

INTERNATIONAL PUBLIC NOTICE FOR BID No. [•]

**REGIONALIZED CONCESSION OF PUBLIC UTILITIES FOR WATER SUPPLY AND SEWERAGE SERVICES
PROVIDED IN THE STATE OF AMAPÁ**

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PREAMBLE

The **STATE OF AMAPÁ (hereinafter referred to as “STATE”)**, a state legal entity registered with the Brazilian National Directory for Legal Entities (“CNPJ”) under number 00.394.577/0001-25, with administrative headquarters in the Capital City of the State of Amapá, at Palácio do Setentrião, located at Rua General Rondon, 259, CEP: 68900-082, represented by its governor, grounded on Article 175 of the Constitution of the Republic, Federal Law number 8.987/1995, Federal Law number 9.074/1995, Federal Law number 8.666/1993, Federal Law number 11.445/2007, and on the Federal Decree number 7.217/2010, hereby issues public notice to the effect of initiating this BID in the international public bidding modality, to be judged by the lowest rate criterion, in order to select the most advantageous proposal for CONCESSION of public services for water supply and sewerage services in the CONCESSION AREA, pursuant to the specifications included in this PUBLIC NOTICE FOR BID.

The draft for this PUBLIC NOTICE FOR BID, the Concession Agreement and other exhibits thereto remained available for public reference in the period comprised between [●] and [●], at the website [●], and at the headquarters of the STATE [●], and were subject matter of public hearing held in the City of Macapá on [●]. Both the public reference and hearing were duly disclosed at the STATE’s website [●], and had their notices published in the STATE Official Gazette on [●], and on wide circulation newspaper on [●].

Possible alterations of this PUBLIC NOTICE FOR BID shall be binding on all BIDDERS and shall be disclosed in the same manner than that this instrument was made public.

In the event of alterations affecting the preparation of proposals, new term shall be initiated for proposal submission under item 9.2.6 and 12.2 of this PUBLIC NOTICE FOR BID.

The interested parties may obtain the PUBLIC NOTICE FOR BID at the CONTRACTING PARTY’s headquarters, at Rua [●], telephone [●], from [●] to [●], through the email [●], or the website [●]. At the same website, complementary documents and related legal transactions are available, among which the technical studies that preceded the preparation of the PUBLIC NOTICE FOR BID, cooperation covenants and management agreements, where all acts performed in the course of the BID shall be published.

The VOLUME DELIVERY DATE shall be [●], from [●] to [●], at B3, Rua [●], in the Municipality of São Paulo, State of São Paulo.

The BID shall be conducted according to Article 18-A, of the Federal Law number 8.987/1995, so the first phase shall be that of submission of ACCREDITATION documents, followed by the opening of the PROPOSAL GUARANTEES, which shall be analyzed by the BID COMMITTEE. The disclosure of the result of the analysis and the BIDDERS that had their PROPOSAL GUARANTEES accepted shall be conducted on [●] [●] [●].

Public sessions for opening and judging COMMERCIAL PROPOSALS, followed by the opening of the ELIGIBILITY DOCUMENTS of the best ranked BIDDER, shall be on the dates set forth in item 255, at B3, Rua [●], in the Municipality of São Paulo, State of São Paulo.

All hours set forth in this PUBLIC NOTICE FOR BID refer to Brasília time. For performing acts directly with the CONTRACTING PARTY, whether through email or personal presence, interested parties shall observe the body's service dates.

CHAPTER I - INITIAL PROVISIONS

1. DEFINITIONS

1.1. This PUBLIC NOTICE FOR BID establishes the BID's administrative procedures and sets forth the conditions and legal regime for the contract subject matter of this PUBLIC NOTICE FOR BID, establishing the rules to be in force during the whole BID transaction.

1.2. The terms set out hereafter shall, whenever Capitalized, whether in their singular or plural form, have the meaning transcribed below, except when, from its context, a clearly different meaning results:

1.2.1. **AFFILIATE**: legal entity directly or indirectly related to other legal entity as SUBSIDIARY, HOLDING COMPANY, or for being subject to common CONTROL in relation to other natural person(s) or legal entity(ies);

1.2.2. **REGULATORY AGENCY**: Agência Reguladora dos Serviços Públicos Delegados do Estado do Amapá ("ARSAP"), with authority to regulate, control and inspect the provision of public basic sanitation services, or other state regulatory body or entity to be substitute therefor in the regulation of public basic sanitation services;

1.2.3. **EXHIBIT**: each of the documents attached to this PUBLIC NOTICE FOR BID, sequentially numbered, and which are an integral part hereof;

1.2.4. **CONCESSION AREA**: area where SERVICES shall be provided by the PUBLIC UTILITY, under this AGREEMENT, pursuant to boundaries included in EXHIBIT IV TO THE PUBLIC NOTICE FOR BID – CONCESSION AREA DESCRIPTION;

1.2.5. **B3**: BRASIL, BOLSA, BALCÃO – B3, current designation of BM&FBOVESPA S.A. – Bolsa de Valores, Mercadorias e Futuros, located in the Municipality of São Paulo, State of São Paulo, at Praça Antônio Prado, no. 48, Centro, which is in charge of conducting the Public Session for the Auction along with the BID COMMITTEE;

1.2.6. **TIED ASSETS**: assets required for the SERVICE provision, including those transferred to the PUBLIC UTILITY and those acquired and/or built thereby, except for the private assets integrating the SERVICES provision;

1.2.7. **BNDES**: is Banco Nacional de Desenvolvimento Econômico e Social, which is liable for the conduction of studies connected with the CONCESSION, under Agreement number 17.2.0030.3, entered into by and between BNDES and the State of Amapá, published on [•], in the Official Gazette of the State of Amapá;

- 1.2.8. CAESA: Companhia de Água e Esgoto do Amapá, a quasi-government corporation created by the Decree-Law number 490/1969, which is in charge of the provision of water supply and sewerage services;
- 1.2.9. BID COMMITTEE: Special Bid Committee designated by the CONTRACTING PARTY for causing the BID, including the analysis and judgment of all documents of this BID;
- 1.2.10. CONCESSION: delegation of the SERVICE provision in the MUNICIPALITIES, which shall be governed by the Federal Law number 8.987/1995, during the term set forth in the PUBLIC NOTICE FOR BID and in the AGREEMENT;
- 1.2.11. PUBLIC UTILITY: a special purpose company organized by the BID's successful bidder for the provision of the SERVICES subject matter of this AGREEMENT;
- 1.2.12. CONSORTIUM MEMBER: each of the members of a CONSORTIUM;
- 1.2.13. CONSORTIUM: association of companies, funds or entities aimed at taking part in the BID, which shall, in the event that they win the bidding procedure, organize a SPE under the laws of the Federative Republic of Brazil;
- 1.2.14. CONTRACTING PARTY: Is the State of Amapá, a state legal entity appearing as public contracting party through express delegation provided for in the COOPERATION COVENANTS and MANAGEMENT AGREEMENTS entered into with the MUNICIPALITIES;
- 1.2.15. AGREEMENT: the legal instrument and the Exhibits thereto, to be entered into by and between the CONTRACTING PARTY and the PUBLIC UTILITY, having the REGULATORY AGENCY as consenting party, under the draft of EXHIBIT I – DRAFT OF THE AGREEMENT and Exhibits to this PUBLIC NOTICE FOR BID;
- 1.2.16. MANAGEMENT AGREEMENT: instrument entered into by and between the holders of the water supply and sewerage services and the CONTRACTING PARTY, the object of which, as complement to the COOPERATION COVENANT, is to regulate the transfer of the organization and management of the REGIONALIZED PROVISION of water supply and sewerage services in the MUNICIPALITIES' urban area, regulate the transfer of regulation, including the rate regulation, and control to the REGULATORY AGENCY, and to regulate the CONCESSION of the SERVICES by the CONTRACTING PARTY, under the Federal Laws numbers 8.666/1993, 8.987/1995, 11.107/2005, and 11.445/2007, among other applicable rules.
- 1.2.17. SUBSIDIARY: any person or investment fund the CONTROL of which is exercised by another person or investment fund;
- 1.2.18. HOLDING COMPANY: any person, investment fund, or complementary pension entity exercising CONTROL on other person or investment fund;

1.2.19. CONTROL: the power held by person or group of persons tied by voting agreement or under common control, directly or indirectly, individually or collectively, of: (i) permanently exercising rights assuring thereto the majority of votes in corporate resolutions, and electing the majority of the administrators or managers of other person, investment fund or complementary pension entities, as the case may be; or (ii) actually direct the corporate activities and the operation of the bodies of other person, investment fund or complementary pension entity;

1.2.20. COOPERATION COVENANTS: instruments organizing the associated management of the water supply and sewerage services entered into by and between the holders of the SERVICE and the CONTRACTING PARTY, with the delegation of the service organization and management activities to the CONTRACTING PARTY, and regulation and control activities to the REGULATORY AGENCY;

1.2.21. ACCREDITATION: procedure for registering the BIDDERS' legal representatives under the B3 PROCEDURE MANUAL;

1.2.22. PROPOSAL BASE DATE: date when the COMMERCIAL PROPOSAL of the winning BIDDER is submitted, which shall be used as initial landmark for counting the terms to be applied for purposes RATE adjustment and review, under this PUBLIC NOTICE FOR BID and the EXHIBITS hereto;

1.2.23. VOLUME DELIVERY DATE: date set forth in the PUBLIC NOTICE FOR BID, when VOLUMES shall be delivered by BIDDERS at B3;

1.2.24. ELIGIBILITY DOCUMENTS: BIDDERS' documents connected with their legal eligibility, tax and labor compliance, technical qualification, economic-financial qualification and compliance with provisions in subsection XXXIII, of Article 7, of the Federal Constitution, according to this PUBLIC NOTICE FOR BID;

1.2.25. PUBLIC NOTICE FOR BID: this instrument and the Exhibits thereto (International Public Notice for Bid no. [●]), which shall regulate the BID's terms and conditions;

1.2.26. PROPOSAL GUARANTEE: guarantee of compliance with the liabilities assumed by the BIDDERS in reason of their participation in the BID, under the PUBLIC NOTICE FOR BID;

1.2.27. AGREEMENT PERFORMANCE BOND: guarantee to be provided by the PUBLIC UTILITY for ensuring the strict compliance with the liabilities included in the AGREEMENT, in all its provisions;

1.2.28. ASSOCIATED MANAGEMENT: voluntary association between each MUNICIPALITY and the CONTRACTING PARTY, under the COOPERATION COVENANTS and MANAGEMENT AGREEMENTS, aimed at structuring and organizing the offering of water supply and sewerage services in an integrated and regionalized manner;

1.2.29. BID: International Public Bidding no. [●], subject matter of this PUBLIC NOTICE FOR BID, the purpose of which is to select the most advantageous proposal for the service CONCESSION;

1.2.30. BIDDER: legal entity operating either individually or in consortium, under this PUBLIC NOTICE FOR BID, taking part in the BID;

1.2.31. WINNING BIDDER: legal entity, operating either individually or in CONSORTIUM, under this PUBLIC NOTICE FOR BID, winning the BID, and which shall organize the SPE for entering into agreement with the CONTRACTING PARTY;

1.2.32. PROCEDURE MANUAL: document prepared by B3 and approved by the CONTRACTING PARTY, which is an integral part of this PUBLIC NOTICE FOR BID, including instructions, rules and document forms for the BID procedures, according to EXHIBIT V – B3 PROCEDURE MANUAL;

1.2.33. MUNICIPALITIES: Municipalities identified in EXHIBIT IV – CONCESSION AREAS;

1.2.34. SYSTEM AIDED OPERATION: the one hundred and eighty (180)-day period counted from the execution of the AGREEMENT, which may be extended for a further ninety (90) days upon mutual consent between CONTRACTING PARTY and PUBLIC UTILITY, during which the PUBLIC UTILITY shall intensively follow up the activities connected with the SYSTEM OPERATION, so CAESA shall, for all purposes whatsoever, be the direct responsible for the SYSTEM OPERATION and holder of the revenues arisen from such operation;

1.2.35. SYSTEM OPERATION: comprises the group of operating actions to be developed and performed by the PUBLIC UTILITY after the issue of the SYSTEM TRANSFER SHEET, for providing the SERVICES to the SYSTEM USERS, in compliance with the parameters and conditions provided for in the AGREEMENT and Exhibits thereto;

1.2.36. ACCREDITED PLAYERS: legal entities eligible and authorized to operate at B3, contracted by the BIDDERS to represent it in all acts connected with the BID before B3;

1.2.37. REGIONALIZED PROVISION: that exercised by a sole provider, fruit of the federative cooperation involving more than one MUNICIPALITY, controlled and regulated by the REGULATORY AGENCY, in compliance with the water and sewerage municipal plans;

1.2.38. COMMERCIAL PROPOSAL: proposal submitted by the BIDDERS informing the REFERENCE RATE discount, as provided for in EXHIBIT V - REFERENCE RATE STRUCTURE, based on EXHIBIT III – COMMERCIAL PROPOSAL FORM;

1.2.39. ADDITIONAL REVENUE: any and all alternative, complementary, and ancillary revenue to be directly or indirectly obtained by the PUBLIC UTILITY, as a consequence of the exploitation of the associated project or additional service provision to the SERVICES, according to Article 11,

of the Federal Law number 8.987/95, upon prior and express consent by the CONTRACTING PARTY, as provided for in the AGREEMENT and the Exhibits thereto;

1.2.40. EXPLOITATION REVENUE: revenue obtained by the PUBLIC UTILITY as a consequence of the collection of RATES for the provision of the SERVICES to the SYSTEM USERS, accrued of the ADDITIONAL REVENUE and the revenue resulting from the provision of the COMPLEMENTARY SERVICES;

1.2.41. RATE REVENUE: amount collected by the PUBLIC UTILITY as a consequence of the payment of rates, by SYSTEM USERS, for the SERVICE provision;

1.2.42. SERVICES: integrated activities comprising all services to be provided by the PUBLIC UTILITY, characterized as follows: (a) water supply: public service comprising the activities, infrastructures and installations required to the public supply of water, from water intake to building connections, and metering instruments; (b) sewerage service: public service comprising the activities of proper collection, transportation, treatment, and final disposal of sewage from building connections to their final disposal at the environment.

1.2.43. COMPLEMENTARY SERVICES: ancillary, complementary and related services to the SERVICES, to be provided by the PUBLIC UTILITY and regulated by the REGULATORY AGENCY, under the AGREEMENT and the Exhibits thereto;

1.2.44. SPE: special purpose company to be organized by the WINNING BIDDER, as joint stock company, for the special purpose of providing the public services subject matter of this CONCESSION;

1.2.45. SYSTEM: group of infrastructures connected with the provision of the SERVICES, such as networks, connections, water pumping stations, sewage pumping stations, water treatment plants, sewage treatment plants, manholes, interceptors, outfalls, headers, among other structures necessary to provide the SERVICES;

1.2.46. RATE(S): pecuniary amounts due by the USERS to the PUBLIC UTILITY for the SERVICE provision, according to the concession's rate structure included in Exhibit VII to the AGREEMENT, which shall be annually adjusted and possibly reviewed as set forth in the AGREEMENT;

1.2.47. ACTUAL RATE(S): actual amounts due to the PUBLIC UTILITY as consideration for the SERVICE provision, considering possible deductions arising out of the noncompliance with performance benchmarks, as established in Exhibit III to the AGREEMENT.

1.2.48. REFERENCE RATE: is the reference value of the rate provided for the CONCESSION's year 1, as provided for in EXHIBIT V – REFERENCE RATE STRUCTURE, on which shall be applied the discount given by the BIDDER in its COMMERCIAL PROPOSAL, for the BID's judgment purposes.

1.2.49. SYSTEM TRANSFER SHEET: document by which CAESA transfers, upon the end of the SYSTEM AIDED OPERATION, to the PUBLIC UTILITY, the responsibility for the SYSTEM OPERATION, making it eligible to provide all of the SERVICES under the AGREEMENT;

1.2.50. USER: natural persons and legal entities that can be comprised in the types and categories provided for in the Exhibit VII do AGREEMENT – RATE STRUCTURE AND COMPLEMENTARY SERVICES, which shall be the receivers of the SERVICES provided by the PUBLIC UTILITY in the respective region, against the payment of RATE;

1.2.51. VOLUME: case containing the set of documents required to take part in this BID, totaling three (3), to wit: VOLUME 1, concerning the PROPOSAL GUARANTEE; VOLUME 2, concerning the COMMERCIAL PROPOSAL; and VOLUME 3, concerning the ELIGIBILITY DOCUMENTS, under this PUBLIC NOTICE FOR BID.

2. APPLICABLE LAWS

2.1. The BID and its object shall be governed by the Constitution of the Republic, the Federal Law number 8.987/1995, the Federal Law number 8.666/1993, the Federal Law number 9.074/1995, the Federal Law number 11.445/2007, the Federal Decree number 7.217/2010 and other applicable legal and regulatory provisions.

2.2. Without prejudice to the other applicable Constitutional, legal, and regulatory provisions, the following rules shall be especially applicable:

2.2.1. Federal Constitution;

2.2.2. Federal Law number 8.987, of February 13, 1995;

2.2.3. Federal Law number 9.074, of July 7, 1995;

2.2.4. Federal Law number 8.666, of June 21, 1993;

2.2.5. Federal Law number 11.445, of January 5, 2007;

2.2.6. Federal Decree number 7.217, of June 21, 2010;

2.2.7. Federal Law number 13.089, of January 12, 2015;

2.2.8. Federal Law number 13.460, of June 26, 2017;

2.3. The references to the rules applicable to the CONCESSION shall also be comprised as references to laws substituting or modifying them, whether partially or as a whole.

2.4. The following are legal transactions connected with the CONCESSION:

2.4.1. COOPERATION COVENANTS entered into by and between the holders and the CONTRACTING PARTY, having the REGULATORY AGENCY as consenting party;

2.4.2. MANAGEMENT AGREEMENTS and respective EXHIBITS entered into by and between the holders and the CONTRACTING PARTY, having the REGULATORY AGENCY as consenting party;

3. CONSTRUCTIONS

3.1. In the event of divergence between the rules provided for in the laws, in the instruments mentioned in item 2.4, in the PUBLIC NOTICE FOR BID, in the AGREEMENT and the Exhibits thereto, the following shall prevail:

- i. firstly, the provisions in the legal, regulatory, and technical rules in force, except for the legal rules of the private law;
- ii. secondly, the provisions in the AGREEMENT and the Exhibits thereto more relevant to the matter in hand, with those in the AGREEMENT superseding those in the Exhibits thereto;
- iii. thirdly, the provisions in the PUBLIC NOTICE FOR BID and the EXHIBITS thereto, with the provisions in the PUBLIC NOTICE FOR BID superseding those in the EXHIBITS thereto;
- iv. fourthly, the provisions in the COMMERCIAL PROPOSAL of the winning BIDDER, provided that in compliance with the regulations of the PUBLIC NOTICE FOR BID;
- v. fifthly, the provisions in the MANAGEMENT AGREEMENTS of the service regionalized provision, with the provisions in the MANAGEMENT AGREEMENTS superseding those in the Exhibits thereto;
- vi. sixthly, the provisions in the COOPERATION COVENANTS.

4. OBJECT OF THE BID

4.1. The object of this BID is the CONCESSION of the REGIONALIZED PROVISION of the SERVICES and COMPLEMENTARY SERVICES in the CONCESSION AREA, through the exploitation of the infrastructures integrating the SYSTEM, pursuant to the description, characteristics and technical specifications detailed in this PUBLIC NOTICE FOR BID, in the respective EXHIBITS, in the AGREEMENT, and in the applicable laws.

4.2. The provision of the SERVICES shall strictly comply with all provisions, terms, technical guidelines and procedures included in this PUBLIC NOTICE FOR BID, the AGREEMENT, respective EXHIBITS, and in the applicable laws.

4.3. The CONCESSION presupposes the proper provision of the SERVICES, to be considered as such those meeting the regularity, efficiency, security, opportunity, generality, courtesy, equity, continuity, and rate modes, incompliance with performance benchmarks and servicing goals provided for in the AGREEMENT, respective Exhibits, and in the applicable laws.

5. JUDGMENT CRITERION

5.1. This BID shall be judged by the lowest rate criterion, under Article 15, subsection I, of the Federal Law number 8.987/1995, based on the highest discount on the REFERENCE RATE, as provided for in EXHIBIT V – REFERENCE RATE STRUCTURE.

6. ESTIMATE PRICE FOR CONTRACT

6.1. The estimate price of the AGREEMENT, for the purposes of this BID, is R\$ 4,301,728,401.39 (four billion, three hundred and one million, seven hundred and twenty-eight thousand, four hundred and one Brazilian *Reais* and thirty-nine cents), corresponding to the current amount of the sum of the revenues arising out of the RATES obtained from the SERVICE provision, as estimated for the whole term of the AGREEMENT.

7. EXHIBITS TO THE PUBLIC NOTICE FOR BID

7.1. The following Exhibits are an integral part of this PUBLIC NOTICE FOR BID, inseparably:

- 7.1.1. EXHIBIT I – DRAFT OF THE AGREEMENT and Exhibits thereto;
- 7.1.2. EXHIBIT II – LETTERS AND REPRESENTATIONS FORM;
- 7.1.3. EXHIBIT III – COMMERCIAL PROPOSAL FORM;
- 7.1.4. EXHIBIT IV – CONCESSION AREA;
- 7.1.5. EXHIBIT V – B3 PROCEDURE MANUAL;

8. STUDIES AND MATERIALS AS MERE REFERENCES

8.1. The data, studies, materials, and information published by the CONTRACTING PARTY at the website [●], prepared by the CONTRACTING PARTY or entities contracted thereby, are merely for information and reference, and are not integral part of this PUBLIC NOTICE FOR BID, which purpose is that of making easier the understanding of the object of CONCESSION.

8.2. The CONTRACTING PARTY and the entities causing and/or preparing the materials mentioned in subitem 8.1 shall not answer for its correction, accuracy, or sufficiency, so the BIDDERS shall be solely liable to cause the full analysis of all conditions and information required for submitting the respective COMMERCIAL PROPOSALS.

CHAPTER II – BIDDING PROCEDURE

9. THE BID COMMITTEE

9.1. The BID shall be judged by the BID COMMITTEE, which shall conduct the works required for the BID, supported by B3, BNDES, and other government agents of the STATE's personnel.

9.2. Further to the prerogatives arising out of its legal function, the BID COMMITTEE may:

9.2.1. request to the BIDDERS, at any time whatsoever, clarifications on the documents submitted thereby;

9.2.2. adopt criteria for curing faults having formal nature and for complementing insufficiencies in the course of the BID;

9.2.3. carry out diligence intended to clarify or complement the supporting documentation for the BID, so later inclusion of document or material information that should be originally included in the documents submitted by the BIDDER to hereby prohibited;

9.2.4. extend the terms set forth in the PUBLIC NOTICE FOR BID, provided that against justification, in the event of public interest, *cas fortuit* or event of *force majeure*, without the BIDDERS to be entitled to indemnification or refund for costs and expenses, on any grounds whatsoever;

9.2.5. alter the dates or agenda of the sessions, anticipate or even stay them by virtue of the progress of works, in compliance with the applicable legal rules; and

9.2.6. in the hypothesis of alteration unequivocally affecting the preparation of the COMMERCIAL PROPOSALS, to modify the VOLUME DELIVERY DATE, as well as the date of the BID Public Session, whether extending or reinitiating the term initially established, according to Article 21, § 4, of the Federal Law number 8.666/93.

10. CLARIFICATIONS ON THE PUBLIC NOTICE FOR BID

10.1. Up to the date informed in the time schedule included in item 255 of this PUBLIC NOTICE FOR BID, BIDDERS may request clarification on the PUBLIC NOTICE FOR BID to the chairman of the BID COMMITTEE by sending email to the email address [•] including the file with the questions made in PDF format, pursuant to the form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORMS of this PUBLIC NOTICE FOR BID.

10.2. The BID COMMITTEE shall publish the replies to the requests for clarifications to all BIDDERS at the website [•] up to the date informed in the referential time schedule.

10.3. In the event that no requests for clarifications are made on the BID, or after the replies thereto, it is assumed that the elements provided in the PUBLIC NOTICE FOR BID are clear and accurate enough for all acts to be accomplished within the scope of the BID, so BIDDERS shall not be entitled to any later complaint, given the participation in the BID implies full and unconditional acceptance of all terms and conditions of this PUBLIC NOTICE FOR BID and the EXHIBITS hereto.

10.4. The clarifications provided by the BID COMMITTEE shall be an integral part of this PUBLIC NOTICE FOR BID as they were transcribed herein, so any other clarification not included in this PUBLIC NOTICE FOR BID or in the clarifications provided by the BID COMMITTEE possibly obtained by the BIDDERS in any other form shall not be binding on the BID COMMITTEE or the CONTRACTING PARTY.

11. CHALLENGE TO THE PUBLIC NOTICE FOR BID

11.1. Any citizen is party with legal capacity to challenge the PUBLIC NOTICE FOR BID for possible irregularity, in which event he/she shall file challenge up to five (5) business days before the VOLUME DELIVERY DATE.

11.2. The BIDDER failing to do so up to the second (2nd) business day preceding the VOLUME DELIVERY DATE shall have its right to challenge the PUBLIC NOTICE FOR BID lapsed.

11.3. Challenges to the PUBLIC NOTICE FOR BID shall be addressed to the Chairman of the BID COMMITTEE, and filed, in writing, from Monday to Friday, from [●]h to [●]h, at the CONTRACTING PARTY's headquarters, located at [●], or by sending email to the email address [●], including the file in PDF format, which challenges shall be supported by:

- a) copy of the identification document of its signatory, when a natural person; or
- b) copy of the articles of organization or bylaws accompanied by other documents required to confirm the signatory's legal representation powers, when filed by legal entity.

12. ALTERATIONS IN THE PUBLIC NOTICE FOR BID

12.1. At any time up to the BID's opening session, the BID COMMITTEE may, at its sole discretion, as consequence of clarifications, challenges to the PUBLIC NOTICE FOR BID and/or for any other public interest reason, alter the PUBLIC NOTICE FOR BID.

12.2. Any modification in the PUBLIC NOTICE FOR BID shall demand disclosure in the same manner than the original text was disclosed, and the term initially set forth shall be reinitiated, except when the alteration does not affect the way the PROPOSAL GUARANTEE shall be submitted and the COMMERCIAL PROPOSAL shall be prepared, as well as the ELIGIBILITY DOCUMENTS, as provided for in Article 21, § 4, of the Federal Law number 8.666/1993.

CHAPTER III – GENERAL CONDITIONS

13. CONDITIONS TO TAKE PART

13.1. Legal entities, domestic or foreign, acting independently or through consortium, fully meeting all terms and conditions of this PUBLIC NOTICE FOR BID, may take part in this BID.

13.2. For the purposes of this PUBLIC NOTICE FOR BID, the following may also take part in this BID:

- a) foundations or funds the object of which, according to own regulation and corresponding applicable laws, allows them to conduct the activities provided for in the AGREEMENT;
- b) complementary pension entities;
- c) Private Equity Investment Funds (“FIPs”); and
- d) trusts and private equity funds organized under their governing law, in compliance with the terms of its charters and organization documents, and under the law of their jurisdiction.

13.3. The following persons may not take part in this BID, whether independently or through consortium:

- a) persons declared unfit for bidding or enter into agreement with the Federal Public Administration and that of the States and Municipalities in reason of administrative act issued by the Government Authority.
- b) persons having their right to take part in bids stayed or prevented from entering into agreements with the Public Administration of the STATE;
- c) persons under intervention by the Office for Complementary Pension of the Ministry for Social Security;
- d) persons the director(s) or legal representative(s) of which is (are) or has (have) been, within the one hundred and eighty (180) days preceding the date when the PUBLIC NOTICE FOR BID was published, civil servant(s) holding office(s) or having job(s) in bodies or entities acting as contracting parties or responsible for the BID, or public agent(s) prevented from entering into agreements with the Direct and Indirect Public Administration of the STATE for prohibition in the Constitution or the laws;
- e) Persons sentenced, by sentence transited *in rem judicatam*, to right restriction penalty for the perpetration of crimes against the environment, as provided for in Article 10 of the Federal Law number 9.605/1998;
- f) Persons being AFFILIATES of another BIDDER;
- g) Persons, whether independently or in consortium (including its affiliates, subsidiaries, holding companies or other company under common control), participating through more than

one consortium or in any manner resulting in more than one proposal by said BIDDER and/or economic group in the BID;

h) Persons forbidden from entering into agreements with the Public Administration by operation of condemning sentence transited *in rem judicatam* for misconduct in office under the Federal Law number 8.429/1992;

i) Persons prohibited, for decision in force by the Plenary Session of the Administrative Council for Economic Defense (“CADE”), from taking part in bids caused by the Federal, State, Municipal Direct and Indirect Public Administration, for breach of the economic order under Article 38, subsection II, of the Federal Law number 12.529/2011.

13.4. Natural persons and legal entities that took part in the preparation of the technical studies supporting this BID may not take part in this BID, directly or not, independently or through CONSORTIUM.

13.4.1. For the purposes of the provisions in this Article, indirect participation is considered when there is any technical, commercial, economic, financial, or labor relationship between the natural persons or legal entities that took part in the preparation of the technical studies that supported this BID and any of the BIDDERS, which relationship has as scope the conduction of activities intended to the BIDDER’s participation in this BID.

14. ACCEPTANCE OF THE PUBLIC NOTICE FOR BID’S TERMS

14.1. The participation in the BID implies full and unconditional acceptance of all terms and requirements in this PUBLIC NOTICE FOR BID, so later allegations of unawareness of or disagreement with its conditions, as well as with the relevant regulatory rules, are hereby prohibited.

14.2. Possible deficiencies when meeting the requisites and requirements for submission of the PROPOSAL GUARANTEE, the COMMERCIAL PROPOSAL, and the ELIGIBILITY DOCUMENTS, shall be a BIDDERS’ sole liability.

14.3. The PROPOSAL GUARANTEE, the COMMERCIAL PROPOSAL, and the ELIGIBILITY DOCUMENTS not meeting the requisites set forth in this PUBLIC NOTICE FOR BID shall cause the BIDDERS’ ineligibility or disqualification, as the case may be.

15. TECHNICAL VISIT

15.1. BIDDERS willing to do so may pay technical visits they deem required to the existing installations connected with the SERVICES.

15.2. The purpose of the technical visit shall be to allow BIDDERS to conduct, at their own expenses and liability, proper assessment of the nature and dimension of works, materials, and equipment

required for providing the SERVICES, and for the obtainment of any other data judged required thereby for their proposals' preparation.

15.3. The BIDDER shall express its interest in the technical visit, which shall be in the company of a CONTRACTING PARTY's representative, upon prior appointment up to the fifth (15th) business day before the VOLUME DELIVERY DATE, through written notice to be sent to the email [●], informing which installations it is interested in visiting.

15.3.1. Technical visits shall be paid up to the second (2nd) business day before the VOLUME DELIVERY DATE.

15.3.2. The BIDDER may designate up to four (4) representatives for the technical visits.

15.4. The technical visit is not condition required for taking part in this BID, however, the BID COMMITTEE shall consider that the COMMERCIAL PROPOSALS submitted have been prepared with full knowledge of the CONCESSION AREA, so the WINNING BIDDER may not, in any hypothesis whatsoever, request changes in prices, terms or conditions of the AGREEMENT, or allege any loss or claim any benefit by invoking insufficiency of data or information on the object of the BID.

16. BIDDERS' COST

16.1. Any and all expenses and/or costs incurred by the BIDDERS in reason of this BID shall be borne at its expenses, and at its sole liability and risk, so the CONTRACTING PARTY shall be released from any liability or refund, regardless of the result of the BID.

17. ACCREDITED REPRESENTATIVES

17.1. Each BIDDER may have no less than one (1) and no more than two (2) Accredited Representatives, who shall be in possession of official document with picture at the BID's public sessions.

17.2. For confirming the representation powers of the Accredited Representative(s), the following documents shall be submitted in envelope other than the VOLUMES, at the beginning of the opening session:

17.2.1. in the case of Brazilian legal entities, power of attorney confirming powers to perform, in the name of the BIDDER, all acts connected with the BID, according to the form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORM, accompanied by documents confirming the powers of the grantor(s) (according to the latest amended filed with the relevant board of trade or register office), with Simplified Certificate issued by the Board of Trade of the BIDDER's judicial district;

17.2.2. in the case of foreign legal entities, power of attorney granted to legal representative living and domiciled in Brazil, confirming powers to perform, in the name of the BIDDER, all acts

connected with the BID, with express powers to receive summons and to represent the BIDDER before administrative tribunals and judicial courts, and to enter into settlements and waive rights and, as the case may be, delegation of proper powers to the Accredited Representative(s), according to form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORM, supported by documents confirming the grantors’ powers, with signature(s) duly certified by notary public or other entity, according to the laws applicable to the documents, which shall be legalized by Brazilian consular service of the country of origin, duly translated to the Brazilian Portuguese by sworn translator, and registered with Registry of Deeds and Documents (pursuant to last amendment filed with the relevant board of trade or register office or comparable requirement of the country of origin), provided, however, that the rules of the Decree number 8.660, of January 29, 2016 (which enacts the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents) are complied with; and

17.2.3. in the event of CONSORTIUM, power of attorney granted by the leading legal entity, according to items 17.2.1 and 17.2.2 above, as the case may be, which shall be accompanied by (i) appointment of the leading company as the one responsible for the acts performed by the Consortium to the STATE and other bodies involved in the bid, (ii) powers of attorney granted by the consortium members to the leading legal entity, also according to the form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORM, as the case may be, (iii) documents confirming the powers of all grantors, according to items 17.2.1 and 17.2.2 above, as the case may be, and (iv) Commitment to Organize SPE, subscribed by the consortium members, confirming the powers of all signatories, pursuant to form in EXHIBIT II – LETTERS AND REPRESENTATIONS FORM.

17.3. The documents for confirming the representation powers of the Accredited Representative(s) listed above shall be submitted for ACCREDITATION to the BID COMMITTEE on the same day, place, and time designated for the beginning of the public session for the opening of the VOLUMES, under the B3 PROCEDURE MANUAL.

17.4. The Accredited Representative(s) shall not be allowed to intervene or perform acts with B3 during the COMMERCIAL PROPOSALS’ opening step and classification, except with the BID COMMITTEE, since such representation shall be solely made by the ACCREDITED PLAYERS.

17.5. Each Accredited Representative may only represent a single BIDDER.

18. ACCREDITED PLAYERS

18.1. Bidders shall be obligatorily represented by ACCREDITED PLAYERS, as provided for in this item.

18.2. The agency agreement to be entered into by and between the ACCREDITED PLAYER and the BIDDER, which shall have the minimum contents specified in EXHIBIT V – B3 PROCEDURE MANUAL, shall be provided along with the documents mentioned in item 17 of this PUBLIC NOTICE FOR BID, according to the provisions set forth in EXHIBIT V – B3 PROCEDURE MANUAL.

18.3. The ACCREDITED PLAYERS shall represent the BIDDERS before B3 upon delivery of all documents requested in this PUBLIC NOTICE FOR BID, in compliance with the contents of each VOLUME.

18.4. Each ACCREDITED PLAYER may only represent a single BIDDER, and each BIDDER may only be represented and take part in the BID through a single ACCREDITED PLAYER.

CHAPTER IV – PROPOSAL GUARANTEE, COMMERCIAL PROPOSAL, AND ELIGIBILITY DOCUMENTS

19. GENERAL RULES FOR SUBMITTING DOCUMENTATION

19.1. The VOLUMES shall be provided as detailed below.

19.2. Inside each VOLUME, there shall be a digital medium (pen drive) for each counterpart, containing the exact copy of all documentation provided in the respective physical case, in non-editable PDF format file.

19.3. Each VOLUME's documentation shall be provided as (i) one original or certified copy, except for the PROPOSAL GUARANTEE, which shall be provided in its original form, as well as the performance bonds or bank guarantee with digital certification; and (ii) a second copy, as simple reprographic copy, provided that each counterpart shall be separately bound, duly initialed and sequentially numbered, further to include, at the beginning, a table of contents and their corresponding pages and, at the end, a closing sheet, so as to reflect the exact number of pages, with no amendments, erasures, implied senses or qualifications allowed.

19.4. Without prejudice to the signatures to be included in specific fields, according to the forms provided in this PUBLIC NOTICE FOR BID, all pages of the VOLUMES shall be duly initialed, always by the BIDDER's legal representative.

19.5. All documents provided in this BID shall be in Brazilian Portuguese language, except as for technical current use expressions, typed and legibly printed.

19.5.1. Documents including handwritten contents, except for official and public documents originally provided in that manner, shall be deemed with erasures.

19.5.2. Documents having foreign origin provided in other languages shall be certified by the notary public of the Country of origin, certified by the Brazil's General Consulate for the Country of origin, and accompanied by sworn translation to the Brazilian Portuguese language prepared by sworn translator registered with any of the Boards of Trade in Brazil, as provided for in the Federal District number 8.660, of January 29, 2016, which enacts the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, as the case may be. Powers of attorney having foreign origin shall, accompanied by the respective sworn translations, be registered with the Registry of Deeds and Documents.

19.6. Only and solely the documents required in this PUBLIC NOTICE FOR BID shall be provided, avoiding duplicity or inclusion of unessential or unrequested documents.

19.7. The later inclusion of document or information that should have been originally included in the VOLUMES is hereby prohibited, without prejudice to the exercise of the BID COMMITTEE's legal prerogative to cause diligence intended to clarify or complement supporting documentation for the process, as provided for in item 9.2 of this PUBLIC NOTICE FOR BID.

19.8. The VOLUME 1, VOLUME 2 and VOLUME 3 shall be delivered, on the VOLUME RECEIPT DATE, at B3, located at [•], in the Municipality of São Paulo, State of São Paulo, through representative of the ACCREDITED PLAYERS, as provided for in EXHIBIT V – B3 PROCEDURE MANUAL.

19.9. The VOLUMES shall be delivered on separate, opaque, closed envelopes with initials on its top flap, and each envelope shall include the following on its face:

VOLUME 1 – PROPOSAL GUARANTEE Public Bidding no. [•] – [•] – Concession of public water supply and sewerage services of [•] BIDDER's corporate name or designation ACCREDITED PLAYER's corporate name or designation

VOLUME 2 – COMMERCIAL PROPOSAL Public Bidding no. [•] – [•] – Concession of public water supply and sewerage services of [•] BIDDER's corporate name or designation ACCREDITED PLAYER's corporate name or designation
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VOLUME 3 – ELIGIBILITY DOCUMENTS Public Bidding no. [•] – [•] – Concession of public water supply and sewerage services of BIDDER's corporate name or designation ACCREDITED PLAYER's corporate name or designation
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19.10. When delivering the VOLUMES, the BIDDERS express full knowledge that:

19.10.1. they answer for the truth and accuracy of the information included in the documents submitted thereby;

19.10.2. they authorize the BID COMMITTEE to conduct, at any phase of the BID, the diligences it sees fit for clarifying and complementing supporting documentation for the process, so the later inclusion of document or information that should be originally included in the envelopes is hereby prohibited; and

19.10.3. they know the conditions and other installations existing in the CONCESSION AREA, as well as the characteristics of the SERVICES subject matter of the CONCESSION.

19.11. In the event of divergence between the rules included in EXHIBIT V– B3 PROCEDURE MANUAL and this PUBLIC NOTICE FOR BID, the rules included in this PUBLIC NOTICE FOR BID supersede.

19.12. Further to the proposal guarantee documents informed in item 20, the BIDDER shall, inside VOLUME 1, provide the statements set out below, according to form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORM of this PUBLIC NOTICE FOR BID:

19.12.1. Statement of independent preparation of proposal; and

19.12.2. Statement knowledge of tie criteria provided for in Article 45, § 2, and Article 3, § 2, of the Law no. 8.666/93.

19.13. Should the BIDDER become the winner from the application of the legal prerogatives referred to in item 19.12.2, it shall give evidence thereof by delivering documents, one copy only, for analysis by the BID COMMITTEE, in term to be established thereby.

20. PROPOSAL GUARANTEE

20.1. Each BIDDER shall, for covering the liabilities provided for in this PUBLIC NOTICE FOR BID, and under Article 31, subsection III, of the Federal Law number 8.666/1993, provide PROPOSAL GUARANTEE in the amount of R\$ 21,508,642.01 (twenty-one million, five hundred and eight thousand, six hundred and forty-two Brazilian *Reais* and one cent).

20.2. The PROPOSAL GUARANTEE may be provided in any of the following modalities:

20.2.1. Cash bond, in the Country's currency;

20.2.2. Bond in treasury bonds, under item 20.5;

20.2.3. Performance bond, under item 20.6; or

20.2.4. Bank guarantee, under item 20.7.

20.3. The PROPOSAL GUARANTEE shall, in the modality chosen by the BIDDER, be obligatorily submitted in its original physical form or in electronic form with digital certification, and shall be delivered to the BID COMMITTEE in the VOLUME 1, on the VOLUME DELIVERY DATE.

20.4. Only instruments, assets and funds available on the VOLUME DELIVERY DATE shall be accepted.

20.5. When the PROPOSAL GUARANTEE is provided in the form of treasury bonds, only the Prefixed National Treasury Bills (“LTN”), Selic-Indexed Treasury Financial Bills (“LFT”), IPCA-Indexed National Treasury Notes – B Series - Principal (“NTN-B Principal”), IPCA-Indexed + Semiannual Coupon National

Treasury Notes – B Series (“NTN-B”), Brazilian National Treasury Notes – C Series (“NTN-C”), or the Prefixed Semiannual Coupon National Treasury Notes – F Series (“NTN-F”) shall be accepted, which shall be issued on the book-entry form upon registration in centralized system for settlement and custody authorized by Banco Central do Brasil and assessed by its economic values, as established by the Ministry of Economy.

20.5.1. Security bonds shall be frozen according to the operating routines provided for in EXHIBIT V – B3 PROCEDURE MANUAL.

20.6. When the PROPOSAL GUARANTEE is provided as performance bond, it shall be issued by insurance company registered with the Superintendency of Private Insurance (“SUSEP”), and come into force one (1) day before the VOLUME RECEIPT DATE, in order to contemplate the 24 h of such date and meet the provisions in item 20.2 of the SUSEP Circular Letter no. 477/13, and to comply with the conditions in EXHIBIT II – LETTERS AND REPRESENTATIONS FORM to this PUBLIC NOTICE FOR BID.

20.7. In the case of bank guarantee, in the exact form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORM to this PUBLIC NOTICE FOR BID, it shall include specific clause of waiver, by the guarantor, of the benefit of order referred to in Article 827 of the Civil Code, which is binding thereon along with the BIDDER, in compliance with the provisions in Articles 835 and 838 of the Civil Code, which shall be provided in the exact form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORM to this PUBLIC NOTICE FOR BID, further to be issued by bank ranked between the first and second risk rate, that is, between A and B in the long term risk rating of, at least, one of the risk rating agencies among Fitch Ratings, Moody’s or Standard & Poors.

20.8. The PROPOSAL GUARANTEE shall remain effective for no less than one hundred and eighty (180) days from the day before the VOLUME DELIVERY DATE, so the BIDDER shall evidence, when so required and pursuant to the PUBLIC NOTICE FOR BID, its renewal for equal period to the BID COMMITTEE up to ten (10) business days before the expiration of such term.

20.8.1. In the event that the BIDDER is incapable to evidence the renewal of the PROPOSAL GUARANTEE within the term set forth in item 20.8, it shall be given notice by the BID COMMITTEE to do so within a five (5)-day term from the receipt of the notice, subject to be disqualified in the BID and prevented from extending the effectiveness of its COMMERCIAL PROPOSAL.

20.8.2. Should the renewal occur in period exceeding one (1) from its original issue, the PROPOSAL GUARANTEE shall be adjusted according to the variation of the Comprehensive Consumer Price Index (“IPCA”) published by Brazilian Institute of Geography and Statistics (“IBGE”), between the month preceding the date for the envelopes’ receipt and the month immediately before the renewal.

20.9. In the event that BIDDER takes part individually, then the PROPOSAL GUARANTEE shall be provided in its own name. In the event of CONSORTIUM, the PROPOSAL GUARANTEE may be provided by one or more CONSORTIUM MEMBERS, in different modalities, provided that the total reaches the

amount established and provided also that it includes the name of the CONSORTIUM, information on the CONSORTIUM MEMBERS and the leader (corporate name and Brazilian National Directory for Legal Entities), with their interest percentages.

20.10. Except as provided for in items 9.2.1, 9.2.2 and 9.2.3 of the PUBLIC NOTICE FOR BID and hypotheses of actuation by the BIDDER in good faith, in the event that it gives rise to one of the hypotheses set out below, provided that malice aforethought by the BIDDER is identified, it shall, provided that right to contest and full defense are assured, be applied fine corresponding to the whole amount of the PROPOSAL GUARANTEE, which shall be enforced for purposes of receiving the aforementioned fine:

20.10.1. if the BIDDER removes its COMMERCIAL PROPOSAL during its effectiveness term;

20.10.2. if the BIDDER refuses to execute the AGREEMENT;

20.10.3. if BIDDER declared winner fail to meet the requirements for execution of the AGREEMENT within the terms set forth in this PUBLIC NOTICE FOR BID, unless for justified reason accepted by the BID COMMITTEE;

20.10.4. if the WINNING BIDDER performs acts intended to frustrate the bidding procedure's objectives; and

20.10.5. if the WINNING BIDDER fails to renew the PROPOSAL GUARANTEE in the term set forth in subclause 20.8.

20.11. Any modification in the terms and conditions of the PROPOSAL GUARANTEE after its submission, without the CONTRACTING PARTY's prior consent, is hereby prohibited.

20.11.1. The BID COMMITTEE may request complementation or substitution of the PROPOSAL GUARANTEE in hypotheses of loss of financial value or alteration of its quality.

20.12. The PROPOSAL GUARANTEE may not include disclaimer clause for the liabilities incurred by the BIDDER as regards its participation in the BID, under the PUBLIC NOTICE FOR BID.

20.13. The PROPOSAL GUARANTEE provided by the BIDDERS shall be released, as the case may be, upon fifteen (15) days from (i) the publishing of the term sheet for the AGREEMENT; (ii) the publishing of the decision that judged the BIDDER ineligible or disqualified, provided that it has not filed appeal or it has been deemed definitely groundless; or (iii) the renewal or annulment of the BID, as the case may be.

20.14. Only representation documents from the issuer of the guarantees shall be provided inside VOLUME 1 if the record is out of date as provided for in EXHIBIT V – B3 PROCEDURE MANUAL.

20.15. The PROPOSAL GUARANTEE may be enforced for covering fines, penalties, and indemnifications possibly due by the BIDDERS to the CONTRACTING PARTY, by virtue of its participation in the BID, from the date when the PROPOSAL GUARANTEE is submitted to the term provided for in item 20.13, without prejudice to the application of other penalties and residual liability for amount extrapolating the PROPOSAL GUARANTEE.

21. COMMERCIAL PROPOSAL

21.1. Each BIDDER shall, at its own account and risk, conduct investigations, surveys and studies, and develop projects for allowing the submission of its COMMERCIAL PROPOSAL.

21.2. The COMMERCIAL PROPOSAL shall be submitted in VOLUME 2, in its original form, as a single copy, typed in clear and objective language, in the exact terms of the form included in EXHIBIT III – COMMERCIAL PROPOSAL FORM to this PUBLIC NOTICE FOR BID, without errors or erasures, and it shall be signed by person legally in charge of the BIDDER or person legally capable to do so in behalf thereof.

21.3. The COMMERCIAL PROPOSAL of the BIDDER shall contain information on the discount offered on the REFERENCE RATE amount under EXHIBIT V - REFERENCE RATE STRUCTURE.

21.4. In the event of divergence between the amounts expressed in numbers and their respective expression in full length, the latter shall prevail.

21.5. The expiration date for COMMERCIAL PROPOSALS shall be one hundred and eighty (180) days from the VOLUME DELIVERY DATE, and all its conditions shall be maintained during such period.

21.6. Possible business plan developed by the BIDDER for the SERVICE provision and preparation of its COMMERCIAL PROPOSAL may not be included in the COMMERCIAL PROPOSAL, subject to the BIDDER's disqualification and application of penalty in the amount of the PROPOSAL GUARANTEE, with its consequent enforcement.

21.7. Also for the preparation of the COMMERCIAL PROPOSAL:

21.7.1. all liabilities and risks imputed to the PUBLIC UTILITY by operation of the AGREEMENT and the EXHIBITS thereto shall be taken into consideration.

21.7.2. all costs concerning the compliance with the object of the AGREEMENT shall be comprised, including, but not limited to, amounts concerning charges and liabilities of the PUBLIC UTILITY with respect to tax, labor and social security laws, which shall be solely borne thereby; costs with its subcontractors, suppliers and others; costs with mobilization and demobilization in the installation of works and services to be performed; other direct or indirect costs charged on the performance of the services subject matter of the CONCESSION; cost for contracting insurances and guarantees, for compliance with the terms and others required to comply with the liabilities provided for in the AGREEMENT;

21.7.3. no benefits or tax incentives that might be granted to the future PUBLIC UTILITY by the Federal Government, the STATE or Municipalities shall be considered during the CONCESSION term;

21.7.4. no other offers or advantages not provided for in this PUBLIC NOTICE FOR BID, in the AGREEMENT and in its respective EXHIBITS shall be taken into consideration, nor prices or advantages based on offers made by other BIDDERS.

22. ELIGIBILITY DOCUMENTS

General provisions

22.1. The BIDDERS are obliged to meet the demands concerning legal eligibility, tax and labor compliance, technical qualification, economic-financial qualification and compliance with the provisions in subsection XXXIII, of Article 7, of the Federal Constitution, as provided for in Article 27 of the Federal Law no. 8.666/1993 and in this PUBLIC NOTICE FOR BID.

22.2. Certificates required for the BIDDERS' eligibility, issued without informing the effectiveness term, shall be deemed effective for a ninety (90)-day term from the date of its issue.

22.3. Certificates obtained through the internet shall be accepted provided that they have been issued by official websites, and that the document informs the website where the information authenticity can be checked.

22.4. The BIDDER failing to submit any of the required documents or failing to meet any of the conditions concerning the eligibility, provided for in this PUBLIC NOTICE FOR BID shall be deemed ineligible.

Legal Eligibility

22.5. The legal eligibility shall be obtained through the submission of the following documents:

22.5.1. in the case of individual company, submission of the BIDDER's trade record;

22.5.2. in the case of private corporations, submission of current charters, bylaws or articles of organization of the BIDDER, accompanied by evidence of the managers then in charge or respective consolidation of the bylaws or articles of organization in force, with later amendments, if any, duly registered with the board of trade of its headquarters and, in the case of joint stock companies, accompanied by supporting documents for the election of the current executive board;

22.5.3. in the case of simple associations, submission of registration of the BIDDER's charters and all its subsequent amendments in force, duly registered with the Civil Registry of Legal Entities, accompanied by document specifying the current executive board;

22.5.4. submission of authorization Decree and operation registration or authorization act issued by relevant body, in the event of foreign company or association operative in the Country.

22.6. When the BIDDER is a financial institution, it shall also submit evidence of authorization to operate as financial institution issued by Banco Central do Brasil (BACEN).

22.7. When the BIDDER is a complementary open-ended or close-ended private pension entity, it shall also submit express and specific authorization of organization and operation of complementary private pension entity granted by the relevant control body.

22.8. When the BIDDER is an investment fund, it shall also submit the following documents:

- a) certificate of registration of the investment fund with the Brazilian Securities and Exchange Commission, created by the Federal Law no. 6.385/76;
- b) charters with the latest amendment filed with relevant body;
- c) regulation and alterations, if any, duly registered with the Registry of Deeds and Documents;
- d) certificate of registration of the administrator and, if any, of manager of the investment fund with the Brazilian Securities and Exchange Commission;
- e) evidence of election of the administrator's representatives;
- f) evidence that the investment fund is duly authorized by its quotaholders to take part in the bidding procedure, through authorization arising out of the fund's investment policy described in its regulation, and that its administrator can represent it in all acts and for all purposes of the BID, taking, in behalf of the investment fund, all liabilities and rights arising out thereof;
- g) evidence that the administrator and the fund are not under judicial liquidation proceeding, through certificate issued by the office(s) for the assignment of cases of its headquarters, or out-of-court liquidation, through certificate obtained through reference to the website of Banco Central do Brasil.

22.9. In the event of CONSORTIUM, the BIDDER shall submit the instrument of the consortium's organization or Commitment to Organize SPE, subscribed by the CONSORTIUM MEMBERS, according to item 23.2 of this PUBLIC NOTICE FOR BID.

Economic-financial qualification

22.10. The economic-financial qualification shall be obtained as follows:

22.10.1. In the event that the BIDDER is a private corporation, clearance certificate of petition for bankruptcy, receivership and out-of-court reorganization shall be submitted, which shall be issued by the judicial district's office for the assignment of cases (Civil Benches) where the company is headquartered, with date not exceeding ninety (90) days before the date of public session.

22.10.1.1. The BIDDERS shall submit, along with the clearance certificates required, statement issued by the courthouse of its headquarters informing which Notary's or Register Offices control the assignment of cases for bankruptcies and receiverships.

22.10.1.2. In the event that the certificate submitted is a liability one for receivership, confirmation of the approval of the receivership plan shall be required, duly approved and homologated by the relevant court.

22.10.2. When the BIDDER is a complementary open-ended or close-ended private pension entity, it shall further provide statement that the plans and benefits administered thereby are not under liquidation or intervention by the Superintendence of Private Insurance ("SUSEP") of the Ministry of Finance or the Brazilian National Superintendence for Complementary Pension Plans ("PREVIC") of the Ministry for Social Security;

22.10.3. When the BIDDER is an investment fund, it shall further provide clearance certificate or liability certificate with clearance effects for bankruptcy of the administrator and manager of the fund issued by the office(s) for the assignment of cases of the headquarters thereof, with date not to exceed ninety (90) days before the date of the BID's opening session.

22.10.4. The BIDDER and, in the event of CONSORTIUM, each of its members shall, in the proportion of their interest in the CONSORTIUM, represent that it owns or is able to obtain sufficient financial funds, such as financings, for complying with the liabilities to contribute with own and third parties' funds required to accomplish the object of this Concession, under EXHIBIT II – LETTERS AND REPRESENTATIONS FORM.

Technical qualification

22.11. The technical qualification shall be confirmed through:

22.11.1. Certificate issued by private or government-owned company or financing agreement duly executed confirming that the BIDDER or its AFFILIATE has raised R\$ 200,000,000.00 (two hundred million Brazilian *Reais*) for infrastructure ventures in any sector, for compliance with the financial liabilities assumed.

22.11.1.1. For confirming the amount provided for in subitem 22.11.1, the sum of amounts concerning different ventures shall be accepted, provided that, at least, one of the fundraisings correspond, at least, to twenty percent (20%) of the amount established in item 22.11.1, and certificates with amount lower than, at least, R\$ 15,000,000.00 (fifteen million Brazilian *Reais*), shall not be accepted.

22.11.1.2. In the case of participation through CONSORTIUM, the sum among the BIDDERS in consortium shall be allowed as the evidence to subitem 22.11.1.

22.11.1.2.1. For the evidence provided for in item 22.11.1., only amounts proportional to the percentage of interest of the BIDDER or AFFILIATE thereof in partnerships or CONSORTIUMS in charge of the venture subject matter of the certification shall be considered.

22.11.1.2.2. In cases where the interest of the BIDDER or AFFILIATE thereof exceeds fifty percent (50%) in partnerships or CONSORTIUMS in charge of the venture subject matter of the certification, the total amount of the certificate, equivalent to one hundred percent (100%), shall be considered.

22.11.1.3. The document(s) for confirming the experience required in subitem 22.11.1. should inform the amount of funds raised and venture the funds were allocated to.

22.11.1.4. The amounts described in the document(s) for confirming the experience required in subitem 22.11.1 may be updated from the date when the financial operation has been contracted according to the IPCA or, in the lack thereof, another official inflation index or other index to become a substitute therefor up to the month preceding the date of the BID's opening session.

22.11.1.5. In the hypothesis that the amounts included in the confirmation documents are expressed in foreign currency, they shall be translated into Brazilian *Reais* through the foreign exchange rate in force on the date when the financial operation was contracted, and restated according to the precedent subitem up to the month preceding the BID's opening session date.

22.11.1.6. The name and identification of the representative of the issuer of the certificates shall be provided, with updated information on telephones and email for contact for possible diligence by the BID COMMITTEE on the certificates' compliance.

22.11.1.7. The certificates' noncompliance or failure to confirm their contents after diligences by the BID COMMITTEE shall imply the BIDDER's ineligibility, without prejudice to other applicable penalties for material forgery of the information provided.

22.11.1.8. In the event of alterations in articles of organization and in the events of merger, takeover or split, it shall only be considered the certificates unequivocally and documentarily confirming the final transfer of the technical assets.

22.11.1.9. Provided that the former conditions are complied with, it is permitted to submit certificates in behalf of the AFFILIATES, so the BIDDER shall, in the event of certificates for AFFILIATES, submit the stockholders' or partners' roster.

22.11.1.10. The WINNING BIDDER shall, as condition for the execution of the AGREEMENT, submit the technical-professional certificate addressed in subitem 30.2.8.

Tax and labor compliance

22.12. The BIDDER's Tax and Labor Compliance shall be confirmed by the provision of the following documents:

22.12.1. Proof of registration with the Brazilian National Directory for Legal Entities ("CNPJ");

22.12.2. Proof of registration with the state and municipal taxpayer records for the BIDDER's headquarters relevant to its line of business or, in the event that the BIDDER is not registered, proper statement of such status subject to the penalties provided for by the law.

22.12.3. Proof of compliance with the STATE's Department of Taxation and Finance for the BIDDER's domicile or headquarters through the submission of clearance certificate, or liability certificate with clearance effects for state tax debts or, in the event that the BIDDER is not registered, evidence of such status according to item 22.12.22.

22.12.4. Proof of compliance with the Municipal Department of Taxation and Finance for service taxes with respect to the BIDDER's domicile or headquarters, through submission of clearance certificate, or liability certificate with clearance effects or, in the event that the BIDDER is not registered, evidence of such status.

22.12.5. Proof of tax compliance with the National Treasury through submission of clearance certificate or liability certificate with clearance effects for debts concerning federal taxes and court collectible debts recorded with the Federal Government comprising the taxes administered by the Brazil's Federal Revenue Service ("RFB"), the Court Collectible Debt recorded with the Federal Government administered by the Office of the Attorney-General of the Brazilian National Federal Treasury Department ("PGFN"), and the social contributions provided for in subsections "a" to "d" of the sole paragraph of Article 11, of the Law no. 8.212/91;

22.12.6. Certificate of compliance with the Government Severance Indemnity Fund for Employees ("FGTS");

22.12.7. Labor Debt Clearance Certificate (“CNDT”), or Liability Certificate with the same effects of the CNDT.

Representations

22.13. BIDDERS shall also make the following representations according to the respective forms included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORMS to this PUBLIC NOTICE FOR BID:

22.13.1. Representation that it is compliant with the Ministry of Labor, in compliance with the prohibitions set forth in Article 7, subsection XXXIII, of the Federal Constitution, namely, prohibition to night shift, hazardous or unhealthful to people under eighteen years old and any kind of work to people under sixteen years old, except as apprentice, from fourteen years old;

22.13.2. Representation that it has become aware of all local information and conditions for compliance with the liabilities subject matter of this BID; and

22.13.3. Representation as for the nonexistence of fact that would prevent it from taking part in the BID.

23. PARTICIPATION THROUGH CONSORTIUM

23.1. The ELIGIBILITY DOCUMENTS shall be individually confirmed by each of the consortium members integrating the BIDDER, it being understood that, with respect to the demands for Technical Qualification, they may be met by either consortium member, provided that the conditions set forth in specific chapter are complied with.

23.2. Further to other documents required by the PUBLIC NOTICE FOR BID, the BIDDER’s participation through CONSORTIUM is conditioned to the submission of instrument of organization of CONSORTIUM or commitment to organize SPE, subscribed by the consortium members, including, at least, the following information:

23.2.1. the consortium’s name;

23.2.2. the purposes of the consortium, only as regards the participation in the BID;

23.2.3. information of the interest’s percentage of the consortium members in the consortium;

23.2.4. information of the consortium leader;

23.2.5. the granting of full powers to the leader of the consortium for representing the consortium members, whether as party plaintiff and defendant, in and out of courts, in all acts connected with the BID, with authority to take liabilities in behalf of the consortium;

23.2.6. representation of co-liability by the consortium members for acts performed in the BID; and

23.2.7. commitment that, should it be the winner of the BID, its consortium members shall organize a SPE, according to the Brazilian laws, as a joint stock company, with headquarters in the Municipality of Rio Branco, and with specific administrative, accounting and fiscal structure.

23.3. The ineligibility or disqualification, as the case may be, of any consortium member shall automatically give rise to the CONSORTIUM's and each consortium member's ineligibility or disqualification.

23.4. In the event of CONSORTIUM organized among Brazilian and foreign legal entities, the leadership shall be obligatorily exercised by the Brazilian entity.

23.5. The inclusion, substitution, withdrawal, removal or alteration of the participation of any consortium member shall not be admitted from the submission of the envelopes to the execution of the AGREEMENT.

24. PARTICIPATION OF FOREIGN BIDDERS

24.1. Foreign BIDDERS shall provide all documents equivalent to the documentation required from the national BIDDERS and, additionally, the following documents:

- a) power of attorney granted to legal representative in Brazil, with express powers to receive summons and answer for its actions before administrative tribunals and legal courts, pursuant to form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORMS;
- b) representation of subjection to the laws of the Federative Republic of Brazil and waiver of any claim through diplomatic channels, pursuant to form included in EXHIBIT II – LETTERS AND REPRESENTATIONS FORMS, and
- c) submission of authorization Decree in the event of foreign legal entity operating in the Country, and act of registration or operation permit issued by relevant body, when the activity so requires.

24.2. The foreign BIDDERS may, for eligibility purposes, submit documents from its main offices or respective branches equivalent to those requested for the eligibility of Brazilian legal entities, which comply with the legal requisites in the country where the foreign BIDDER is organized.

24.3. In the event that there are no equivalent documents in respective countries of origin suitable to meet the requirements provided for in this PUBLIC NOTICE FOR BID, the foreign BIDDERS shall submit representation stating such fact.

CHAPTER V – ANALYSIS AND JUDGMENT PROCEDURE

25. BID REFERENCE TIME SCHEDULE

25.1. The reference time schedule below is a mere indication, so it may be altered so as to partially or totally impact the dates foreseen.

Events	Event Description	Dates
1	Publishing of the PUBLIC NOTICE FOR BID	[●]
2	Deadline for scheduling technical visit	[●]
3	Deadline for submission of Request for Clarification	[●]
4	Deadline for carrying out technical visit	[●]
5	Deadline for answers to clarifications	[●]
6	Deadline of the term for NON-BIDDER to challenge the PUBLIC NOTICE FOR BID	[●]
7	Deadline of the term for BIDDER to challenge the PUBLIC NOTICE FOR BID	[●]
8	Bid opening session: Receipt, by B3 and the BID COMMITTEE, of the volumes of the PROPOSAL GUARANTEE; (ii) COMMERCIAL PROPOSAL; and (iii) ELIGIBILITY DOCUMENTS.	45 days after the publishing of the PUBLIC NOTICE FOR BID
9	Disclosure of the result of the analysis of the PROPOSAL GUARANTEE and the BIDDERS capable to take part in the BID Public Session.	[●]
10	Public Session for opening the VOLUME 2 of BIDDERS the PROPOSAL GUARANTEES of which had been accepted. Classification of COMMERCIAL PROPOSALS and conduction of the open outcry auction	[●]
11	Publishing, on the website, of the COMMERCIAL PROPOSALS, as well as of its classification order.	[●]
12	Public Session for opening VOLUME 3	[●]
13	Publishing of the Judgment Minutes of the BID.	[●]
14	Deadline of the term for visits and for filing appeals.	[●]
15	Communication of the filing of appeals to possible BIDDERS and opening of term counting for challenging the appeals.	[●]
16	Deadline of the term for challenging appeals.	[●]
17	Publishing of the judgment of appeals.	[●]
18	Adjudication of the subject matter of the BID to the WINNING BIDDER and homologation of the Result of	[●]

	the BID by the STATE.	
19	Deadline for confirmation of the meeting, by the WINNING BIDDER, of the conditions precedent to the execution of the AGREEMENT, as informed in CHAPTER VI of the PUBLIC NOTICE FOR BID.	[•]
20	Date provided for the execution of the AGREEMENT.	[•]

26. BID OPENING SESSION

26.1. On the VOLUME RECEIPT DATE, the BIDDERS shall deliver, at B3 headquarters, the VOLUME 1 – PROPOSAL GUARANTEE and Accreditation Documents, the VOLUME 2 – COMMERCIAL PROPOSAL; and the VOLUME 3 – ELIGIBILITY DOCUMENTS for each of the LOTS it intends to take part in.

26.2. At the bid’s opening session, all of the BIDDERS’ VOLUME cases shall, still closed, be initialed by the members of the BID COMMITTEE and the BIDDERS’ representatives present thereat.

26.3. Promptly upon, the BID COMMITTEE shall cause the opening of VOLUME 1, which contains the PROPOSAL GUARANTEES, when their compliance with the requirements set forth in this PUBLIC NOTICE FOR BID shall be verified.

26.4. The BID COMMITTEE shall analyze the compliance and effectiveness of the PROPOSAL GUARANTEES submitted, supported by B3, and shall decide on the BIDDERS’ suitability.

26.5. The decision to accept or not the documents included in VOLUMES 1 shall be published at the web portal [•], according to the reference time schedule.

27. OPENING, EXAMINATION and JUDGMENT OF COMMERCIAL PROPOSALS

27.1. On the date provided for, the VOLUMES 2 containing the BIDDERS’ COMMERCIAL PROPOSALS that had their PROPOSAL GUARANTEES accepted shall be opened, and the Director of the Public Session shall cause the examination thereof, in the name of the BID COMMITTEE, the reading and classification of the COMMERCIAL PROPOSALS included therein, as well as the initiation of open outcry auctions, according to the rules set out hereafter.

27.2. The following COMMERCIAL PROPOSALS shall be disqualified:

27.2.1. when submitted at variance of the form included in EXHIBIT III – COMMERCIAL PROPOSAL FORM to this PUBLIC NOTICE FOR BID, or when they not contain all documents required by the PUBLIC NOTICE FOR BID;

27.2.2. when having erasures, stains, implied senses or language making difficult the accurate understanding of the statement;

27.2.3. when having amendments, qualifications or omissions;

27.2.4. when implying offer subject to condition or term not provided for in this PUBLIC NOTICE FOR BID;

27.2.5. when documents are not signed by authorized person or are not accompanied by supporting documents for execution and/or representation powers; or

27.2.6. when they have other defects capable to compromise its validity.

27.3. The ranked BIDDERS shall be those the COMMERCIAL PROPOSAL of which meet all requirements set forth in the laws in force and are also subject to the conditions and terms provided for in this PUBLIC NOTICE FOR BID.

27.4. In the event that B3 receives proposal from one ranked BIDDER only, it shall be deemed fit for the eligibility phase, should its COMMERCIAL PROPOSAL meet the requirements of this PUBLIC NOTICE FOR BID.

27.5. Upon analysis of the COMMERCIAL PROPOSALS, the BID COMMITTEE shall rank them in decreasing order in relation of the discounts offered on the REFERENCE RATE, therefore, the first ranked shall be the COMMERCIAL PROPOSAL offering the highest discount on the REFERENCE RATE.

27.6. After the COMMERCIAL PROPOSALS are ranked, should there be more than one COMMERCIAL PROPOSAL valid, the open outcry auction step shall be held among such BIDDERS.

27.7. In the event that the open outcry auction bid is initiated and no bids are made, the COMMERCIAL PROPOSAL initially ranked in the first place shall be the best ranked proposal.

27.7.1. The open outcry auction bids shall meet the following requisites to be deemed valid:

(a) each bid shall increase the discount on the REFERENCE RATE having the highest amount at the moment when the bid was made, so intermediary bids are not accepted; and

(b) shall respect the minimum variation amount to be established by the Director of the Session, according to decision by the BID COMMITTEE, which variation shall have as reference the highest COMMERCIAL PROPOSAL offered up to then.

27.7.2. The maximum time between the bids shall be ten (10) minutes.

27.7.3. Should no BIDDER announce new proposal within the term determined by the DIRECTOR OF THE SESSION for new bids to be made, the winning proposal of the BID shall be that with the best bid offered up to then.

27.8. At the end of the open outcry auction step, should it be held, the Director of the Session shall announce the final rank order for the BIDDERS, in decreasing order in relation to the amount of discounts offered on the REFERENCE RATE.

27.9. Immediately upon the end of the open outcry auction step, the BIDDERS that took part in said bidding procedure shall ratify their final bids by executing ratification sheet issued by the BID COMMITTEE, through the signature of the respective accredited representatives.

27.9.1. COMMERCIAL PROPOSALS shall not be ratified in the event that there is no open outcry auction step.

27.10. The BIDDER offering the highest discount on the REFERENCE RATE shall be ranked as first place.

27.11. In the event of tie between two or more COMMERCIAL PROPOSALS, the BID COMMITTEE shall verify the meeting of the preferences set forth in the subsections of § 2, of Article 3, of the Federal Law number 8.666/1993, and should the tie remains, they shall be ranked through lottery to be held at the same session, under § 2, of Article 45, of the Federal Law number 8.666/1993.

27.12. The rank of the COMMERCIAL PROPOSALS shall be published at the web portal [•], under the time schedule.

27.13. All acts performed at the BID's public session shall be drawn up in minutes to be executed by the accredited representatives of the BIDDERS attending the session, and by the BID COMMITTEE.

28. OPENING, EXAMINATION AND JUDGMENT OF ELIGIBILITY DOCUMENTS

28.1. On the date provided for, the VOLUME 3, containing the ELIGIBILITY DOCUMENTS of the BIDDER ranked first, shall be opened so as to check the compliance with the eligibility requirements included in this PUBLIC NOTICE FOR BID.

28.2. Upon checking the compliance with the requirements included in the PUBLIC NOTICE FOR BID, the BIDDER shall be declared winner, and the object shall be awarded thereto upon completion of the appealing phase.

28.3. In the hypothesis of noncompliance with the eligibility requirements by the ranked BIDDER, the winner of the bid shall be the BIDDER, which, according to the ranking order, meets such requirements.

28.4. Under § 3, of Article 48, of the Federal Law no. 8.666/93, when all BIDDERS are ineligible or disqualified, the BID COMMITTEE may fix an eight (8)-business day term for submission of new documentation or new proposals free from ineligibility or disqualification causes for each BIDDER.

29. APPEALS

29.1. The BIDDERS may appeal against the examination and analysis of the PROPOSAL GUARANTEES, examination and judgment of the COMMERCIAL PROPOSALS, and the examination and judgment of the ELIGIBILITY DOCUMENTS in sole appealing phase, which commence after the WINNING BIDDER is declared.

29.2. Appeal may be lodged on the decisions of the BID COMMITTEE made in any of the acts mentioned in items 26, 27 and 28, after the publishing of the judgment minutes for the BID, under the time schedule, and on the provisions in Article 109 of the Federal Law number 8.666/93, which may be sent to the email [•], or filed at the headquarters of [•], from Monday to Friday, from [•] to [•].

29.3. The appeal shall be filed up to five (5) business days from the date when the minutes for the judgment of the BID declaring the WINNING BIDDER is published, and its contents may address any decision issued in the transaction of this bidding procedure.

29.4. Appeals sent by mail or fax shall not be accepted.

29.5. After the appeal is lodged, such lodging shall be informed to the other BIDDERS, which may challenge the appeal within a five (5)-business day term.

29.6. The appeal shall be addressed to the BID COMMITTEE, which may review its decision within a five (5)-business day term or, in that very term, send to relevant higher level authority to judge it, who shall issue decision within a five (5)-business day term from the receipt of the appeal, subject to penalty of liability.

29.7. The case records of the proceeding shall be open for examination by the interested BIDDERS from the date when the minutes of the judgment is published, under the time schedule.

29.8. After the judgment of the possible appeals is finished, the result shall be disclosed at the website [•], and published in the [•] Official Gazette, and no appeal on decision of the relevant highest authority shall be applicable.

29.9. The result of the BID shall be submitted by the BID COMMITTEE to the highest authority with jurisdiction for homologation and adjudication of the object of CONCESSION.

CHAPTER VI – CONDITIONS FOR FORMALIZATION OF THE AGREEMENT

30. CALL FOR EXECUTION OF THE AGREEMENT

30.1. Once the object of the BID is awarded, the WINNING BIDDER shall be called for, within a sixty (60)-day term from the call, complying with the formalities required, described in the following

sections, enabling the PUBLIC UTILITY to enter into the AGREEMENT, subject to have lapsed its right to be contracted, without prejudice to application of fine provided for in item 20.10.3., and application of the penalties provided for in Article 81 of the Federal Law number 8.666/1993.

30.2. At the end of the term informed in item 30.1, the WINNING BIDDER shall provide the CONTRACTING PARTY with:

30.2.1. Documents concerning the organization of the SPE, to wit:

30.2.1.1. Certificate of the relevant board of trade;

30.2.1.2. Certificate of registration with the Brazilian National Directory for Legal Entities of the Ministry of Finance (“CNPJ/MF”);

30.2.1.3. Bylaws;

30.2.1.4. Stockholders’ agreement or comparable document, if any;

30.2.1.5. In the hypothesis of individual BIDDER, statement that the SPE is a wholly owned subsidiary, under the Corporation Law;

30.2.2. Description of the equity holding and management structure for the SPE, including:

30.2.2.1. description of the types of stocks;

30.2.2.2. stockholders and respective interests per type of stock;

30.2.2.3. information on the corporate member roster of the SPE, as applicable, and the holding companies thereof, as established in the draft of the AGREEMENT;

30.2.2.4. stockholders’ agreements of the SPE, when applicable;

30.2.2.5. identification of the main managers, including their respective résumés;

30.2.2.6. description of the corporate governance principles adopted in the SPE management; and

30.2.2.7. identification of the AFFILIATES, as defined in the draft of the AGREEMENT.

30.2.3. Confirmation of subscription and pay-up of the SPE’s capital stock, comprising:

30.2.3.1. minimum share capital, in the amount of, at least, R\$ 20,000,000.00 (twenty million Brazilian *Reais*); and

30.2.3.2. additional minimum share capital calculated in accordance with subitem 30.7.

30.2.4. Contracting of the AGREEMENT PERFORMANCE BOND under this PUBLIC NOTICE FOR BID and the AGREEMENT;

30.2.5. Confirmation of payment, by the WINNING BIDDER, of the refund ought to BNDES under item 333;

30.2.6. Confirmation of payment, by the ACCREDITED PLAYER representing the WINNING BIDDER, of compensation ought to B3, corresponding to [●] (R\$ [●]), under EXHIBIT V – B3 PROCEDURE MANUAL;

30.2.7. Confirmation of selection of arbitration chamber in charge of arbitration procedure for the AGREEMENT, among the chambers listed below:

- i. Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada (“CAM/CCBC”);
- ii. Brazilian Center for Mediation and Arbitration (“CBMA”);
- iii. Fundação Getúlio Vargas (“FGV”) Chamber for Mediation and Arbitration;
- iv. Corporate Chamber for Mediation and Arbitration – Brazil (“CAMARB”).

30.2.8. Confirmation that, in the SPE’s management structure, at least, senior executive offices equivalent to (i) chief operating officer or higher, and (ii) operating superintendent shall be held by professionals having experience in performing top management offices and functions comparable to those to be performed thereby for period equal or over sixty (60) months in private corporation in charge of the operation of the water distribution and household collection and sewage treatment systems, including direct service to population of, at least, one hundred thousand (100,000) inhabitants.

30.2.9. Should the administrative structure of the SPE contemplate the offices of chief operating officer or superintendent officer specifically in charge of the operations of systems for (i) water distribution or (ii) household collection and sewage treatment, it shall be allowed that the experiences addressed in item 30.2.8, to be confirmed for each professional, refer only to the services actually under his/her responsibility in the scope of the SPE.

30.2.10. The sum of experiences is allowed for purposes of confirmation of the time period provided for in item 30.2.8, which may refer to continued periods or not.

30.2.11. The experiences referred to in item 30.2.8 may be confirmed:

- 30.2.11.1. through certificates of technical capacity duly registered with the relevant professional entity, as the case may be, and issued by private or public corporations or relevant regulation and/or control bodies; or

30.2.11.2. through sufficient documents unequivocally demonstrating the experiences required.

30.3. Once the requirements included in item 30.2 are complied, the SPE shall be called by the CONTRACTING PARTY for, within no more than five (5) business days, executing the AGREEMENT.

30.4. The terms provided for in subitem 30.1 and 30.3 may be extended for equal period if it is so requested by the WINNING BIDDER during their elapsing and provided that it arises therefrom justified reason accepted by the CONTRACTING PARTY.

30.5. The CONTRACTING PARTY is hereby authorized, when the SPE or the WINNING BIDDER fail to comply with the formalities provided for in item 30.2, within the term set forth or when the SPE fails to appear to execute the AGREEMENT within the term and conditions established, to convene the remaining BIDDERS in their ranking order and, in the event of compliance with the requirements included in the PUBLIC NOTICE FOR BID, organize a SPE in equal term and in the conditions of the COMMERCIAL PROPOSAL of the first ranked.

30.6. The AGREEMENT shall be entered into by and between the CONTRACTING PARTY and the SPE, having the REGULATORY AGENCY as consenting party.

30.7. The additional minimum share capital will be calculated based on the discount percentage presented in relation to the REFERENCE RATE.

30.7.1. The SPE will be required to pay additional minimum share capital only if the discount exceeds 10% (ten percent) of the REFERENCE RATE.

30.7.2. The additional minimum share capital to be subscribed and paid in before the CONTRACT is signed will be calculated according to the following methodology:

30.7.2.1. Additional contribution of R\$ 1,800,000.00 (one million and eight hundred thousand Brazilian *Reais*) for each percentage point of negative goodwill above 10% of the REFERENCE RATE;

30.7.2.2. In the case of non-integer negative goodwill, the additional contribution amount will be calculated proportionately, respecting the established in subitem 30.7.2.1.

31. THE PUBLIC UTILITY

31.1. For the execution of the AGREEMENT, the WINNING BIDDER shall organize a SPE in compliance with the Brazilian laws, with headquarters at [●].

31.2. Should the WINNING BIDDER be an individual BIDDER, the special purpose company shall be its wholly-owned subsidiary.

31.3. In the event of CONSORTIUM, the WINNING BIDDER shall organize the PUBLIC UTILITY according to the equity holding composition provided in the instrument for organization of consortium or commitment to organize consortium provided in the BID.

31.4. The PUBLIC UTILITY's actual control shall be exercised by the company or group of companies bound by voting agreement, holding partner's rights permanently assuring thereto the majority of votes in resolutions of the general meeting and the power to elect the majority of managers of the company, and actually using its power to direct the corporate activities and guide the operation of the company's bodies, as provided for in Article 116 of the Federal Law number 6.404/76.

31.5. The PUBLIC UTILITY organized by the WINNING BIDDER shall be a joint stock company, and shall have as sole purpose the provision of the SERVICES and the exploitation of sources of ADDITIONAL REVENUES and related activities, so as to make its compliance feasible.

31.6. The term of the PUBLIC UTILITY shall correspond to the term required for compliance with all of its liabilities provided for in the AGREEMENT.

32. AGREEMENT PERFORMANCE BOND

32.1. So as to assure the strict compliance with the liabilities to be taken by the PUBLIC UTILITY in reason of the AGREEMENT, within the term informed in item 30.1, the PUBLIC UTILITY shall submit to the CONTRACTING PARTY the confirmation that it has posted the AGREEMENT PERFORMANCE BOND, to be provided as follows:

i. in the first six (6) years of the AGREEMENT performance, the AGREEMENT PERFORMANCE BOND shall be R\$ 215,086,420.07 (two hundred and fifteen million, eighty-six thousand, four hundred and twenty Brazilian *Reais* and seven cents).

ii. after the elapsing of the sixth (6th) year of performance of the AGREEMENT, and up to the end of the twelfth (12th) year of performance of the AGREEMENT, the amount of the AGREEMENT PERFORMANCE BOND shall be R\$ 107,543,210.03 (one hundred and seven million, five hundred and forty-three thousand, two hundred and ten Brazilian *Reais* and three cents).

iii. after the elapsing of the thirteenth (13th) year of performance of the AGREEMENT, and up to the end of the thirtieth (30th) year of effectiveness of the AGREEMENT, the amount of the AGREEMENT PERFORMANCE BOND shall be R\$ 32,262,963.01 (thirty-two million, two hundred and sixty-two thousand, nine hundred and sixty-three Brazilian *Reais* and one cent).

iv. after the elapsing of thirty-first (31st) year of performance of the AGREEMENT, and up to the end of the AGREEMENT effectiveness, the amount of the AGREEMENT PERFORMANCE BOND shall be R\$ 215.086.420,07 (two hundred and fifteen million, eighty-six thousand, four hundred and twenty Brazilian *Reais* and seven cents).

32.2. The AGREEMENT PERFORMANCE BOND shall have the CONTRACTING PARTY as beneficiary, which shall be provided in one of the following forms, under Article 56 of the Federal Law no. 8.666/93:

32.2.1. cash bond, in the Country's currency;

32.2.2. treasury bonds, which shall be issued in book-entry form, through registration with centralized system for settlement and custody authorized by Banco Central do Brasil and appraised according to their economic values, as defined by the Ministry of Finance;

32.2.3. surety bond; or

32.2.4. bank guarantee.

32.3. When the AGREEMENT PERFORMANCE BOND is provided in the form of treasury bonds, only Prefixed National Treasury Bills ("LTN"), Selic-Indexed Treasury Financial Bills ("LFT"), IPCA-Indexed National Treasury Notes – B Series - Principal ("NTN-B Principal"), IPCA-Indexed + Semiannual Coupon National Treasury Notes – B Series ("NTN-B"), or Prefixed Semiannual Coupon National Treasury Notes – F Series ("NTN-F") shall be accepted, which shall be issued in their book-entry form, through registration in centralized system for settlement and custody authorized by Banco Central do Brasil, and appraised according to their economic values, as defined by the Ministry of Finance.

32.4. In the hypothesis of provision in national currency or treasury bonds, the PUBLIC UTILITY shall create bank guarantee, expressed in original document, addressed to the CONTRACTING PARTY, dated and signed by custodian financial institution for the bonds given as guarantee, which shall include:

32.4.1. the pecuniary amount of the bond or of said treasury bonds, clearly identified, shall be fiducially transferred to the CONTRACTING PARTY as security for the compliance with the PUBLIC UTILITY's liabilities in the AGREEMENT;

32.4.2. the identification of the fiducially transferred bonds, clarifying that they are bonds regulated by the Federal Law number 10.179/01; and

32.4.3. that the CONTRACTING PARTY may enforce the bond in the conditions provided for in the AGREEMENT.

32.5. In the case of bank guarantee, it shall include specific waiver clause, by the guarantor, to the benefit of order mentioned in Article 827 of the Civil Code, which is binding thereon along with the BIDDER, in compliance with the provisions in Articles 835 and 838 of the Civil Code and the conditions in the form included in the AGREEMENT.

32.6. When surety bond, the original or digital copy of the policy shall be provided, duly certified, or even its second copy issued on the CONTRACTING PARTY's behalf, provided by insurance company

registered with the Superintendency of Private Insurance (“SUSEP”), in compliance with the conditions set out in the form included in the AGREEMENT.

32.7. The AGREEMENT PERFORMANCE BOND offered may not have any kind of qualification or conditions that may make it harder or prevent its performance, or which may leave doubts as for the soundness of the guarantee offered.

32.8. All expenses arising out of the AGREEMENT PERFORMANCE BOND shall be borne by the PUBLIC UTILITY and its stockholders, as the case may be.

33. REFUND OF THE STUDIES TIED TO THE CONCESSION

33.1. Within the term set out in item 30.1, the WINNING BIDDER shall confirm respective payment to Banco Nacional do Desenvolvimento Econômico e Social - BNDES, to be made through XXX, in the account XXX, in the amount of [●] (R\$ [●]) of refund for the conduction of studies related to the CONCESSION, in compliance with the provisions in item 32.2. The amounts shall be restated according to the IPCA disclosed by IBGE or, in the lack thereof, to another official inflation index, from 11/16/2017, under Agreement number 17.2.0030.3, entered into by and between BNDES and the STATE, published on [●], in the STATE Official Gazette, grounded on Article 21 of the Federal Law number 8.987/95.

33.2. Within the term set out in item 30.1, the WINNING BIDDER shall confirm the payment to Banco Nacional do Desenvolvimento Econômico e Social - BNDES, to be made through XXX, in the account XXX, in the amount of [●] (R\$ [●]) of compensation for the conduction of the studies related to the CONCESSION; The amounts shall be restated according to the IPCA disclosed by IBGE or, in the lack thereof, another official inflation index, from 11/16/2017, under Agreement number 17.2.0030.3, entered into by and between BNDES and the STATE, published on [●], in the STATE Official Gazette, grounded on Article 21 of the Federal Law number 8.987/95.

CHAPTER VIII – FINAL PROVISIONS

34. NOTICES

34.1. All notices concerning the BID, given to the BID COMMITTEE, shall be considered as delivered on the date of its receipt by the addressee, except for those received after 06:00 p.m., including, in the event of notices given through email, which shall be considered as received on the business day immediately subsequent.

34.2. All notices connected with the BID, given to the BID COMMITTEE, shall be written in Brazilian Portuguese.

34.3. For the purposes of this BID, representations, requests for clarifications, challenges and any other documents digitally signed with digital certification in Brazil’s Public-Key Infrastructure (“ICP Brasil”) standard shall be accepted.

35. TERM COUNTING

35.1. In the term counting addressed in this PUBLIC NOTICE FOR BID, the beginning date shall be excluded and the expiration day shall be included, which shall be considered as consecutive days, unless when explicitly provided for otherwise.

35.2. Terms are only initiated and expired on business days for the CONTRACTING PARTY.

36. MISCELLANEOUS

36.1. In the event of refusal by the WINNING BIDDER to execute the AGREEMENT, the remaining BIDDERS may be called, in ranking order, to do so in equal term and conditions than those of the COMMERCIAL PROPOSAL of the winning BIDDER, pursuant to § 2, of Article 64, of the Federal Law number 8.666/193, in which hypothesis they shall have their eligibility documents analyzed, in compliance with the provisions set forth in item 28.5 of this PUBLIC NOTICE FOR BID.

36.2. Disputes arising out of the application of this PUBLIC NOTICE FOR BID, as well as *casus omissus*, shall be solved by the BID COMMITTEE or, upon adjudication of the object of the BID, by the STATE, in compliance with the relevant laws.

36.3. After the adjudication of the object of the BID up to the execution of the AGREEMENT, the CONTRACTING PARTY is reserved the right to solve any and all individual case not provided for in this PUBLIC NOTICE FOR BID and everything else, which, in any manner whatsoever, is directly or indirectly connected with its object.

36.4. The terms provided for in this PUBLIC NOTICE FOR BID, as well as the clauses and conditions of the AGREEMENT and those included in the others exhibits thereto are complementary to each other, so one document shall refer to the other in the case of doubts or omission, and the construction rules provided for in the AGREEMENT shall be observed.

36.5. The BID referred to in this PUBLIC NOTICE FOR BID may be postponed, revoked for reasons of public interest, as consequence of supervening fact duly confirmed, or annulled, without any kind of indemnification to be due to the BIDDERS for such reasons, according to Article 49 of the Federal Law number 8.666/93.

[place, date]

ANNEXES TO THE INTERNATIONAL BID BOOK No. [•]

**REGIONALIZED CONCESSION OF PUBLIC SERVICES OF WATER SUPPLY AND SANITARY SEWAGE
PROVIDED IN THE STATE OF AMAPÁ**

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ANNEX I - CONTRACT DRAFT AND ANNEXES
(separate document)

ANNEX II - MODEL OF LETTERS AND STATEMENTS

A - Accreditation letter model

To

Chairman of the Bidding Committee

Re.: International Bid Book No. [●]/[●]

By this instrument, [●] (*bidder*), [*qualification*], hereinafter referred to as "Grantor", appoints and constitutes as its attorneys Messrs. [●], [*qualification*], accrediting them to, jointly or separately, regardless of the order of appointment, to perform the necessary acts throughout the bidding event of International Bid No. [●]/[●], including to:

- a) Represent the Grantor in the public bidding sessions and in all other acts of the bidding process;
- b) Sign and initial documents during public sessions;
- c) Offer open outcries;
- d) File appeals, submit the appeal brief and appellee's brief and waive the right to appeal;
- e) Represent the Grantor in the defense of its interests in the administrative scope during the bidding procedure;
- f) Receive communications on behalf of the Grantor, relating to this bid;
- g) Accompany the other representatives of the Grantor in the technical visits to the locations of the rendered service.

This accreditation shall be valid until the end of International Bid Procedure No. [●]/[●].

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]

By its legal representative

ID card No. [●]

CPF/MF under No. [●]

B - Model of request for clarifications

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

The (*bidder/citizen*), forwards in this opportunity the following request for clarification regarding the bid book in reference:

Clarification number	Bid book Item	Clarification requested
[...]	Insert the item of the Bid book that relates to the clarification requested.	Clearly and objectively expose the desired clarification in form and question.
[...]	Insert the item of the Bid book that relates to the clarification requested.	Clearly and objectively expose the desired clarification in form and question.

[PLACE], [DATE].

[SIGNATURE]

[BIDDER/CITIZEN]
Person in charge: [●]
Contact data: [●]

C - Model of Power of Attorney

Model No. 01 - BIDDER POWER OF ATTORNEY

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], in accordance with its articles of incorporation, presents power of attorney for its representation.

By this power of attorney, the [Bidder], [qualification], hereinafter referred to as "Grantor", appoints and constitutes its attorneys, Messrs. [●], [qualification], jointly or separately, regardless of the order of appointment, to perform the following acts in the Federative Republic of Brazil, in and out of court:

- a) represent the Grantor before any governmental entities, agencies or departments, publicly held or closed companies and any government agencies, including the Bidding Committee and B3 S.A., to establish and maintain understandings with such entities, agencies, bodies or departments, to receive service of process, notification and subpoena of any nature, to request and/or promote consultations, to request certificates and other documents and to perform the necessary acts during the performance of the bidding event described in the International Bid Book No. [●]/[●], including to appeal and waive the right to appeal;
- b) take commitments and/or obligations on behalf of the Grantor and anyway hire, perform agreements, waive rights, give and receive discharge on behalf of the Grantor;
- c) represent the Grantor in the defense of its interests in court, in any instance and before any Court or Tribunal, including by hiring lawyers, with special powers to confess, compromise, waive, make agreements, receive acquittance and discharge;
- d) receive service of process; and
- e) in their discretion, to delegate, in whole or in part, with the reservation of powers, any of the powers conferred herein, under such conditions as it may deem or consider appropriate.

This power of attorney shall be valid until the end of International Bid Procedure No. [●]/[●].

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]

By its legal representative
ID card No. [●]
CPF/MF under No. [●]

Model No. 02 - POWER OF ATTORNEY OF BIDDER IN CONSORTIUM

To

Chairman of the Bidding Committee

Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], in accordance with its articles of incorporation, presents power of attorney for its representation.

By this power of attorney, the [Bidder], [qualification], hereinafter referred to as "Grantor", appoints and constitutes its attorneys, Messrs. [●], [qualification], jointly or separately, regardless of the order of appointment, to perform the following acts in the Federative Republic of Brazil, in and out of court:

- f) represent the Grantor before any governmental entities, agencies or departments, publicly held or closed companies and any government agencies, including the Bidding Committee and B3 S.A., to establish and maintain understandings with such entities, agencies, bodies or departments, to receive service of process, notification and subpoena of any nature, to request and/or promote consultations, to request certificates and other documents and to perform the necessary acts during the performance of the bidding event described in the International Bid Book No. [●]/[●], including to appeal and waive the right to appeal;
- g) take commitments and/or obligations on behalf of the Grantor and anyway hire, perform agreements, waive rights, give and receive discharge on behalf of the Grantor;
- h) represent the Grantor in the defense of its interests in court, in any instance and before any Court or Tribunal, including by hiring lawyers, with special powers to confess, compromise, waive, make agreements, receive acquittance and discharge;
- i) receive service of process; and
- j) in their discretion, to delegate, in whole or in part, with the reservation of powers, any of the powers conferred herein, under such conditions as it may deem or consider appropriate.

This power of attorney shall be valid until the end of International Bid Procedure No. [●]/[●].

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]

By its legal representative

ID card No. [●]

CPF/MF under No. [●]

Model No. 03 - POWER OF ATTORNEY FOR FOREIGN BIDDER

To

Chairman of the Bidding Committee

Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], in accordance with its articles of incorporation, presents power of attorney for its representation.

By this power of attorney, the [Bidder], [qualification], hereinafter referred to as "Grantor", appoints and constitutes its attorneys, Messrs. [●], [qualification], jointly or separately, regardless of the order of appointment, to perform the following acts in the Federative Republic of Brazil, in and out of court:

- k) represent the Grantor before any governmental entities, agencies or departments, publicly held or closed companies and any government agencies, including the Bidding Committee and B3 S.A., to establish and maintain understandings with such entities, agencies, bodies or departments, to receive service of process, notification and subpoena of any nature, to request and/or promote consultations, to request certificates and other documents and to perform the necessary acts during the performance of the bidding event described in the International Bid Book No. [●]/[●], including to appeal and waive the right to appeal;
- l) take commitments and/or obligations on behalf of the Grantor and anyway hire, perform agreements, waive rights, give and receive discharge on behalf of the Grantor;
- m) represent the Grantor in the defense of its interests in court, in any instance and before any Court or Tribunal, including by hiring lawyers, with special powers to confess, compromise, waive, make agreements, receive acquittance and discharge;
- n) receive service of process; and
- o) in their discretion, to delegate, in whole or in part, with the reservation of powers, any of the powers conferred herein, under such conditions as it may deem or consider appropriate.

This power of attorney shall be valid until the end of International Bid Procedure No. [●]/[●].

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]

By its legal representative

ID card No. [●]

CPF/MF under No. [●]

D - Model of presentation letters of proposal guarantee

Model No. 01 - PRESENTATION LETTER OF PROPOSAL GUARANTEE IN THE MODALITY CASH SECURITY

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], holder of ID card No. [●] and enrolled with CPF/MF under No. [●], in accordance with its articles of incorporation, presents proof of deposit in the amount of BRL [●] ([●] Brazilian Reais), in the Current Account No. [●], branch No. [●], bank [●], performed on [●], in compliance with the bid book requirement to participate in the bidding procedure.

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [●]
CPF/MF under No. [●]

**Model nº 02 - PRESENTATION LETTER OF THE BIDDER'S PROPOSAL GUARANTEE IN THE MODALITY
GOVERNMENT DEBT SECURITY**

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered [●], in the city of [●], State of [●], enrolled with CNPJ No. [●], hereby represented by [●], bearer of ID card No. [●] and enrolled with CPF/MF under No. [●], in accordance with its articles of incorporation, presents the documents representing the transfer of public securities in GUARANTEE to the State of Amapá, according to applicable legislation

In compliance with the BID BOOK, the documents attached hereto [*indication of securities*] were issued in the book-entry form, through registration in a centralized settlement and custody system authorized by the Central Bank of Brazil and evaluated by their economic values, as defined by the Ministry of Finance, and are equivalent to the total of BRL [●] (in words), in compliance with the bid book requirement to participate in the bidding.

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [●]
CPF/MF under No. [●]

Model No. 03 - PRESENTATION LETTER OF THE BIDDER'S PROPOSAL GUARANTEE IN THE BANK GUARANTEE MODALITY

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], bearer of ID card No. [●] and enrolled with CPF/MF under No. [●], in accordance with its articles of incorporation, presents BANK GUARANTEE LETTER, in compliance with the bid book requirement to participate in the bidding procedure, by which:

1. The Bank [●], headquartered at [●], enrolled with CNPJ/MF under No. [●], hereinafter referred to as "Guarantor", directly by itself and possible successors, undertakes before [●] as a joint guarantor of [●], headquartered at [●], enrolled with CNPJ/MF under No. [●], hereinafter referred to as "Secured Party", with express waiver of the rights provided in Articles 366, 827, 835, 837, 838 of Law No. 10.406, dated January 10, 2002 (Brazilian Civil Code), for the faithful compliance with all obligations assumed by the Secured Party in the bidding procedure described in the International Bid Book No. [●]/2020, which terms, provisions and conditions the Guarantor expressly declares to know and accept.
2. The Guarantor undertakes to pay the State of Amapá the total amount of BRL [●] ([●]), without limitation, fines, interest, restatement and other arrears charges, if the Secured Party (I) fails to comply with any of its obligations under the Law or BID BOOK, including the obligation to, if convened, sign the respective CONCESSION AGREEMENT within the period established in the BID BOOK and under the conditions offered, and (II) if the Secured Party withdraws from this BIDDING PROCEDURE after the analysis phase of the PROPOSAL GUARANTEE.
3. The Guarantor also undertakes, up to the amount established above, for the losses caused by the Secured Party, including, but not limited to the fines imposed on the BIDDER in the scope of the bidding event, undertaking to perform payments arising from these losses, when required from it, within the maximum period of 48 (forty-eight) hours, counted from the receipt, by the Guarantor, of the written bid book forwarded by the State of Amapá.
4. The Guarantor shall not claim any objection or opposition of the Secured Party or invoked by it for the purpose of excusing the fulfillment of the obligation assumed before the State of Amapá under the terms of this BANK GUARANTEE LETTER.

5. In the event that the State of Amapá enters into court to demand compliance with the obligation referred to in this BANK GUARANTEE LETTER, the Guarantor is obliged to pay the arbitration, judicial or extrajudicial expenses, observing the limit stipulated above.

6. The Bank Guarantee will be in force for a period of 180 (one hundred and eighty) days, counted from the date provided for the BIDDING Opening Session, according to the conditions mentioned in the BID BOOK.

7. The Guarantor declares that:

7.1. This BANK GUARANTEE LETTER is duly accounted, fully observing the regulations of the Central Bank of Brazil currently in force, in addition to complying with the provisions of the applicable Banking Legislation;

7.2. The signatories hereof are authorized to provide the Bank Guarantee on their behalf and under their responsibility; and

7.3. Its share capital is BRL [•] ([•] Brazilian Reais), and the Central Bank of Brazil is authorized to issue BANK GUARANTEE LETTERS, and that the value of this BANK GUARANTEE LETTER, in the amount of BRL [•] ([•] Brazilian Reais), is within the limits authorized by the Central Bank of Brazil.

Terms that have not been expressly defined in this BANK GUARANTEE LETTER shall have the meanings assigned to them in the BID BOOK.

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [•]
CPF/MF under No. [•]

Model No. 04 - PRESENTATION LETTER OF THE BIDDER'S PROPOSAL GUARANTEE IN THE SURETY BOND MODALITY

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], bearer of ID card No. [●] and enrolled with CPF/MF under No. [●], in accordance with its articles of incorporation, presents SURETY BOND, in compliance with the bid book requirement to participate in the bidding procedure, according to the policy attached hereto.

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [●]
CPF/MF under No. [●]

MINIMUM TERMS AND CONDITIONS OF THE SURETY BOND

1. POLICYHOLDER: [BIDDER]

2. INSURED PARTY: State of Amapá

3. INSURANCE PURPOSE, to be included in the Particular Policy Conditions: Ensure indemnification, in the minimum amount of BRL [●] ([●]), if the POLICYHOLDER (I) fails to comply with any of its obligations under the Law or BID BOOK, including the obligation, if summoned, to sign the respective CONCESSION AGREEMENT within the period established in the BID BOOK and under the conditions offered; (II), if the POLICYHOLDER comes to withdraw from this BIDDING PROCEDURE after the analysis phase of the PROPOSAL GUARANTEE; (III) in the case of application of penalties to the POLICYHOLDER in the Bidding Procedure scope.

4. INSTRUMENT: SURETY BOND policy issued by the INSURANCE COMPANY, duly incorporated and authorized to operate by the Private Insurance Superintendence - SUSEP, observing all terms of the SUSEP normative acts.

5. GUARANTEE AMOUNT: The SURETY BOND Policy shall provide for the amount of indemnity in the amount of BRL[●] ([●]).

6. TERM: The SURETY BOND policy must have a minimum term of 180 (one hundred and eighty) days from the scheduled date for the BIDDING PROCEDURE opening session, to be renewable in the cases provided in the BID BOOK.

7. GENERAL PROVISIONS: The SURETY BOND policy must contain the following additional provisions:

7.1. INSURANCE COMPANY statement that it knows and accepts the terms and conditions of the BID BOOK;

7.2. Statement by the INSURANCE COMPANY that it will pay the amounts established herein within a maximum period of 30 (thirty) days, counted from the delivery date of all documents necessary to the characterization and regulation of the claim; and

7.3. That, once the POLICYHOLDER's breach of the obligations covered by the SURETY BOND policy is confirmed, the INSURED PARTY will be entitled to require the due indemnity from the INSURANCE COMPANY.

Terms that have not been expressly defined herein shall have the meanings assigned to them in the BID BOOK.

E – Declaration models

Declaration No. 01: ABSENCE OF EQUIVALENT FOREIGN DOCUMENT

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], bearer of ID Card No. [●] and enrolled with CPF/MF under No. [●], pursuant to its articles of incorporation, declares, under the penalties of applicable legislation, that the documents indicated below required in the BID BOOK do not exist and have no equivalent in its country of origin.

Document required in the BID BOOK without equivalence in the country of origin	Bid Book item that requires the document

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [●]
CPF/MF under No. [●]

Declaration No. 02: ACKNOWLEDGMENT AND ACCEPTANCE OF THE BID BOOK TERMS AND ABSENCE OF IMPEDIMENT TO PARTICIPATE IN INTERNATIONAL BIDDING PROCEDURE No. [●]/[●]

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], bearer of ID Card No. [●] and enrolled with CPF/MF under No. [●], pursuant to its articles of incorporation, declares, under the penalties of applicable legislation, that:

(I) is fully aware and in accordance with all the terms provided for in the BID BOOK and its annexes, as well as with the other documents related to the PROCEEDING;

(ii) is not prevented from participating in contracting proceedings with the State of Amapá, which has not been declared disqualified and does not comply with any other sanction that prevents it from participating in this BIDDING PROCEDURE;

(iii) that it undertakes to report occurrence of any supervening facts related to the subject matter hereof.

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [●]
CPF/MF under No. [●]

Declaration No. 03: SUBMISSION TO BRAZILIAN LEGISLATION

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], bearer of ID card No. [●] and enrolled with CPF/MF under No. [●], pursuant to its articles of incorporation, declares, for the proper purposes, its formal and express submission to Brazilian legislation and full waiver of claim, for any factual or legal reasons, by diplomatic means.

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [●]
CPF/MF under No. [●]

Declaration No. 04: INDEPENDENCE IN THE FORMULATION OF THE PROPOSAL

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], bearer of ID Card No. [●] and enrolled with CPF/MF under No. [●], pursuant to its articles of incorporation, declares, under the penalties of applicable legislation, that:

(i) to know the tiebreaker criteria set out in Article 45, Second Paragraph and Article 3, Second Paragraph, of Law No. 8.666/93; and

(ii) that it had prepared its proposal independently;

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [●]
CPF/MF under No. [●]

**Declaration No. 05: COMPLIANCE WITH ARTICLE 7, SUBSECTION XXXIII, OF THE FEDERAL
CONSTITUTION**

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], holder of ID Card No. [●] and enrolled with CPF/MF under No. [●], pursuant to its articles of incorporation, declares, under the penalties of applicable legislation, that it is in good standing before the Ministry of Labor, that it does not employ minors under eighteen years old in night, hazardous or unhealthy labor and it does not employ minors under sixteen years old, except for apprentices, over fourteen years old.

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [●]
CPF/MF under No. [●]

ANNEX III - MODEL OF COMMERCIAL PROPOSAL

To
Chairman of the Bidding Committee
Re.: International Bid Book No. [●]/[●]

Dear Sir,

In compliance with the BID BOOK in reference, the company [●], headquartered at [●], in the city of [●], State of [●], enrolled with CNPJ under No. [●], hereby represented by [●], bearer of ID Card No. [●] and enrolled with CPF/MF under No. [●], pursuant to its articles of incorporation, presents its COMMERCIAL PROPOSAL for this bidding procedure:

1. OBJECT OF PROPOSAL

1.1 This proposal refers to the CONCESSION for regionalized provision of public services of water supply and sanitary sewage in the State of Amapá.

2. DISCOUNT VALUE ON THE REFERENCE RATE

2.1 The BIDDER proposes the total discount of [●]% ([●]) on the REFERENCE TARIFF, based on the delivery date of the proposal.

2.2 This COMMERCIAL PROPOSAL is irrevocable, irreversible and unconditional.

3. COMMITMENTS

3.1 THE BIDDER assumes the obligation to pay the amount of 0.5% (zero point five percent) of the sum of the revenues of net tariffs earned monthly, limited to the annual amount of BRL 3,000,000.00 (three million Brazilian Reais), for the exercise of the activities of regulation and inspection of the AGREEMENT that will be transferred to the REGULATORY AGENCY.

3.2 The BIDDER assumes the obligation to pay the amount of BRL 50,000,000.00 (fifty million Reais) as a precondition for the execution of the AGREEMENT;

3.3 THE BIDDER undertakes to take all necessary and sufficient measures for the proper provision of the SERVICES as established in the BID BOOK and its annexes, as well as to bear all expenses, encumbrances, charges, burdens and pecuniary obligations arising from the provision of the services.

3.4 The BIDDER is fully aware of the nature and extension of the risks assumed and took into account in the formulation of the proposal the risks provided in the CONCESSION AGREEMENT draft.

4. PROPOSAL VALIDITY

4.1. The validity hereof is 180 (one hundred and eighty) days, from the date of the bidding opening session and, in this period, all conditions will be maintained.

[PLACE], [DATE].

[NOTARIZED SIGNATURE]

[BIDDER]
By its legal representative
ID card No. [•]
CPF/MF under No. [•]

ANNEX IV - CONCESSION AREA

This ANNEX contains the municipalities of Amapá that are part of the CONCESSION:

- Amapá
- Calçoene
- Cutias
- Ferreira Gomes
- Itaubal
- Laranjal do Jari
- Macapá
- Mazagão
- Oiapoque
- Pedra Branca do Amapari
- Porto Grande
- Pracuúba
- Santana
- Serra do Navio
- Tartarugalzinho
- Vitória do Jari

ANNEX V - B3 PROCEDURE MANUAL
(separate document)