due to environmental crimes, as determined by article 10 of Law no. 9,605, of February 12th, 1998;

12.1.4. Have been handed down final and unappealable sentence to the penalty defined in article 38, II, of Law no. 12,529, of November 30th, 2011;

12.1.5. Have managers or technicians in charge who have had any commissioned position, effective position at, or who have been an employee of **ANTAQ** and/or the Ministry of Infrastructure, or who have been managers, senior advisors or intermediate assistants of the Federal Government's Direct Management within the last one hundred and eighty (180) days prior to the disclosure of this **Auction Notice**;

12.1.6. Have been handed down a final and unappealable conviction for misconduct in public office under the provisions of Law no. 8,429, of June 2th, 1992; and/or

- 12.1.7. Are going through judicial/out-of-court reorganization or bankruptcy process, have filed for Chapter 11, or are under dissolution or liquidation.
- 12.1.7.1. In the event of a **Bidder** in process of judicial recovery, the impediment does not apply if the creditor agreement has already been ratified. In this case, the agreement must be presented in the **Qualifying Documents**.
- 12.2. To check for the conditions provided for in items 12.1.1, 12.1.2, and 12.1.6, the Federal Executive Branch Suppliers Registration Unified System (SICAF), National Register of Disreputable and Suspended Companies (CEIS) of the General Controllershship of the Federal Government (CGU), Public Accounts Portal (*Portal da Transparência*), and the National Council of Justice (CNJ) Portal shall be consulted.

CHAPTER IV - DOCUMENTATION

- 13.1. Except for bank guarantees and sureties, which must be in their original form as the first copy of the 1st Volume described in item 20.1.1, all other documents shall be the original documents or notarized copies thereof, signed by one (1) **Accredited Representative**. The **Bidders** shall present notarized copies of the original guarantees and sureties for the 2nd and 3rd copies of the 1st Volume.
- 13.1.1. The certificates not filed during the proper term shall be accepted when issued within ninety (90) days before the **Date to Deliver the Documents**.
- 13.1.2. The certificates obtained by electronic means containing digital authentication shall be treated as valid documents. The electronic certificates without digital authentication shall be considered valid only when issued by the official website of the competent body.
- 13.2. All documents provided by the **Bidders** shall be maintained by **B3** within fifteen (15) days as of the signature of the **Agreement**, except for the documents of the winning **Bidder**, which shall be delivered to the **CPLA**.

13.3. After the aforementioned 15-day period, the documents presented by the losing **Bidders** shall be forwarded to **ANTAQ** and can be retrieved by the **Bidders** after notification of completion of all inspection phases conducted by the Federal Audit Court (TCU), pursuant to Normative Instruction No. 81, of June 20th, 2018.

13.3.1. The **Proposal Guarantee** shall be returned by the **ANTAQ**, under advisory from **B3**, to the **Bidders** within fifteen (15) days after the signature of the **Agreement**.

13.3.2. After thirty (30) days as of the receipt of the notification of conclusion of the inspection mentioned in item 13.3, **ANTAQ** shall render the documents not retrieved by the **Bidders** useless.

Section I – Volume 1 – Preliminary Statements, Accredited Representatives and Proposal Guarantee

Sub-section I – Preliminary Statements

14.1. The **Bidders** shall present preliminary statements, in accordance with the table of **Appendix 1 – Auction Notice Templates**.

Sub-section II - Accredited Representatives

15.1. Each **Bidder** or each **Consortium** may have up to two (2) **Accredited Representatives**.

15.2. The following is considered evidence of the powers of the **Accredited Representatives**:

15.2.1. For Brazilian companies, the power of attorney defining the powers to conduct, on behalf of the **Bidder**, all activities related to the **Auction** (including the powers to be served process, represent the **Bidder**, both administratively and judicially, enter into agreements, and waive rights), in accordance with the template in **Appendix 1 – Auction Notice Templates** (Template 2), containing the notarized signature and accompanying the documents stating the powers

of the grantor(s) (pursuant to the last amendment filed in the competent corporate or civil records);

15.2.2. For **Bidders** in a **Consortium**, the powers of attorney mentioned in the previous item shall be granted by the **Leading Company of the Consortium**, with notarized signature, in accordance with the template provided in **Appendix 1 – Auction Notice Templates** (Template 2), and shall include:

15.2.2.1. Appointment of the **Leading Company of the Consortium** as the responsible for the activities performed by the **Consortium** before the **Granting Authority**;

15.2.2.2. Powers of attorney granted by the consortium members to the **Leading Company of the Consortium**, in accordance with the **Appendix 1 – Auction Notice Templates** (Template 3), granting express, irrevocable and irreversible powers to agree with conditions, compromise, undertake, and sign any papers, documents, and contracting instruments related to the subject matter of the **Auction**.

15.2.2.3. Documents proving the powers of all grantors (pursuant to the last amendment filed with the competent corporate or civil records); and

15.2.3. For **Bidders** that are foreign companies, by means of presentation of power of attorney granted to a representative resident and domiciled in Brazil, in accordance with **Appendix 1 – Auction Notice Template** (Template 4), proving the powers to conduct, on behalf of the **Bidder**, all activities related to the **Auction**, including the powers to be served process, represent the **Bidder**, both administratively and judicially, enter into agreements, and waive rights, and, as the case may be, change the proper powers to the **Accredited Representatives**, accompanied of documents proving the powers of the grantors, containing signature(s) duly notarized by a notary public or another authority in accordance

with the applicable legislation, recognized by the nearest Brazilian consulate, properly translated into the Portuguese language by sworn translated, and registered at a Notary Public Office (pursuant to the last amendment filed with the competent corporate and civil records, or equivalent requirement of the country of origin).

15.3. At least one (1) of the **Accredited Representatives** shall sign all statements and documents mentioned herein.

15.4. Each **Accredited Representative** may represent a single **Bidder**.

15.5. Notwithstanding the provisions of this sub-section, the **Accredited Representatives** shall neither interfere nor conduct activities with **B3** during the **Date to Deliver the Documents** and at the **Public Session of the Auction**, provided that this representation shall be solely exercised by the **Accredited Brokers**.

Sub-section II – Accredited Brokers

15.6. The **Accredited Brokers** shall represent the **Bidders** before **B3**, upon delivery of all documents herein required, specially the **Proposal Guarantee**, the economic proposal, and the **Qualifying Documents**, also in the **Public Session of the Auction**.

15.7. The **Agreement** for intermediation between the **Accredited Broker** and the **Bidder** shall have the minimum content defined in the **Manual of Procedures** and presented in the 1st Volume.

15.8. Each **Accredited Broker** may represent only a single **Bidder**, and each **Bidder** may be represented and participate in the **Auction** by means of a single **Accredited Broker**.

Section III – Proposal Guarantee

16.1. The **Proposal Guarantee** shall amount to twenty-seven million, four hundred and forty-six thousand and nine hundred and fifty-two Brazilian Reais (BRL) and thirty-one cents (R\$27,446,952.31).

16.2. To make the **Proposal Guarantee**, the **Bidders** shall deliver the **Presentation Letter of Guarantee Proposal**, following the template provided in **Appendix 1 - Auction Notice Templates** (Template 5), as well as observe the rules described in the **Manual of Procedures**, with no adverse impact on the guidelines defined in this section.

16.3. The **Proposal Guarantee** can be made in cash, federal government debt securities, bank guarantees or sureties, or a combination of them, observing the following conditions:

16.3.1. The **Proposal Guarantee** present in the types of bank guarantees and sureties shall contain the minimum information indicated in **Appendix 1 – Auction Notice Templates** (Template 6 / Template 7), the original copies of which must be provided. Copies of any nature shall not be accepted; however, the digital copy of the insurance policies properly certified by the Superintendence of Private Insurances (SUSEP) may be accepted, and the signature can be made by means of digital certification. The **Proposal Guarantees** provided as bank guarantees and sureties shall have their amounts expressed in Brazilian Reais (BRL) and follow the conditions defined in the **Manual of Procedures**;

16.3.2. In the event that the **Proposal Guarantee** is provided in government debt securities, only National Treasury Bills (LTN), Financial Treasury Bills (LTF), National Treasury Notes – C-series, and B-series (NTN-C, and NTN-B), National Treasury Notes – Principal B series (NTN-B Principal), or National Treasury Notes – F-series (NTN-F) shall be accepted;

- 16.3.3. For guarantees in cash, the deposit shall be made in a branch of Caixa Econômica Federal determined by the **Bidder**, based on article 82 of Decree No. 93,872, of December 23th, 1986, and Decree-Law no. 1,737, of December 20th, 1979, provided that proof of the deposit shall be included in the envelope;
- 16.3.4. Only letters of guarantee issued by commercial, investment and/or multiple banks authorized to operate in Brazil, rated A or B in the long-term rating scale of either one of the following rating agencies: Fitch Ratings, Moody's, or Standard & Poors shall be accepted.
- 16.3.5. If the **Bidder** is participating individually, the Proposal Guarantee shall be presented under the **Bidder's** name;
- 16.3.6. For **Bidders** in a **Consortium**, the **Proposal Guarantee** shall be presented on behalf of one or more of the consortium members and expressly indicate the name of the **Consortium** and of all members with their respective interest percentage, irrespective of whether the **Proposal Guarantee** is provided for by one or more of the consortium members. In this case, the total segregated amount between the consortium members, who may individually elect one type of the guarantees defined in item 16.3, irrespective of which type of guarantee the other members may elect, is accepted.
- 16.4. In case the **Proposal Guarantee** is provided as government debt, in accordance with item 16.3.2, this shall be issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Brazilian Central Bank and assessed by their economic value, as defined by the Ministry of Finance.
- 16.5. The **Proposal Guarantee** shall have **ANTAQ** as beneficiary, and the **Bidder** as borrower, effective for one (1) year as of the **Date to Deliver the Documents**, and this guarantee shall be renewed by the **Bidder** before its expiration should the bidding process is not completed within this period.

- 16.5.1. The effectiveness of the **Proposal Guarantee** shall be extended as necessary for at least thirty (30) days before its expiration date at the expenses of the **Bidders**; should it expires before the defined term, the **Bidder** may be disqualified for the bidding process. The **Proposal Guarantee** shall be renewed for at least one (1) year.
- 16.6. In case of renewal, the **Proposal Guarantee** shall be adjusted at the IPCA rate, disclosed by IBGE, for the period from the **Date to Deliver the Documents** and the last index rate officially disclosed before the renewal of the **Proposal Guarantee**.
- 16.6.1. The reference date for monetary restatement shall be the month of **Date to Deliver the Documents**; and the final date shall be the last index released before the renewal notification of the **Proposal Guarantee**, which may be the month immediately preceding the month of validity, or the month itself, if it has already been disclosed.
- 16.6.2. In case of another renewal, the reference date shall be the month corresponding to the beginning of the validity of the **Proposal Guarantee**, and the final date will be the month in which it expires.
- 16.7. The **Proposal Guarantees** may be executed by **ANTAQ** upon legal administrative procedure, not adversely impacting the other penalties defined in the Auction Notice and in the applicable legislation, under the following circumstances:
- 16.7.1. Total or partial default by the **Bidders** in relation to the obligations undertaken by them for their participation in the **Auction**;
- 16.7.2. Presentation by the winning **Bidder** of the **Qualifying Documents** not in compliance with the requirements herein provided;
- 16.7.3. Presentation, by the **Bidder**, of a **Lease** proposal not complying with all the requirements of the applicable legislation and herein provided;

- 16.7.4. Failure by the **Winning Bidder** to comply with the obligations prior to the signature of the **Agreement**;
- 16.7.5. Refusal of the **Winning Bidder** to execute the **Agreement**;
- 16.7.6. In the event that the **Bidder** perform any activity to prevent the achievement of the objectives of this bidding process;
- 16.7.7. Fines, penalties, and indemnifications occasionally payable by the **Bidders** to **ANTAQ** to the **Granting Authority**, due to their participation in the **Auction**, not adversely impacting the application of any other penalty and the residual responsibility for the amount exceeding the **Proposal Guarantee**; and
- 16.7.8. In case the **Bidder** withdraws its proposal within the proper term.
- 16.8. Any change to the terms and conditions of the **Proposal Guarantee** after its presentation to the **CPLA** is prohibited, except when approved by the **CPLA** under the circumstances of loss of financial value, change in quality, or need for replacement.
- 16.9. The **Proposal Guarantee** shall not have any excluding clause for any responsibility undertaken by the borrower in relation to the participation in the **Auction**, except for those expressly provided for in SUSEP regulation.

Section IV – Lease Proposal

- 17.1. The **Bidder** shall present its **Lease Proposal** in accordance with **Appendix 2 - Template for Presentation of Lease Proposal**, observing the rules determined in the **Manual of Procedures**, not adversely affecting the guidelines herein established.
- 17.2. The **Bidder** shall present the statement of independent preparation of the proposal, following the template in **Appendix 1 – Auction Notice Templates (Template 8)**

17.3. The **Bidder** shall indicate in its **Lease** Proposal the Lease Amount in Brazilian Reais (BRL) to be paid to the Federal Government with a maximum of two decimal places, provided that an amount lower than one Brazilian Real (BRL) (R\$1.00) is forbidden.

17.4. The **Lease** Proposal shall be effective for the same period of the **Proposal Guarantee**, and this term may be extended for an equal period of time upon request of the **CPLA**, **ANTAQ**, or the **Granting Authority**.

17.4.1. In case of renewal, the **Lease Amount** shall be adjusted at the IPCA rate, disclosed by IBGE, for the period from the **Date to Deliver the Documents** and the last index rate officially disclosed before the renewal of the proposal.

17.5. **Lease** proposals shall be unconditional, irrevocable, and irreversible; it should also consider that all amounts indicated in this **Auction Notice** refer to April 2018, except for the Lease Amount, the base date of which is the **Date to Deliver the Documents**.

Section V - Qualification

18.1. The **Qualifying Documents** shall contain the Presentation Letter, in accordance with the template in **Appendix 1 – Auction Notice Templates** (Template 9).

18.2. Foreign legal entity **Bidders** not operating in Brazil shall present, both when participating individually or in a **Consortium**, documents equivalent to those required by this **Auction Notice**, in accordance with the instructions provided for in Items 10.1, 10.2, 10.3, 10.4, and 10.5.

Subsection I – Legal Qualification

19.1. The **Bidder** shall present the documents listed below either when participating individually or in a **Consortium**, when available:

- 19.1.1. The Bylaws or Articles of Association, accompanied of proof of the administrators in office, duly recorded with the proper Registry of Commerce or Notary Office, provided that it is not necessary for the **Consortium** to be registered with the Registry of Commerce;
- 19.1.2. Certificate issued by the proper Registry of Commerce or Notary Office, with up to date information on the company's record, provided that this certificate is accepted as proof of the administrators, under the terms of item 19.1.1;
- 19.1.3. Present the company's structure, indicating the direct and indirect capital interest, as well as all members' or shareholders' agreements, or the statement of establishment, except for the possibility of requiring occasional access to the members' or shareholders' agreements, which is solely for **CPLA**.
 - 19.1.3.1. To comply with Item 19.1.3, the **Bidder** must consider all company interest, including minority interest, above 5% of capital, either with voting rights or not, including for investment funds.
- 19.2. Proof of the public or private commitment to set up a Specific Purpose Entity, in the form of Appendix 1 – Auction Notice Templates (Template 15).
- 19.3. When the Bidder is a publicly- or closely-held entity of supplementary pension, it shall also present the documents mentioned in Item 19.1:
 - 19.3.1 Proof providing the express and specific authorization as for its establishment and operations, granted by the competent regulating authority; and
 - 19.3.2. Statement that the plans and benefits managed by the company are not under liquidation or under the intervention from the National Superintendence of Supplementary Pension (PREVIC), linked to the Ministry of Finance.
- 19.4. When the **Bidder** is an investment fund, it shall provide, in addition to the documentation mentioned in item 19.1, the following documents:

- 19.4.1. Bylaws with the last amendment filed with the competent authority;
 - 19.4.2. Proof of registration of the investment fund with the Brazilian Securities and Exchange Commission;
 - 19.4.3. Consolidated regulation of the investment fund with all subsequent amendments, if any;
 - 19.4.4. Proof of registration of the regulation of the investment fund with the proper Notary Public Office;
 - 19.4.5. Proof of registration of the administrator and, if any, of the investment fund manager with the Brazilian SEC; and
 - 19.4.6. Proof that the investment fund is duly authorized to participate in the bidding process by means of the minutes of the General Meeting, which authorizes the participation of the investment fund in the bidding process, or equivalent document.
 - 19.4.7. Presentation of the minutes of the general meeting that appointed the administrator of the investment fund, as well as the specific power of attorney of the administrator with the investment fund, for all activities of the **Auction**, thus undertaking, on behalf of the investment fund, all rights and obligations arising from its participation in the bidding process.
 - 19.4.8 Proof of the public or private commitment to set up a Specific Purpose Entity, in the form of Appendix 1 – Auction Notice Templates (Template 15).
- 19.5. For foreign legal entities operating in Brazil, the license and registration to operate issued by the competent authority is also required in accordance with the **Activity** performed.

19.6. Foreign legal entities not operating in Brazil shall provide the documents mentioned in this subsection, in compliance with the laws of their countries of origin, together with the power of attorney proving the legal representation in Brazil and express statement that it is subject to the Brazilian legislation, and that the entity waives the right to any complaint via diplomatic means, as determined in **Appendix 1 – Auction Notice Templates** (Template 12).

19.6.1 In the circumstance described in the previous item, the Bidder shall also provide proof of the public or private commitment to set up a Specific Purpose Entity, in the form of Appendix 1 – Auction Notice Templates (Template 15).

Subsection II – Economic and Financial Qualification

19.7. The **Bidder** shall present the documents listed below either when participating individually or in a **Consortium**, when available:

19.7.1. For legal entities: Proof that they are not involved in any bankruptcy, judicial or out-of-court reorganization procedure in any jurisdiction of the city where the entity's head office is located, dated within a period of ninety (90) days before the **Date to Deliver the Documents**, accompanied of a certificate issued by the notary public offices of the **Bidder's** district. In the event that there is any judicial proceeding in course, the documents describing such proceeding must be gathered, indicating the current status of the proceeding for the period of ninety (90) days before the **Date to Deliver the Documents**.

19.7.2. For general partnerships: Certificate issued by the judicia distributor of the civil courts in general of the jurisdiction where the entity's head office is located, dated within a period of ninety (90) days before the **Date to Deliver the Documents**, accompanied of a certificate issued by the notary public offices of the **Bidder's** district. In the event that there is any judicial proceeding in course, the documents describing such proceeding must be gathered, indicating the

current status of the proceeding for the period of ninety (90) days before the
Date to Deliver the Documents.

19.8. In case the **Bidder** is an investment fund, it shall present, in addition to the documentation mentioned in Item 19.7, proof that it is not involved in any bankruptcy procedure including the administrator of the fund manager, issued by the competent notary public of the jurisdiction where the investment fund's head office is located, ninety (90) days before the **Date to Deliver the Documents.**

19.9. The **Bidder** and, when a **Consortium**, each of its members, proportionally to their interest, shall declare that they have sufficient funds, either of their own or raised from third parties, such as a financing, to comply with the investment obligations necessary for the activities of the **Lease**, under the terms of **Appendix 1 – Auction Notice Templates** (Template 13).

Subsection III – Tax and Labor Compliance

19.10. The **Bidder** shall present the documents listed below either when participating individually or in a **Consortium**, when available:

19.10.1. Proof of enrollment with the National Corporate Taxpayer Register of the Ministry of Finance (CNPJ/MF);

19.10.2. Clearance Certificate in relation with the Unemployment Compensation Fund (FGTS), within proper term;

19.10.3. Proof of tax clearance with the Brazilian IRS, upon presentation of certificate issued by the Brazilian IRS (RFB) and the Counsel for Federal Treasury (PGFN), referring to all federal taxes, and Overdue Federal Tax Liabilities (DAU) administrated by them, including the tax credits related to social contribution

taxes defined in subitems "a", "b", and "c" of the sole paragraph of article 11, Law no. 8,212, of July 24th, 1991, to the contributions established for replacement, and the contribution taxes due to third parties, by law, including those registered as DAU.

19.10.4. Proof of tax clearance before the State and Municipal Finance Departments, referring to property taxes, all related to where the **Bidder's** head office is located, within a hundred and eighty (180) days before the **Date to Deliver the Documents**, providing that the term thereon shall always prevail. In cash the **Bidder** has no State Registration, it shall present a certificate proving that it is not registered.

19.11. Certificate of Tax Debt Clearance, as established by Law no. 12,440, of July 7th, 2011.

Subsection IV – Technical Qualification

19.12. The document referring to the **Bidders'** technical qualification is limited to the presentation, by the **Bidders**, of the Certificate of Technical Visit, or Statement of Full Acknowledgement, provided for in item 5.3, and the commitment of, under the penalties of the law, obtaining, under the circumstances determined by the applicable legislation, prequalification of the Specific Purpose Entity, to be established as the port operators together with the Management of the Organized Port where the **Lease** is located, or hiring a prequalified **Port Operator**, in case the **Bidder** wins the Auction, under the terms of **Appendix 1 – Auction Notice Templates** (Templates 16, 17, and 20).

CHAPTER V – STAGES OF THE AUCTION

Section I – Presentation of the Documents

20.1. The **Bidders** shall present, in accordance with the schedule of item 26.1.1 hereof, a single sealed envelope, containing in three (3) copies each, referring to:

- 20.1.1. The **1st Volume** – preliminary statements, representation documents, and **Proposal Guarantee**; and
- 20.1.2. The **2nd Volume** – Lease Proposal duly signed in accordance with the templates in **Appendix 2 – Template for Presentation of Lease Proposal**.
- 20.2. The winning **Bidder** shall deliver, on the date defined in the scheduled of item 26.1.1, a single envelope containing three (3) copies of the **3rd Volume – Qualifying Documents**.
- 20.3. The three (3) volumes shall be delivered individually, sealed, and with the following cover identification:

AUCTION N^o LEASE OF PUBLIC AREA AND INFRASTRUCTURE LOCATED
WITHIN **ORGANIZED PORT**

LEASE [●]

COMPANY NAME OF THE BIDDER OR CONSORTIUM
ACCREDITED BROKER
NAME, PHONE N^o, AND EMAIL OF THE REPRESENTATIVES
VOLUME 1 – PRELIMINARY STATEMENTS, REPRESENTATION
DOCUMENTS, AND **PROPOSAL GUARANTEE**

AUCTION N^o **LEASE** OF PUBLIC AREA AND INFRASTRUCTURE LOCATED
WITHIN **ORGANIZED PORT**

LEASE [●]

COMPANY NAME OF THE **BIDDER OR CONSORTIUM**
ACCREDITED BROKER
NAME, PHONE N^o, AND EMAIL OF THE REPRESENTATIVES
VOLUME 2 – **LEASE PROPOSAL**

AUCTION Nº **LEASE** OF PUBLIC AREA AND INFRASTRUCTURE LOCATED
WITHIN **ORGANIZED PORT**

LEASE [●]

COMPANY NAME OF THE **BIDDER OR CONSORTIUM**
ACCREDITED BROKER
NAME, PHONE Nº, AND EMAIL OF THE REPRESENTATIVES
VOLUME 3 – **QUALIFYING DOCUMENTS**

20.4. The copies of each of the volumes must contain, in addition of the identification mentioned in item 20.3, the subtitles “1st Copy”, “2nd Copy”, and “3rd Copy”, respectively.

20.4.1. The copies of each of the volumes must be bound separately, and all the pages sequentially numbered, including the separation pages, catalogues, drawings or similar images, if any, regardless of whether there is only one book, from the first to the last page, so that the number of the last page of the last book reflects the number of the pages of each volume, provided that no redress, erasure or exception is allowed, and each volume must contain a closing term indicating the number of pages.

20.5. Each volume, in addition to the physical copies, must be provided electronically, via flash drive, with no access restriction or content protection, with the same content of the three (3) printed copies. They can be in “pdf” form, as long as they have no access restriction or content protection. All the contents may be compiled in a single file or presented in separate files, as long as corresponding to the same volume.

- 20.6. In case of conflicting information between the physical and electronic documents, those provided through physical documents shall prevail.
- 20.7. One of the **Accredited Representatives** must enter his/her initials over the seal of each of the volumes mentioned in items 20.1 and 20.2, indicating the date and time, besides his/her initials, when the envelopes were sealed.
- 20.8. On the **Date for Delivery of the Documents**, the **Bidder** shall present a statement, within Volume 1 and as mentioned in Template 21 of **Appendix 1 – Auction Notice Templates**, where the Bidder must emphasize which prerogatives referring to the tiebreak criteria defined in article 45, paragraph 2, and article 3, paragraph 2, of Law no. 8,666/93 are to be used, and in case the Bidder is considered the winner with the application of these prerogatives, the winning Bidder shall prove that it is duly Qualified upon delivery of the proving documentation, to be delivered in a single copy for **CPLA** analysis within the term to be defined by the **CPLA**.

Section II – Analysis of the Preliminary Statements, Representation Documents, and Proposal Guarantee

- 21.1. The participation of the **Bidder** in the **Public Session of the Auction** shall be conditioned upon delivery of the following documents in compliance with the requirements herein determined:
- 21.1.1. The preliminary statements, mentioned in Section I of Chapter IV hereof;
- 21.1.2. The representation documents, mentioned in Section II, Chapter IV hereof; and
- 21.1.3. The **Proposal Guarantee**, mentioned in Section III, Chapter IV hereof.

21.2. The **CPLA** shall analyze the compliance of the preliminary statements, representation documents, and guarantees provided, with advisory from **B3**.

Section III – Public Session of the Auction

22.1. The bidding process of the **Lease** determined by this **Auction Notice** shall take place in an **Auction Public Session** attended in person, in which the proposals are opened, the **Bidders** ranked, and as the case may be the Auction via loudspeaker takes place, observing the rules established in the **Manual of Procedures**.

22.2. The **Auction's** ranking criterion is the highest **Lease Value** to be paid to the Federal Government for onerous assignment of the **Lease**, given that the amount must be presented in Brazilian Reais (BRL) with up to two (2) decimal places.

22.3. After the proposals are opened, they are classified using the highest **Lease Value** criterion.

22.4. The classified **Bidders** shall be those whose proposals complies with all the requirements set forth by applicable legislation and observe the terms and conditions determined in this **Auction Notice**.

22.5. In case the Lease is provided with only one proposal by a single qualified **Bidder**, this shall be considered the winner of the **Lease**.

22.6. In case two (2) or more proposals are presented for the **Lease**, the Auction must be conducted via loudspeaker.

22.7. The classified **Bidders** whose offer meets at least one of the following conditions are the ones that will participate in the Auction via loudspeaker:

22.7.1. The Bidder among the three 3 (three) highest **Lease** offers; or

- 22.7.2. Those whose offer value is equal to or higher than ninety percent (90%) of the **Granting Value**, offered by the **Bidder** whose proposal corresponds to the highest offer for the **Lease**.
- 22.8. The **Bidders** may only make bids during the loudspeaker phase in case their bids meet the terms of item 22.7.
- 22.9. Each bid must be higher than the bid of the **Bidder** for that Lease, considering that this bid:
- 22.9.1. Must be made within the minimum time between bids, to be determined by the Director of the **Public Session of the Auction**;
 - 22.9.2. Must observe the maximum time between the bids, determined by the Director of the **Public Session of the Auction**;
 - 22.9.3. Must change the **Bidder's** ranking; and
 - 22.9.4. Must not have the same value of the bid made by the other **Bidder**.
- 22.10. The **Director of the Public Session of the Auction** will declare the **Auction** to be over when the time given for making the new bids is up and no **Bidder** makes a new bid according to the conditions defined in item 22.9.
- 22.11. When the **Auction** is over, the winner of the **Lease** shall be the **Bidder** that has made the higher offer of the **Granting Value** to be paid to the Federal Government for the onerous assignment of the **Lease** area.
- 22.12. Immediately after the end of the **Auction**, the **Bidder** declared to be the winner of the **Lease** shall confirm its proposal upon signature of the letter to be issued by the **CPLA**, in accordance with **Appendix 3 – Template of Confirmation of the Lease Proposal**, containing the winning bid.

22.13. In case of tie of Proposals not solved during the loudspeaker phase under the terms of items 22.6 and 22.7 and respective subitems, the tie-brake shall occur upon a new presentation of written proposals, considering the winner the **Bidder** presenting the highest proposal in writing.

22.13.1. The proposals in writing to be newly presented shall observe the provisions of item 22.9, as applicable.

22.13.2. In case the tie-brake is not reached as determined in item 22.13, the legal preference criteria shall apply, in accordance with article 45, paragraph 2, and article 2, paragraph 2, of Law no. 8,666/93, and if the tie-brake is still not effective, then a lottery must be conducted in the same Public Session of the Auction, pursuant to item 22.7, and under the terms of the **Manual of Procedures**.

Section IV – Analysis of Other Documents

23.1. The analysis of the **Qualification Documents** will be carried out in a reserved environment.

23.2. The **Bidder** presenting the **Qualifying Documents** not in compliance with the requirements of this **Auction Notice** shall be disqualified.

23.3. Any failure to deliver the documents or formal mistakes can be solved under the terms of item 8.3 hereof, pursuant to the procedure and deadline defined by the **CPLA**. Formal failure or mistakes are those that (i) do not adversely affect the subject matter of the presented document, and (ii) do not prevent the assessment, with proper assurance, of the information contained in the documents.

23.4. In case the **Bidder** declared winner is later disqualified, the **CPLA** shall summon the other **Bidders**, according to their ranking, to present their qualifying documents (Volume 3) within three (3) business days as of the summoning date, until one is

considered properly qualified. In this circumstance, the qualified **Bidder** shall be considered for execution of the agreement.

23.5. The disqualification of the **Bidder** considered the winner shall incur the application of a fine, equivalent to the amount of the **Proposal Guarantee**, to be fully executed for settlement of the debt.

23.6. The **Bidder** shall immediately inform **ANTAQ** of any supervenient fact or circumstance change or adversely affecting the **Bidder's** qualifying conditions.

Section V – Administrative Appeals

24.1. After the end of the qualifying phase, there will be a single appealing phase, in which the **Bidders** participating in the **Auction** may appeal of the decisions made by the **CPLA** for which they have expressly demonstrated their intention to make an objection.

24.1.1. In case of any decision made in a public session, the **Bidders** shall present their intention to appeal immediately after the end of the session.

24.1.2. In case a decision is not pronounced in a public session, the intent to appeal shall be made within one (1) business data as of the disclosure of said decision in the Federal Official Gazette.

24.2. The appeals must be filed at **ANTAQ's** head office or electronically filed at **ANTAQ's** website within five (5) business days as of the disclosure of the final decision considering the winning **Bidder** qualified and forwarded to **ANTAQ's** Management through the **CPLA**.

24.2.1. The appeals shall be filed until deadline at 6 p.m.

24.2.2. Contestations shall be presented within five (5) business days as of the end of the deadline for appealing, until the end of the respective term at 6 p.m.

24.2.3. The **CPLA** may, either by ex-officio or upon appeal, reconsider its decision within five (5) business days as of the term for presentation of the contestations, or within this period, forward a duly supported appeal to **ANTAQ's** Management.

24.2.4. **ANTAQ's** Management may hand down its decision within five (5) business days as of the date it is received.

24.3. Appeals shall only be accepted when subscribed by the legal representatives, **Accredited Representatives**, or attorneys with specific powers, and bearing the proper documents that provide evidence of such powers, to be identified as follows:

<p>APPEAL</p> <p>AUCTION Nº - LEASE OF PUBLIC AREA AND INFRASTRUCTURE LOCATED</p> <p>WITHIN ORGANIZED PORT</p> <p>Att. Mr. Chairman of the CPLA</p>
--

24.4. The result of the judgment of appeals shall be published in the Federal Official Gazette, as well as at **ANTAQ's** website: www.antaq.gov.br.

Section VI – Approval of the Auction and Recording

25.1. Upon confirmation that the winning **Bidder** complies with the qualifying and ranking conditions, **ANTAQ** shall forward the whole bidding process to the **Granting Authority**, for approval and recording.

Section VII – Schedule of Events

26.1. The phases of the Auction shall observe the order of the events and schedule indicated in the following table.

26.1.1. Any changes in dates shall be disclosed at **ANTAQ's** website:

www.antaq.gov.br.

Events	Description of Events	Date
1	Disclosure of the Auction Notice	04/12/2019
2	Deadline for request of clarifications on the Auction Notice	From 06/17/2019 to 07/08/2019
3	Disclosure of the minutes with clarifications on the Auction Notice	07/17/2019
4	Deadline for filing objections to the Auction Notice	07/24/2019
5	Disclosure of the decision on any objection filed against the Auction Notice	08/01/2019
6	Receipt, by CPLA and B3 , of all copies of the Volumes referring to: (i) Preliminary Statements, Representation Documents, and Guarantee Proposal (Volume 1); and (ii) Lease Proposal (Volume 2)	08/02/2019 from 10 a.m. to 1 p.m. to B3 , at Rua XV de Novembro, nº 275, Downtown, city and State of São Paulo.
7	Disclosure of CPLA 's decision on any document not accepted in Volume 1 – Preliminary Statements, Representation Documents, and Proposal Guarantee – referring to each of the Lease in Auction.	08/08/2019
8	Public Session of the Auction , to be held at B3 's Opening and ranking of bids for Lease – 2 nd Volume, as well as session via loudspeaker, if applicable	08/09/2019 at 10 a.m. at B3 , at Rua XV de Novembro, nº 275, Downtown, city and State of São Paulo
9	Disclosure at ANTAQ 's website, of the ranking of proposals for the Lease .	08/09/2019
10	Receipt and Opening by the CPLA and B3 of the Qualifying Documents of the Winning Bidder corresponding to the respective Lease (Volume 3).	08/20/2019 from 10 a.m. to 1 p.m. at B3 S.A. - BRASIL, BOLSA, BALCÃO
11	Disclosure of the minutes referring to analysis of the Winning Bidder's Qualifying Documents	09/03/2019

12	Beginning of the term to file appeals	09/04/2019
13	Approval and recording of the result by the Granting Authority	At discretion of the Granting Authority
14	Deadline for presentation, by the winning Bidder , of proof of compliance with the obligations determined in Section I, Chapter VI hereof.	Within 45 days as of disclosure of approval and recording at, discretion of the Granting Authority (item 27.1)
15	Summoning of the Winning Bidder to sign the Lease Agreement	At discretion of the Granting Authority

26.2. The **Granting Authority** may, at any time, postpone any phase of the Auction, under the terms of the applicable legislation, provided that the **Bidders**, in such case, shall not be entitled to indemnification or reimbursement of any costs and expenses of any nature.

CHAPTER VI – LEASE AGREEMENT

Section I – Prior Obligations to the Execution of the Agreement

27.1. The obligations in this subsection, more precisely those provided in Item 27.2, shall be complied with by the **Winning Bidder** of each **Lease** within forty-five (45) days as of the disclosure of the approval and registration, provided that these may be postponed, with reason, at discretion of the **Granting Authority**.

27.2. The **Winning Bidder** shall provide the **Granting Authority** with the following documents:

- 27.2.1. Proof of payment of compensation to **B3**, amounting to two hundred and forty-seven thousand, eight hundred and fifty-four Brazilian Reais (BRL) and ninety-three cents (R\$ 247,854.93), the payment of which shall be made within the term determined in the **Manual of Procedures**;
- 27.2.2. Proof of payment to the Federal Government of amount corresponding to twenty-five percent (25%) of the **Lease Value** proposed by the **Winning Bidder**, provided that the remaining amount of the **Lease Value** shall be paid in five annual installments, under the conditions determined in the **Draft of the Lease Agreement**.
- 27.2.3. Proof of payment to company responsible for conducting the analyses resulting in this **Auction Notice**, as authorized by article 21 of Law No. 8,987/95, SEP/PR Rule No. 38/2013, in accordance with the guidance to be issued by **ANTAQ**, amounting to three hundred sixty-six thousand, four hundred eighteen Brazilian Reais (BRL) and forty-two cents (R\$ 366,418.42), herein one hundred sixty-nine thousand, nine hundred thirty-two Brazilian Reais (BRL) and forty-seven cents (R\$ 169,932.47) to be paid to Estruturadora Brasileira de Projetos – EBP and one hundred ninety-six thousand, four hundred eighty-five Brazilian Reais (BRL) and ninety-five cents (R\$ 196,485.95) to be paid to Empresa de Planejamento e Logística S.A. (EPL).
- 27.2.4. Minutes of General Meeting when **Lessee** is established as a Special Purpose Entity (SPE) and openly-held entity, and the respective bylaws, with the corresponding certificate from the Registry of Commerce and enrollment with the National Corporate Taxpayer Register (CNPJ), containing:
- 27.2.4.1. The entity's shareholding structure, with description of the nature of shares and interest of the shareholders per type of share;
- 27.2.4.2. The respective managing bodies;
- 27.2.4.3. Statement that the sole purpose shall be exploiting the **Lease**;

27.2.5. Initial capital duly subscribed under the terms of the Draft of the Lease Agreement, as well as proof of payment of all this minimum initial capital in Brazilian currency (BRL);

27.2.6. Guarantee of execution of the **Agreement** under the terms of the **Draft of the Lease Agreement**;

27.2.6.1. Guarantee of execution of the **Agreement** to be presented by the **Winning Bidder** shall have its value indicated in **Clause 16 of the Draft of the Lease Agreement**, adjusted at IPCA rate, upon application of the following formula:

$$P_t = P_{april/18} * \left(\frac{IPCA_t}{IPCA_{april/18}} \right)$$

where:

P_t corresponds to the guarantee value for execution of the **Agreement**, duly adjusted;

$P_{april/18}$ corresponds to the monetary value of the guarantee for execution of the **Agreement**, indicating the **Draft of the Lease Agreement**, referring to April 2018;

$IPCA_t$ corresponds to the IPCA rate referred at the adjustment date;

$IPCA_{april/18}$ corresponds to the IPCA rate referring to April 2018;

$\frac{IPCA_t}{IPCA_{april/18}}$ corresponds to one (1) plus the IPCA accumulated variation for period

from April 2018 until the adjustment date;

t corresponds to the period of the adjustment date;

27.2.7. For the circumstances not covered by legislation, provide evidence that it has prequalified as port operator with the **Organized Port's** Administration where the **Lease** is located or that it has engaged a prequalified **Port Operator** by the Port's Administration for the term defined in Item 27.1 hereof;

27.2.8. The Basic Implementation Project (PBI) of the investments required in the **Draft of the Lease Agreement**.

27.2.9. Proper certificate as evidence of good standing, and certificate of good standing of the legal entities, directly or indirectly, **Controlling Entities, Subsidiaries, Affiliates** or common controlling entity with the **Winning Bidder** before the Companhia Docas do Estado de São Paulo – CODESP, and with **ANTAQ**.

Section II – Execution of the Lease Agreement

28.1. The **Lease** shall correspond to an **Agreement**, in accordance with the **Draft of the Lease Agreement**.

28.2. Upon compliance of the previous requirements, **Lessee** shall be called for execution, with the **Granting Power**, of the **Agreement** referring to the respective **Lease**.

28.3. In case the **Winning Bidder** refuses to execute the **Agreement**, in five (5) business days as of the respective summoning, with no justification accepted by the **Granting Power**, observing the provisions of item 30.4, the following shall apply:

28.3.1. Fine corresponding to the full value of the **Proposal Guarantee** for reimbursement of losses incurred and the immediate execution of the Proposal Guarantee by **ANTAQ** or by the **Granting Power**;

- 28.3.2. The Winning **Bidder** either individually or in a Consortium and all their member shall not be allowed to participate in new bidding processes, and engage with the **Granting Authority** for twenty-four (24) months;
- 28.3.3. At the discretion of the **Granting Authority**, the remaining **Bidders** may be called, as ranked, to execute the Agreement within the terms and under the conditions offered by the Winning **Bidder**;
- 28.3.4. Under the circumstance that none of the **Bidders** accept the agreement under the terms of subitem 28.3.3, the public authority may call the remaining **Bidders**, as ranked, for execution of the Agreement under the conditions offered by these bidders, as long as the amount is equal to or higher than the minimum amount fixed hereof.
- 28.4. In case it is not possible to comply with the necessary requirements to execute the **Agreement**, by circumstances under the responsibility of the **Granting Authority**, no penalty shall apply to the **Winning Bidder**.

Section III – General Provisions of the Lease Agreement

- 29.1. The **Winning Bidder's** financial year and the financial year of the **Agreement** shall coincide with the calendar year.
- 29.2. The reversible assets related to the **Lease** are all those indicated in the **Draft of the Lease Agreement**.
- 29.3. The **Agreement** shall subject to Ordinary Review every five (5) years under the terms of Sub Clause 3.6 of the Draft of the Lease Agreement, observing the procedures and terms to be defined by **ANTAQ's** regulation.
- 29.4. The **Agreement** shall be governed by the Brazilian law, and no foreign or international law shall apply, even by interpretation.

CHAPTER VII - PENALTIES

30.1. Without adversely impacting the guarantees, failure to comply with any condition herein defined shall enable the Granting Authority to apply the following penalties to the **Bidders** and the **Winning Bidder**:

30.1.1. Warning;

30.1.2. Fine; and

30.1.3. Temporary suspension of the right to engage with and/or participate in biddings, as well as the impossibility to engage with **Granting Authority** for a term not longer than two (2) years.

30.2. Without adversely affecting the penalties defined in Item 30.1, **Lessee** is subject to the statement of good standing, issued by competent authority, to participate in bidding processes or engage with the Public Administration while the circumstances leading to application of penalties remain, or until **Lessee** is requalified before the **Granting Authority**.

30.3. The procedure to apply sanctions shall observe the provisions of Law no. 9,784/99, and article 109 of Law no. 8,666/93.

30.4. The sum of fines or individual fine for defaults occurred over the bidding process shall not exceed the equivalent value required for the **Proposal Guarantee**.

30.5. Failure to comply with any condition precedent and necessary to the **Lease**, specially the provision of guarantees within the defined terms, shall be construed as a refusal of the **Bidder** or **Winning Bidder** to engage in the **Lease**, thus being subject to the penalties defined in this chapter, with no adverse impact to the penalties set forth by law, always by means of administrative proceeding specially filed for this purposes, ensuring the broad defense.

CHAPTER VIII – FINAL PROVISIONS

- 31.1. In case **ANTAQ** and/or the **Granting Authority** are made aware, at any time, that any document presented by any Bidder is false or invalid, this shall be disqualified, and this **Bidder** shall not be entitled to indemnification or reimbursement of expenses of any nature, with no adverse impact to the indemnification payable to the **Granting Authority**, as the case may be.
- 31.2. Without prejudice to the provisions of Item 31.1 above, the **Auction** may only be revoked, by the **Granting Authority**, for reasons of public interest arising from a supervening fact duly proven, relevant and sufficient to justify such revocation.
- 31.3. The **Granting Authority**, either via ex officio or by reasons caused by third parties, shall cancel the Auction if any illegal activity that cannot be remedied is found.
- 31.4. The cancellation of the **Auction** nullifies the **Agreement**, not entailing any obligation for indemnification by the **Granting Power**, except in the circumstance determined in article 59, sole paragraph of Law no. 8,666/93.
- 31.5. The competent court to settle any disputes related to this bidding shall be the one of Judicial Section of the Federal District.

Brasília/Federal District of Brazil, April 12th, 2019.

Bruno de Oliveira Pinheiro

CHAIRMAN OF ANTAQ’S PERMANENT PORT LEASE COMMISSION (CPLA)

Appendix 1 – Auction Notice Templates

1. The templates in this Appendix are part of the following volumes of documents, where applicable:

TEMPLATE	VOLUME
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Template 1 – Template of Request of Clarifications on the Auction	The clarifications shall be presented electronically at ANTAQ 's website or by mail registered at ANTAQ 's head office, pursuant to item 4.2 hereof.
Template 2 – Power of Attorney Template	Volume 1
Template 3 – Power of Attorney Template (Bidders in a Consortium)	Volume 1
Template 4 – Power of Attorney Template (Foreign Bidders)	Volume 1
Template 5 – Proposal Guarantee Presentation Letter Template	Volume 1
Template 6 – Insurance Minimum Terms and Conditions	Volume 1
Template 7 – Bank Guarantee Template	Volume 1
Template 8 – Statement of Independent Preparation of the Proposal	Volume 1
Template 9 – Qualifying Documents Presentation Letter Template	Volume 3
Template 10 – Statement of Acknowledgement of the Auction Notice Terms	Volume 1
Template 11 – Letter Stating that the Entity is not undergoing any Bankruptcy, Corporate Reorganization, In or Out-of-Court Restructuring, or Insolvency Proceeding	Volume 1
Template 12 – Formal Statement of Express Submission to the Brazilian Law and Waiver of Diplomatic Complaints	Volume 3
Template 13 – Statement of Financial Good Standing	Volume 3



Template 14 – Statement of Compliance with Article 7, XXXIII, of the Brazilian Federal Constitution	Volume 1
Template 15 – Instructions for Formalization of the Commitment to Establishment a Special Purpose Entity	Volume 3
Template 16 – Certificate of Technical Visit	Volume 3
Template 17 - Statement of Full Acknowledgment	Volume 3
Template 18 – Statement of Equivalence	Volume 3
Template 19 – Statement of Inexistence of Equivalent Documents	Volume 3
Template 20 – Pre-Qualifying Commitment as Port Operator or Engagement of Pre-Qualified Port Operator	Volume 3
Template 21 – Formal Statement of compliance with the tie-break criteria defined in article 45, paragraph 2, and article 3, paragraph 2, of Law no. 8,666/93.	Volume 1
Appendix 2 – Template of Presentation of Proposal for the Lease	Volume 2

Template 1

Template of Request for Clarifications on the Auction

[Location], [•] [•],20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** for Auction Nº 01/2019 – Request for Clarifications

Dear Sirs,

[**Bidder**], by means of its legal representative(s), hereby presents the following request for clarifications referring to the **Auction Notice**.

Area	Document		Auction Notice Item	Requested Clarification
Indicate the responsible area	Indicate which document (Auction Notice or		Enter the Auction Notice	Clearly make the request for clarification in form of a question
	Agreement) when it refers to the requested clarification		item to which the requested clarification refers	
Indicate the responsible area	Indicate which document (Auction Notice or Agreement) when it refers to the requested clarification		Enter the Auction Notice item to which the requested clarification refers	Clearly make the request for clarification in form of a question

[**Bidder**]
[representative]

Responsible for
contact: [•]

Phone Nº: [•]

E-mail: [•]

Template 2

Power of Attorney Template

By this power of attorney, [**Bidder**], [qualification], hereinafter "Grantor", appoints as its attorneys-in-fact Mr. [•], [qualification], in order to jointly or individually, irrespective of the order that they are appointed, conduct the following activities within the Brazilian Republic of Brazil, both in and out-of-court:

- (a) represent the Grantor before any governmental entities, agencies or departments, openly- or closely-held companies, and any government agencies, including Brazil's National Agency for Waterway Transportation (**ANTAQ**) and the Ministry of Infrastructure, to enter into and maintain agreements with entities, departments or agencies, to receive service, calls and summons of any nature, to request and/or promote consultations, to request certificates and other documents and to perform the necessary acts during the bidding event described in Auction Nº 01/2019, including to file appeals and to waive the right to file appeals;
- (b) undertake commitments and/or obligations on behalf of the Grantor and in any way contract, enter into agreements, waive rights, give and receive release on behalf of the Grantor;
- (c) represent the Grantor in defense of its interests in court, at any instance and before any court, including by hiring lawyers, with special powers to confess, compromise, withdraw, make agreements, give and receive release;
- (d) receive service for legal proceedings; and
- (e) at its discretion, to substitute, in whole or in part, with the reservation of powers, any of the powers granted herein, under such conditions as it may deem appropriate.

This power of attorney shall be in effect during the bidding process.

[Location], [•] [•], 20[--]

[**Bidder**]

[Legal representative]

Template 3

Power of Attorney Template (Bidders in a Consortium)

By this power of attorney, [Consortium member], [qualification], hereinafter "Grantor", irrevocably and irreversibly appoints as its attorney-in-fact, company [qualification], leader of **Consortium** [name of the **Consortium**], [qualification], to perform the following activities or grant the following powers to **Accredited Representatives**, upon specific power of attorney:

- (a) represent the Grantor before any governmental entities, agencies or departments, openly- or closely-held companies, and any government agencies, including Brazil's National Agency for Waterway Transportation (**ANTAQ**) and the Ministry of Infrastructure, to enter into and maintain agreements with entities, departments or agencies, to receive service, calls and summons of any nature, to request and/or promote consultations, to request certificates and other documents and to perform the necessary acts during the bidding event described in Auction Nº 01/2019, including to file appeals and to waive the right to file appeals;
- (b) undertake commitments and/or obligations on behalf of the Grantor and in any way contract, enter into agreements, waive rights, give and receive release on behalf of the Grantor;
- (c) represent the Grantor in defense of its interests in court, at any instance and before any court, including by hiring lawyers, with special powers to confess, compromise, withdraw, make agreements, give and receive release;
- (d) receive service for legal proceedings; and
- (e) at its discretion, to substitute, in whole or in part, with the reservation of powers, any of the powers granted herein, under such conditions as it may deem appropriate.

This power of attorney shall be in effect during the bidding process.

[Location], [•] [•],20[--]

[Bidder] [Legal representative]

Template 4

Power of Attorney Template (Foreign Bidders)

By this power of attorney, [**Bidder**], [qualification], hereinafter "Grantor", appoints as its attorneys-in-fact Mr. [•], [qualification], in order to jointly or individually, irrespective of the

order that they are appointed, conduct the following activities within the Brazilian Republic of Brazil, both in and out-of-court:

- (a) represent the Grantor before any governmental entities, agencies or departments, openly- or closely-held companies, and any government agencies, including Brazil's National Agency for Waterway Transportation (**ANTAQ**) and the Ministry of Infrastructure, to enter into and maintain agreements with entities, departments or agencies, to receive service, calls and summons of any nature, to request and/or promote consultations, to request certificates and other documents and to perform the necessary acts during the bidding event described in Auction Nº 01/2019, including to file appeals and to waive the right to file appeals;
- (b) undertake commitments and/or obligations on behalf of the Grantor and in any way contract, enter into agreements, waive rights, give and receive release on behalf of the Grantor;
- (c) represent the Grantor in defense of its interests in court, at any instance and before any court, including by hiring lawyers, with special powers to confess, compromise, withdraw, make agreements, give and receive release;
- (d) receive service for legal proceedings, and to be called for administrative proceedings; and
- (e) at its discretion, to substitute, in whole or in part, with the reservation of powers, any of the powers granted herein, under such conditions as it may deem appropriate.
- (f) This power of attorney shall be in effect during the bidding process.

[Location], [•] [•], 20[--]

[Bidder]

[Legal representative]

Template 5

Template of Proposal Guarantee Presentation Letter

[Location], [•] [•], 20[--]

Ref.: Auction N° [--]/20[--]- Presentation of **Proposal Guarantee**

Dear Sirs,

The [**Bidder**], by means of its legal representative(s), under the terms of the **Auction Notice** hereby clarifies the types and amounts of the presented Proposal Guarantee(s), amounting to [enter the applicable amount]:

Deposited Guarantee(s)

Nº	Type	Amount
1		
2		
N		

Yours truly,

[Location], [•] [•], 20[--]

[**Bidder**] [**Accredited Representative**]

Insurance Minimum Terms and Conditions

For a Consortium, the guarantee shall be provided by a duly registered member and detail the structure of the Consortium.

For an investment fund, the guarantee shall be provided by its administrators.

1. Policyholder

1.1. **Bidder**

2. Insured entity

2.1. **ANTAQ**

3. Purpose of the Insurance

3.1. To guarantee the indemnification of R\$(Amount in Brazilian Reais), in the event that the **Bidder** is subject to the circumstances of execution of the **Proposal Guarantee** defined by the **Auction Notice**.

4. Instrument

4.1. Insurance Policy issued by duly established insurance company, authorized to operate by the Superintendence of Private Insurance (SUSEP), observing the terms and conditions defined by SUSEP.

5. Guarantees amount

5.1. The Insurance Policy shall provide for the indemnification amount of R\$(Amount in Brazilian Reais (BRL)) [where applicable].

6. Term

6.1. The Insurance Policy shall be effective for at least one (1) year as of the **Date to Deliver the Documents**, provided that it can be renewed under the circumstances defined in the **Auction Notice**. It means, it shall be valid from XX.XX.XXXX to XX.XX.XXXX, including the start and end dates of validity.

7. Additional Provisions

7.1. The Insurance Policy shall contain the following additional provisions: (i) statement by the Insurer that it acknowledges and accepts the terms and conditions of the **Auction Notice**; (ii) statement by the Insurer that it will pay the amounts set forth herein within a maximum period of thirty (30) days, as of date to delivery all the documents defined by the Insurer as necessary for the characterization and regulation of the claim; and (iii) upon confirmation of nonfulfillment by the Bidder of the obligations covered by the Insurance Policy, the Insured Entity shall be entitled to

demand from the Insurer the due indemnification, when the notification made to the Policyholder proves unsatisfactory.

The terms that have not been expressly defined in this **Policy** shall have the meanings attributed to them in the **Auction Notice**.

The terms that have not been altered by these Special and Particular Conditions are hereby ratified.

Template 7

Bank Guarantee Template

In the event of a Consortium, the guarantee shall be provided by a duly registered member and detail the structure of the Consortium.

For an investment fund, the guarantee shall be provided by its administrators.

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: Letter of Bank Guarantee Nº, [•] ("Letter of Bank Guarantee") R\$ _____
(_____ Reais) [according to applicable amount, under the terms of the **Auction Notice**]

1. By means of this Letter of Guarantee, the Bank [•], with registered office at [•], enrolled with the CNPJ/MF under no. ["Guarantor"], directly and by any successors thereto, undertakes the responsibility before ANTAQ as a joint guarantor of [•], headquartered at [•], enrolled with CNPJ/MF under no. [•] ("Secured Party"), with express waiver of the rights provided in articles 827, 835, 837, 838 and 839 of Law no. 10,406 of January 10th, 2002 (Brazilian Civil Code), for the faithful performance of all the obligations assumed by the Assurance in the bidding process described in ANTAQ Auction Notice [-] / 2019, provisions and conditions the Guarantor expressly declares to acknowledge and accept.

[In case of CONSORTIUM: The PROPONENT is a member of the CONSORTIUM [denomination of the consortium], composed of the following members: [inform Social Reason, CNPJ, and participation in the consortium of each consortium.]

2. The Guarantor is required to pay to **ANTAQ** the total amount of up to R\$ _____ (_____ Reais) [according to the applicable amount, provided for in the **Auction Notice**] ("Surety") in the event that the Bidder incurs in the circumstances for execution of the **Proposal Guarantee**, as defined in the **Auction Notice**.

3. The Bank is also obligated, within the scope of the aforementioned amount, for the damages caused by the Surety, including, but not limited to, fines applied by ANTAQ related to

the bidding process, committing to make the payments from these losses when required within forty-eight (48) hours, as of the receipt by the guarantor of the written notification sent by ANTAQ.

4. The guarantor bank shall not claim any objection or opposition from the guarantor or invoked by the guarantor in order to provide any excuse from complying with the obligation undertaken before **ANTAQ**, except when there is a formal statement by **ANTAQ** that discharges the respective payment, or in case there is a judicial decision that prevent or suspend this payment.

5. In the event that **ANTAQ** enters into court to demand compliance with the obligation referred to in this Letter of Guarantee, the guarantor is obligated to pay up to fifty (50%) percent of the amount secured as arbitration, judicial expenses and fines.

6. The Guarantee shall be valid for a period of one (1) year, as of the **Date to Delivery the Volumes**, according to the conditions mentioned in the **Auction Notice**. It means, it shall be valid from XX.XX.XXXX to XX.XX.XXXX, including the start and end dates of validity.

7. The Guarantor hereby states that:

7.1 This Letter of Guarantee is properly accounted for, fully observing the regulations of the Brazilian Central Bank currently in force, in addition to complying with the provisions of the applicable Banking Law;

7.2 The signing parties of instrument are authorized to provide the guarantee on their behalf name and under their responsibility; and

7.3 Their capital is R\$ [•] ([•]), being authorized by the Brazilian Central Bank of Brazil to issue Letters of Guarantee, and that the amount of this Letter of Guarantee, in the amount of R\$ (Amount in Reais), is within the limits authorized by the Brazilian Central Bank.

8. The terms that have not been expressly defined in this Letter of Guarantee shall have the meanings attributed to them in the **Auction Notice**.

[notarized signatures of the legal representatives]

Witness

Witness

Template 8

Statement of Independent Preparation of the Proposal

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction Nº 01/2019 Proposal for the **Lease**

The [**Bidder**], by means of its legal representative, hereby states for the purposes of the Auction Notice, under the penalties of the law, especially article 299 of the Brazilian Penal Code, that:

- a) It has prepared the Proposal for the **Lease** in an independent manner, and that its contents were not, in whole or in part, directly or indirectly, informed, discussed with or received from any other potential or current participant in this bidding process, by any means or by any person;
- b) the intention to present this Proposal for the **Lease** has not been informed to, discussed with or received from any other potential or current participant in this bidding process, by any means or by any person;
- c) it has not attempted, by any means or by any person, to influence the decision of any other potential or current participant of this bidding process as to whether or not to participate in it;
- d) the contents of Proposals for the **Lease** shall not be, in whole or in part, directly or indirectly communicated to or discussed with any other potential or actual participant of this bidding process before the adjudication of its object;
- e) the contents of the Proposals for the **Lease** were not, in whole or in part, directly or indirectly, informed, discussed with or received from any member of the Granting Authority before the official opening of the proposals; and
- f) it fully acknowledges the content and extent of this statement and that has full powers and was provided with sufficient information to sign it.

Yours sincerely,

[**Bidder**]

[**Accredited Representative**]

Template 9

Qualifying Documents Presentation Letter Template

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction N° 01/2019 – Presentation of the **Qualifying Documents**

Dear Sirs,

1. **[Bidder]** ("**Bidder**"), by its legal representative(s), attaches its **Qualifying Documents** to this document, pursuant to the terms of the **Auction Notice**, organized in accordance with the order therein established, and reflected in the table of contents.
2. The **Bidder** expressly declares that it fully acknowledges the terms of the aforementioned Auction Notice and that it fully accepts these terms, especially, with regards to the powers granted to **ANTAQ's Permanent Port Lease Commission** to conduct special procedures in order to check the authenticity of the documents presented and request the necessary clarifications on the information therein.
3. The **Bidder** expressly declares that has complied with all requirements and criteria for qualification and presented the **Qualifying Documents** as defined in the **Auction Notice**.
4. The Bidder also declares that the presented **Qualifying Documents** are complete, true and accurate in every detail.

[Bidder]

[Accredited Representative]

Template 10

**Statement of Acknowledgement of the Auction Notice Terms and Qualification
to Participate in the Auction**

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction N° 01/2019.

Dear Sirs,

In compliance with the **Auction Notice**, the **[Bidder]**, by means of its undersigned legal representative(s), hereby declares under the penalties of the applicable legislation, that it acknowledges the terms of this **Auction Notice** and is duly qualified to engage in contracts with the government.

[Bidder]

[Accredited Representative]

Template 11

Letter Stating that the Entity is not undergoing any Bankruptcy, Corporate Reorganization, In or Out-of-Court Restructuring, or Insolvency Proceeding

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction N° 01/2019 – Statement that the Entity is not undergoing any Bankruptcy, Corporate Reorganization, In or Out-of-Court Restructuring, or Insolvency Proceeding

Dear Sirs,

In compliance with the aforementioned **Auction Notice**, the **[Bidder]**, by means of its undersigned legal representative(s), under the penalties of the applicable law upon the Bidder, its successors and assignors, hereby declares that is not undergoing any bankruptcy, corporate reorganization, in or out-of-court restructuring, or insolvency proceeding, or under temporary special management or intervention of the competent inspecting authority.

Yours sincerely,

[Bidder]

[Accredited Representative]

Template 12

**Formal Statement of Express Submission to the Brazilian Law and Waiver of Diplomatic
Complaints**

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction Nº 01/2019 - Formal Statement of Express Submission to the
Brazilian Law and Waiver of Diplomatic Complaints

Dear Sirs,

In compliance with the aforementioned **Auction Notice**, the [Bidder], by means of its
undersigned legal representative(s), hereby declares, for all due purposes, its formal and express
submission to the Brazilian legislation and waiver of filing any diplomatic complaints of fact or
law.

[Bidder]

[Accredited Representative]

Template 13

Statement of Financial Good Standing

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction Nº 01/2019 – Statement of Financial Good Standing Dear

Sirs,

In compliance with the provisions of the **Auction Notice**, the [Bidder], by means of its undersigned **Accredited Representative(s)**, hereby declares, under the penalties of the applicable legislation, that it has or is capable of obtaining the sufficient financial funds to comply with the investment obligations, using own or third-party funds, to perform the activities of the **Lease**. The **Bidder** further declares that (i) it is capable of hire all necessary insurance to perform the activities of the **Lease**, and (ii) it has or is capable of obtaining the funds for minimum payment of the capital of the SPE and provide Guarantee of Execution of the **Agreement** within forty-five (45) days after disclosure of the approval of the bidding process.

[Bidder]

[Accredited Representative]

Template 14

Statement of Compliance with Article 7, XXXIII, of the Brazilian Federal Constitution

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction Nº 01/2019 – Statement of Compliance with Article 7, XXXIII, of the Brazilian Federal Constitution

Dear Sirs,

In compliance with the aforementioned **Auction Notice**, the **[Bidder]**, by means of its undersigned **Accredited Representative(s)**, under the penalties of the applicable law upon the Bidder, its successors and assignors, hereby declares that, for the purposes of item V, article 27 of Law no. 8,666, of June 21th, 1993, plus Law no. 9,854, of October 27th, 1999, that it does not employ minors under eighteen years of age for the night shift, or for any hazardous activities, and also does not employ minors under sixteen years of age, except as apprentices.

[Bidder]

[Accredited Representative]

Template 15

**Instructions for Formalization of the Commitment Term for Establishment
of a Special Purpose Entity**

The commitment term for establishment of a special purpose entity shall contain at least the following information:

- i. denomination of consortium;
- ii. details of the consortium members;
- iii. structure of the SPE, indicating the percentage of interest held by each member;
- iv. the SPE's management bodies;
- v. appointment of the Leading Company of the Consortium as the responsible for the activities performed by the Consortium before ANTAQ; and
- vi. express declaration from all consortium members of acceptance of the joint responsibility under the terms of article 33, V, of Law no. 8,666/93, in relation to the purpose of the Lease, covering all obligations undertaken in the Auction as of the Date to Deliver the Volumes until the date provided in the Auction Notice as deadline for return of the Proposal Guarantee to the Bidder.

Template 16

Certificate of Technical Visit

SCOPE: [pursuant to the **Lease**]

REFERENCE: Auction N° 01/2019

We hereby certify that the representative of the company named below visited the location of the **Lease** [specify] on this date in order to check the conditions of the existing public area, infrastructure, and facilities.

Company:

Representative's name:

Position:

ID:

[Location], [•] [•], 20[--]

Port Administration

Bidder
Representative

Representative

Template 17

Statement of Full Acknowledgment

SCOPE: [pursuant to the **Lease**]

REFERENCE: Auction N° 01/2019.

We hereby declare that we fully acknowledge the public area, infrastructure, and facilities where the **Lease Activities** will be performed, as well as the conditions that may impact them, the accesses to the area, materials, and equipment to be used, and other necessary information to achieve the purpose of the **Lease**.

Company:

Representative's name:

Position:

ID:

[Location], [•] [•], 20[--]

Bidder

Representative

Template 18

Statement of Equivalence

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction N° 01/2019.

Dear Sirs,

In compliance with the aforementioned **Auction Notice**, the **[Bidder]**, by means of its undersigned representatives, hereby declares, under the penalties of the applicable legislation, that the documents indicated below from the country of origin of company [name], [qualification] are equivalent to the documents required by the **Auction Notice** of Auction N° 01/2019:

Description of the document from the country of origin	Documents required by the Auction Notice	Auction Notice item in which the document is required

[Bidder]

[Accredited Representative]

Template 19

Statement of Inexistence of Equivalent Documents

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction Nº 01/2019.

Dear Sirs,

In compliance with the aforementioned **Auction Notice**, the **[Bidder]**, by means of its undersigned representative(s), hereby declares, under the penalties of the applicable legislation, that the documents below indicated, required by the **Auction Notice** of Auction Nº 01/2019, have no equivalents in the country of origin of company [name], [qualification].

Document required by the Auction Notice that has no equivalent in the country of origin.	Auction Notice item in which the document is required

[Bidder]

[Accredited Representative]

Template 20

Pre-Qualifying Commitment as Port Operator or Engagement of Pre-Qualified Port Operator

[Location], [•] [•], 20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction Nº 01/2019.

Dear Sirs,

In compliance with the aforementioned **Auction Notice**, the [Bidder], by means of its undersigned **Accredited Representative(s)**, undertakes to, under the penalties of the law, obtain prequalification of the Special Purpose Entity to be established as **Port Operator**, or to engage a prequalified **Port Operator** in case it wins the bidding process.

[Bidder]

[Accredited Representative]

[signatures]

Template 21

Formal Statement of compliance with the tie-break criteria defined in article 45, paragraph 2nd, and article 3, paragraph 2nd, of Law no. 8,666/93.

[Location], [•] [•], 2019

Attn.: CPLA

Ref.: Auction Notice Auction Nº 01/2019 – Formal Statement of compliance with the tie-break criteria defined in article 45, paragraph 2nd, and article 3, paragraph 2nd, of Law no. 8,666/93

Dear Sirs,

In compliance with the aforementioned Auction Notice, the [Bidder], by means of its undersigned representative(s), hereby declares, for the due purposes, that complies with the following items of article 45, paragraph 2nd, and article 3, paragraph 2nd, of Law no. 8,666/93:

Complies	Item	Criterion
<input type="checkbox"/>	III	Services provided by Brazilian companies.
<input type="checkbox"/>	IV	Services provided by companies investing in technology R&D in Brazil.
<input type="checkbox"/>	V	Services provided by companies with evidence of employment vacancies for disabled people or rehabilitated from the Social Security, complying with the accessibility rules set forth by legislation.

[Bidder]

[Accredited Representative]

Appendix 2 – Template of Presentation of the Proposal for the Lease

[Location], [--] [--],20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction Nº 01/2019 – Proposal for the **Lease**

Dear Sirs,

1. In compliance with the notice as of [date], we presented our Proposal for the **Lease** in the Auction conducted by **ANTAQ** referring to **Lease** [number of the **Lease**].
2. We irrevocably and irreversibly propose the **Lease Amount** of R\$[-] ([-]Brazilian Reais (BRL)), referring to the base date of the other amounts of this **Agreement**, for the **Lease**, pursuant to the terms and conditions defined in the **Auction Notice** and in the Draft of the **Lease Agreement**.
3. We expressly declare that:
 - 3.1 This Proposal for the **Lease** was prepared by taking into considerations all the payment conditions applicable to the **Grant Value** and the **Lease Value** (fixed and variable), under the exact terms of the **Auction Notice** and in accordance with the **Draft of the Lease Agreement**;
 - 3.2 This proposal for the **Lease** is valid for one (1) year, as of the date of receipt of the envelopes, and can be extended for an equal period, as defined in the **Auction Notice**;
 - 3.3 We fully agreement, without any restriction, with the minimum required change indicated in Subsection 7.1.2.1 of the Draft of the Lease Agreement, and other contracting conditions defined in the Auction Notice and in the Draft of the Lease Agreement;
 - 3.4 We acknowledge that any extension of the term of the Agreement is a decision that can solely be made by the Granting Authority, and that there is no subjective right to this extension;
 - 3.5 We are fully aware of the purpose of the Lease, the Activities to be performed, the presentation conditions of this proposal, and the performance of the work;

- 3.6 We undertake the full responsibility for the performance of the **Activities** in compliance with the provisions of the **Agreement** and attachments thereto, with **ANTAQ's** and the **Organized Port's** regulation, and other applicable legal standards; and
- 3.7 We fully comply with all obligations and requirements contained in this **Auction Notice** and in the **Draft of the Lease Agreement**.
4. The capitalized terms in this proposal for the **Lease** and not otherwise defined shall have the meanings attributed to them in the Auction Notice.

Yours sincerely,

[Bidder]/ [Legal Representative]

Appendix 3 – Template of Confirmation of the Proposal for the Lease

[Location], [--] [--],20[--]

Attn.: National Agency for Waterway Transportation - **ANTAQ**

Ref.: **Auction Notice** of Auction Nº 01/2019 – Department: [**LEASE** reference] – Letter of Confirmation of the Proposal.

Dear Sirs,

1. (**Bidder's** name and qualification), for the purposes of **Auction Notice** Nº 01/2019, hereby confirms its proposal for the Lease made in the **Auction**, irrevocable and irreversibly offering the **Grant Value** of R\$ [-] ([-]Brazilian Reais (BRL)), under the conditions defined in the **Auction Notice** and in the **Draft of the Lease Agreement**.

Yours sincerely,

[**Bidder**] / [**Accredited Representative**]