



**PUBLIC NOTICE No. 01/2017
TENDER**

Public-private partnership in the modality of sponsored concession for implementation of civil works and systems, supply of rolling stock, operation and maintenance of the Suburb Light Rail Vehicle



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PART I – PREAMBLE

The State of Bahia, through intermediation of the Office for Urban Development (“SEDUR”), makes public this Public Notice no. 01/2017, which fixes the conditions of the Bid, in the tender modality, caused with the purpose of selecting the best proposal for execution of the public-private agreement, in the sponsored concession modality, for Implementation and Operation of the Suburb Light Rail Vehicle (“LRV”), defined below.

This Bid shall be governed by the rules provided for in this Public Notice and Exhibits thereof, by Article 175 of the Federal Constitution, by the Federal Law no. 11.079, of December 30, 2004, State Law no. 9.290, of December 27, 2004 and, subsidiarily, by Federal Law no. 8.666, of June 21, 1993, State Law no. 9.433, of March 1st, 2005, and, in what fits, by the Federal Law no. 8.987, of February 13, 1995 and by the Federal Law no. 9.074, of July 07, 1995, by Federal Law no. 12.587, of January 03, 2012, by State Law no. 11.477, of July 01, 2009 and by the State Law no. 12.501 of December 29, 2011, and other rules in force on the matter.

The concession of the LRV was approved by the Program Management Committee (“CGP”) of the Public-Private Partnership (“PPP”) and authorized through Ruling of the Head of the Executive Branch, Process no. 0100170011311, Resolution no. 01/2017, published in the State Official Gazette (“DOE”) of 04/19/2017, in charge of establishing the conditions and procedures for delegation and approval.

The justification for the execution of the approval of the concession of the LRV for a twenty (20)-year term, was published according to article 5 of the Law no. 8.987, of February 13, 1995, in DOE issue of April 27, 2017.

A public hearing was held in the Municipality of Salvador, in January 20, 2017, under Article 76 of the State Law no. 9.433, of March 1st, 2005, and later alterations, informed to the public through publishing in the DOE of January 06, 2017 and in wide circulation newspapers in the State of Bahia and São Paulo, and disclosed at the website [www.sedur.ba.gov.br/Mobilidade Urbana/Veiculo Leve sobre Trilho](http://www.sedur.ba.gov.br/MobilidadeUrbana/VeiculoLeve sobre Trilho).

The project and its documents, including the Public Notice and draft of the agreement, were placed in public enquiry, meeting article 10, subitem VI of the Federal Law no. 11.079/2004 and article 10 of the State Law no. 9.290/2004, in the period of December 20, 2016 to January 20, 2017, informed to the public through publish in the DOE of December 21, 2016 and wide circulation newspapers and at the website [www.sedur.ba.gov.br/Mobilidade Urbana/Veiculo Leve sobre Trilho](http://www.sedur.ba.gov.br/Mobilidade Urbana/VeiculoLeve sobre Trilho).

The awarding criterion shall be the smallest Annual Operation Consideration value to be paid by the Public Administration, according to subparagraph “a” of subsection II, of article 12 of Federal Law no. 11.079, of December 30, 2004. The proposals and other documents required to the interest in the Bid shall be received on June 30, 2017, from 12:00 p.m. to 02:00 p.m., Brasilia Time. The opening of the volumes shall be made in public session and shall start on June 30,



2017, at 03:00 p.m., in the headquarters of São Paulo Stock Futures and Commodities Exchange (“BM&FBOVESPA”).

The Public Notice of this sponsored concession, its Exhibits, as well as all information, study and projects available on the LRV may be obtained **(i)** in electronic media, at the headquarters of the Office for Urban Development (“SEDUR”), located at 5ª Avenida no. 550, Centro Administrativo da Bahia - CAB, Salvador, Bahia, Brazil, between May 04, 2017 and June 26, 2017, from 09:00 a.m. to 05:00 p.m. or **(ii)** at the website [www.sedur.ba.gov.br/Mobilidade Urbana/Veiculo Leve sobre Trilho](http://www.sedur.ba.gov.br/MobilidadeUrbana/VeiculoLeve sobre Trilho), being levied on the making available of such information and study of the rules provided for this reason in this Public Notice.



PART II – DEFINITIONS AND CONSTRUCTIONS

For the purpose of this PUBLIC NOTICE, and without prejudice to the other definitions set forth herein, the following definitions shall be applicable to respective expressions:

- i. **WINNING BIDDER:** BIDDER declared winner of the TENDER by BID COMMITTEE, upon homologation of the GRANTING AUTHORITY;
- ii. **AFFILIATE:** legal entity related to another legal entity as colligated, through corporate control (be it as subsidiary or parent company), or even subject to common control of another person, natural person or legal entity;
- iii. **EXHIBIT OF THE DRAFT OF THE AGREEMENT:** each of the documents attached to the DRAFT OF THE AGREEMENT;
- iv. **EXHIBIT:** each of the documents attached to the PUBLIC NOTICE;
- v. **PERFORMANCE APPRAISAL:** set of criteria and technical specifications included in Exhibit 6 of the DRAFT OF THE AGREEMENT, concerning the goals and quality standards of the SERVICE provision, which shall be used in the assessment of performance and so as to determine the compensation due to the CONCESSIONAIRE;
- vi. **BAHIAINVESTE:** quasi public corporation, with private corporate entity whose creation was authorized by State Law no. 13.467, of December 23, 2015;
- vii. **BM&FBOVESPA:** São Paulo Stock Futures and Commodities Exchange (“BM&FBOVESPA”);
- viii. **BID COMMITTEE:** committee designated by the GRANTING AUTHORITY so as to conduct the works required for the performance of the TENDER;
- ix. **COMPANHIA DE TRANSPORTES DO ESTADO DA BAHIA** or **CTB:** a public company member of the organizing structure of the Administration of the Executive Branch, under State Law no. 12.911, of October 11, 2013, which shall act as CONSENTING PARTY, having as attributions to accompany and control the IMPLEMENTATION and OPERATION of the LRV;
- x. **INVESTMENT COMMITTEE:** covenant, detailed in EXHIBIT VIII of this PUBLIC NOTICE, executed between BAHIAINVESTE and the financial market entity, containing the conditions of the financing proposal of the CONCESSION;
- xi. **GRANTING AUTHORITY** or **GRANTING BRANCH:** the State of Bahia, whose powers in such condition shall be exercised by the Office for Urban Development (“SEDUR”), or other bodies of the Administration, according to legal distribution of powers;



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- xii. **CONCESSION:** delegation, through sponsored concession, of the implementation of civil works and systems, supply of rolling stock, operation and maintenance of the three sections of PHASE 1 of the LRV, as Exhibits 4 and 5 to the DRAFT OF THE AGREEMENT, studies concerning PHASE 2 and PHASE 3, and performance of the works having a social nature concerning PHASE 4.;
- xiii. **CONCESSIONAIRE:** SPE, created by the winner of the TENDER, which shall be in charge, under the PUBLIC NOTICE, for the performance of the CONCESSION;
- xiv. **TENDER or BID:** bidding process initiated by this PUBLIC NOTICE no. 01/2017;
- xv. **BIDDER:** each company or CONSORTIUM of companies which, meeting the convening of the PUBLIC NOTICE, participates of the TENDER;
- xvi. **CONSORTIUM:** set of legal entities gathering in order to participate of the TENDER;
- xvii. **ANNUAL OPERATION CONSIDERATION:** value offered by the CONCESSIONAIRE in its PROPOSAL, corresponding to the maximum value of the variable installment of the consideration to be annually paid by the GRANTING AUTHORITY to the CONCESSIONAIRE, and which shall be subject to application of the IGDA arising out of the PERFORMANCE APPRAISAL, under the DRAFT OF THE AGREEMENT and its EXHIBITS;
- xviii. **ANNUAL MAXIMUM CONSIDERATION:** value corresponding to the sum of the ANNUAL OPERATION CONSIDERATION to both HALF-YEARLY INVESTMENT CONSIDERATIONS, and which represent the maximum consideration value to be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE, under the DRAFT OF THE AGREEMENT and its EXHIBITS;
- xix. **ACTUAL CONSIDERATION:** actual value to be monthly paid to the CONCESSIONAIRE, equivalent to the sum of the MONTHLY INVESTMENT CONSIDERATION with the result of the multiplication of the MONTHLY OPERATION CONSIDERATION by the IGDA obtained in the precedent year;
- xx. **MONTHLY INVESTMENT CONSIDERATION:** value corresponding to one sixth (1/6) of the value of the HALF-YEARLY INVESTMENT CONSIDERATION, to be monthly paid by the GRANTING AUTHORITY to the CONCESSIONAIRE, under the DRAFT OF THE AGREEMENT and its EXHIBITS;
- xxi. **MONTHLY OPERATION CONSIDERATION:** value corresponding to one twelfth (1/12) of the value of the ANNUAL OPERATION CONSIDERATION, to be monthly paid by the GRANTING AUTHORITY to the CONCESSIONAIRE, under the DRAFT OF THE AGREEMENT and its EXHIBITS;



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- xxii. PROPORTIONAL CONSIDERATION:** is the value to be monthly paid to the CONCESSIONAIRE between the OPERATION of the OPERATIONAL LANDMARK 1 and the beginning of the LRV FULL OPERATIONS, calculated according to the percentages set forth in the DRAFT OF THE AGREEMENT and its EXHIBITS;
- xxiii. HALF-YEARLY INVESTMENT CONSIDERATION:** value corresponding to the half-yearly installment of the ANNUAL MAXIMUM CONSIDERATION which is not subject to the IGDA arising out of the PERFORMANCE APPRAISAL and which is intended, as a priority, to the payment of the investments made by the CONCESSIONAIRE;
- xxiv. PUBLIC CONSIDERATIONS:** corresponds to the totality of the pecuniary considerations due by the GRANTING AUTHORITY to the CONCESSIONAIRE under the DRAFT OF THE AGREEMENT and its EXHIBITS;
- xxv. AGREEMENT:** see DRAFT OF THE AGREEMENT;
- xxvi. PROGRAM AGREEMENT:** agreement executed on April 22, 2013, under Federal Law no. 11.107, of April 06, 2005 and Federal Decree no. 6.017, of January 17, 2007, between the State of Bahia, the Municipality of Salvador, Municipality of Lauro de Freitas and Companhia de Transporte de Salvador (current Companhia de Transportes do Estado da Bahia), with purpose of regulating the management associated to public transportation services in the Municipality of Salvador and Lauro de Freitas, under EXHIBIT VII;
- xxvii. ACCREDITED BROKERS:** value broker companies habilitated to operate with BM&FBOVESPA contracted by the BIDDERS, through agency agreement, to represent them in all acts related to the BID with BM&FBOVESPA;
- xxviii. IMPLEMENTATION TIME SCHEDULE:** document to be submitted by the CONCESSIONAIRE and approved by CTB under subclause 14.3 of the DRAFT OF THE AGREEMENT, containing the detailing of all relevant activities for the IMPLEMENTATION, characterizing the complex of civil installations, systems and ROLLING STOCKS, prepared in compliance with the terms of the OPERATING LANDMARKS and also with guidelines of Exhibits 4, 5 and 7 of the DRAFTS OF THE AGREEMENT;
- xxix. DESENBAHIA:** Agência de Fomento do Estado da Bahia S.A., organized by State Law no. 7.133, of July 21, 1997;
- xxx. QUALIFICATION DOCUMENTS:** set of documents listed in the PUBLIC NOTICE, to be obligatorily submitted by the BIDDERS, intended to confirm its tax, labor, legal, technical qualification and economic-financial qualification compliance;



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- xxx. **DOE:** State Official Gazette of the State of Bahia;
- xxxii. **PUBLIC NOTICE:** this PUBLIC NOTICE no. 01/2017;
- xxxiii. **PHASE 1:** comprises the IMPLEMENTATION of the 3 SECTIONS OF THE LRV, whose total extension is of, approximately, 18.50 Km;
- xxxiv. **PHASE 2:** comprises the performance of the studies for future implementation of line over integration rail of the LRV with Line 1 of the SMSL;
- xxxv. **PHASE 3:** comprises the performance of the studies for future implementation of the Metropolitan LRV which comprises the Municipalities of Camaçari, Simões Filho, Candeias, Dias D'Ávila and its integration with the LRV including the STOP Mapele;
- xxxvi. **PHASE 4:** comprises the performance of the works having a social nature of the Old Center of Salvador, upon prior submission and approval of projects.
- xxxvii. **PERFORMANCE BOND:** the guarantee of strict compliance with the liabilities for CONCESSION, to be maintained by the CONCESSIONAIRE in favor of the GRANTING AUTHORITY in the amounts and terms defined in the DRAFT OF THE AGREEMENT;
- xxxviii. **PROPOSAL GUARANTEE:** the guarantee of the proposal to be submitted by the BIDDERS under this PUBLIC NOTICE;
- xxxix. **IGDA or ANNUAL GENERAL PERFORMANCE INDEX:** index annually assessed by the PERFORMANCE APPRAISAL, under Exhibit 6 of the DRAFT OF THE AGREEMENT, for determination of the performance of the CONCESSIONAIRE, through which the value of the MONTHLY OPERATION CONSIDERATION due to the CONCESSIONAIRE shall be calculated, each twelve (12)-month period;
- xl. **IMPLEMENTATION:** performance of the infrastructure, comprising the civil works, installation of permanent via and electric feeding, signalization, safety, control, telecommunication and assistance systems, acquisition of ROLLING STOCKS and other actions required to allow the complete physical performance of the venture;
- xli. **BID:** see TENDER;
- xlii. **BID PROCEDURES MANUAL:** informative manual prepared by BM&FBOVESPA, in which are included all instructions concerning the performance of the auction;
- xliii. **OPERATING LANDMARKS:** are the dates provided for the OPERATION startup of the SECTIONS OF THE LRV, as informed in item 1.2 of Part III of the PUBLIC NOTICE;



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- xliv. **ROLLING STOCK or TRAINS:** are the trains to be provided, installed and operated by the CONCESSIONAIRE, according to minimum specifications and amounts required in Exhibits 4 and 8 of the DRAFT OF THE AGREEMENT;
 - xlv. **DRAFT OF THE AGREEMENT or AGREEMENT:** public-private partnership agreement in the modality of sponsored concession, whose draft is on EXHIBIT VI of the PUBLIC NOTICE;
 - xlvi. **FULL OPERATION:** consists in the concurrent OPERATION of all SECTIONS OF THE LRV;
 - xlvii. **OPERATION or SERVICES:** activities related to the operation, conservation and maintenance of any LRV SECTION;
 - xlviii. **STOPS:** are the infrastructures to be build by the CONCESSIONAIRE, intended to the arrival and departure of passengers in the TRAINS, including platforms and any other structure intended to that purpose, according to specification included in EXHIBIT 4;
 - xlix. **WRITTEN ECONOMIC PROPOSAL:** value of the ANNUAL OPERATION CONSIDERATION offered in writing by the BIDDER and other documents related to item 11 of Part III of the PUBLIC NOTICE;
 - I. **EXTRAORDINARY REVENUES:** any alternative, complementary or ancillary revenue to the PUBLIC CONSIDERATIONS and COMPENSATION FARE of the LRV or, even, revenues arising out of associated projects, under the DRAFT OF THE AGREEMENT;
 - li. **ACCREDITED REPRESENTATIVES:** people authorized to represent the BIDDERS in all acts related to the Bid, except in the acts performed with BM&FBOVESPA and acts practiced during the PUBLIC AUCTION SESSION;
 - lii. **PUBLIC SESSION FOR THE VOLUME 1 OPENING:** public session to start at 06/30/2017, at 03:00 p.m., at BM&FBOVESPA, for opening of the volume of the PROPOSAL GUARANTEE of the BIDDERS;
 - liii. **PUBLIC AUCTION SESSION:** public session to be held on date and time to be disclosed by the BID COMMITTEE, at BM&FBOVESPA for opening of volume of the WRITTEN ECONOMIC PROPOSAL of the BIDDERS and performance of the open outcry bid step;
 - liv. **BUS PUBLIC TRANSPORTATION SYSTEM or “STCO”:** bus urban lines forming the public transportation system of Salvador, which shall be integrated into the LRV;



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- iv. **METROPOLITAN BUS PUBLIC TRANSPORTATION SYSTEM** or “**SMTC**”: metropolitan bus lines forming the public transportation lines of the Metropolitan Region of Salvador and shall be integrated into the LRV;
 - lvi. **SMSL**: Subway system of Salvador and Lauro de Freitas;
 - lvii. **SPECIAL PURPOSE COMPANY** or **SPE**: joint stock company, organized in compliance with the Brazilian laws, with specific purpose to provide the public services subject matter of this CONCESSION;
 - lviii. **COMPENSATION FARE**: is the value due to the CONCESSIONAIRE per passenger transported in the LRV, except for infants, with up to two years old, which shall not be accounted for purposes of transported passengers quantification;
 - lix. **LRV SECTION**: each of the three (03) sections comprised between two STOPS of the LRV, as informed in Exhibits 4, 5 and 7 of the DRAFT OF THE AGREEMENT and subclause 4.2 of the DRAFT OF THE AGREEMENT, which shall be operated in a cumulative manner;
 - lx. **SECTION 1**: extension with approximately 3.5 Km, comprised between the STOPS Comércio and Calçada;
 - lxi. **SECTION 2**: extension with approximately 1.1 Km, comprised between the STOPS Calçada and Baixa do Fiscal;
 - lxii. **SECTION 3**: extension with approximately 13.9 Km, comprised between the STOPS Baixa do Fiscal and São Luis de Paripe.
 - lxiii. **PRICE OF THE AGREEMENT**: reference value adopted which represents the total nominal value estimated for payments to be made by the GRANTING AUTHORITY as ANNUAL MAXIMUM CONSIDERATION during the whole term of the CONCESSION;
 - lxiv. **SUBURB LIGHT RAIL VEHICLE** or **LRV**: is the Light Rail Vehicle to be implemented and operated by the CONCESSIONAIRE in the Metropolitan Region of Salvador - RMS, which comprises three (3) SECTIONS OF THE LRV, as informed in Exhibit 5 to the DRAFT OF THE AGREEMENT.

Except when the context does not allow such construction:

- (i) the definitions of the PUBLIC NOTICE shall be equally applied in the plural and singular form;
- (ii) the headings of the chapters and items of the PUBLIC NOTICE and EXHIBITS shall not be used for its application or construction;



- (iii) in the event of discrepancy between the PUBLIC NOTICE and the EXHIBITS, the provisions set forth in the PUBLIC NOTICE shall prevail;
- (iv) in the event of discrepancy between the EXHIBITS, those issued by the GRANTING AUTHORITY shall prevail;
- (v) the references to the EXHIBITS include their appendixes, even if not expressly mentioned;
- (vi) in the event of discrepancy between the EXHIBITS issued by the GRANTING AUTHORITY, the most recent one shall prevail;
- (vii) the references to the times refer to the Official time of Brasília.

PART III – REGULATION OF THE BID

1. PURPOSE

- 1.1.** The purpose of this TENDER is the delegation, through public-private partnership in the modality of sponsored concession, of the IMPLEMENTATION and OPERATION of the LRV located in the Municipality of Salvador, according to Exhibits 4 and 5 of the DRAFT OF THE AGREEMENT.
- 1.2.** The IMPLEMENTATION of the LRV shall be made by the implementation of each LRV SECTION according to the IMPLEMENTATION TIME SCHEDULE, in compliance with the terms set forth for each OPERATING LANDMARK informed below:

Operating Landmark no.	Operation Start (number of months after the signature of the Agreement)
1	Up to 19 months
2	Up to 25 months

- 1.2.1.** The liabilities with respect to each OPERATING LANDMARK are described in Exhibit 5 to the DRAFT OF THE AGREEMENT, and the compliance with a certain OPERATING LANDMARK shall only be considered upon full compliance with all liabilities related thereto.
- 1.2.2.** The possible noncompliance with the start dates of the Operation of the OPERATING LANDMARKS shall give rise to application of penalties provided for in Clause 34 of the DRAFT OF THE AGREEMENT.
- 1.3.** The characteristics of the services and its implementation, described in Exhibits 4 and 5 of the DRAFT OF THE AGREEMENT, comprising the performance of civil works, permanently, implementation of systems, supply of rolling stocks, equipment, assembly and other interventions, are guidelines and minimum conditions estimated by the



GRANTING AUTHORITY so as to guide the provision of the services, and the BIDDER shall make its own surveys, investigations, appraisals and estimates, with purpose to assess and, if so is the case, adopt technical characteristics, quantities, and exceeding quality, to allow the proper service provisions granted.

- 1.3.1.** The sections guidelines of the LRV included in Exhibit 4 of the DRAFT OF THE AGREEMENT shall serve as basis for preparation of engineering conception projects, and shall, therefore, comply with, as set forth therein, the sections and location of the stops. Upon submitted for appraisal and approval of the GRANTING AUTHORITY those elements may suffer changes so as to adequate its IMPLEMENTATION in the places and forms defined.
- 1.3.2.** IMPLEMENTATION and OPERATION shall be executed properly, in compliance with the technical specifications provided for in Exhibits 4 and 5 of the DRAFT OF THE AGREEMENT, and the CONCESSIONAIRE undertakes to meet the goals and indexes included in Exhibit 6 to the DRAFT OF THE AGREEMENT.
- 1.3.3.** The CONCESSION also comprises the liability of the CONCESSIONAIRE in conducting the feasibility studies informed in this item which shall comprise, at least: (i) study of demand considering the integration with other modes; (ii) identification of the transport modal considered the most proper one; (iii) engineering preliminary design; (iv) economic and financial feasibility study; (v) business plan; and (vi) other strategies included in Exhibits 4 and 5 of the DRAFT OF THE AGREEMENT:
 - 1.3.3.1.** in no more than twelve (12) months from the signature of the AGREEMENT, the studies concerning the integration section of the LRV with line 1 of the Subway System of Salvador and Lauro de Freitas - SMSL, considering the implementation of a line over the rail, called PHASE 2.
 - 1.3.3.2.** in no more than an eighteen (18) months term from the signature of the AGREEMENT, the studies concerning the Metropolitan LRV comprising the Municipalities of Camaçari, Simões Filho, Candeias and Dias D'Ávila, as well its integration with the LRV upon extension of its sections, going through Mapele and Simões Filho, called PHASE 3.
- 1.3.4.** Further to the necessary interventions for the IMPLEMENTATION of the LRV (PHASE 1) and of the performance of studies item 1.3.3 refers to (PHASES 2 and 3), the CONCESSION also comprises the CONCESSIONAIRE's liability in performing works having a social nature at Old Center of Salvador - CAS, described in the EXHIBIT 4 of the AGREEMENT, called PHASE 4.



1.3.4.1. The CONCESSIONAIRE, based on the provisions set forth in EXHIBIT 4 of the AGREEMENT, shall submit to the GRANTING AUTHORITY basic project, implementation time schedule and detailed budget for its approval, in up to a twelve (12) month term, from the signature of the AGREEMENT, in compliance with the limit of forty-eight million Brazilian *Reais* (R\$ 48,000,000.00), base date January / 2017, for the performance of the works.

2. CONCESSION EFFECTIVENESS

2.1. The term of the CONCESSION shall be of twenty (20)-years, in compliance with the conditions for extension fixed at the DRAFT OF THE AGREEMENT.

3. ACCESS TO THE PUBLIC NOTICE

3.1. The PUBLIC NOTICE, its charts and forms, information, studies and projects on the LRV may be solely obtained:

- (i) in electronic media, with SEDUR, 5ª Avenida no. 550, Centro Administrativo da Bahia - CAB, Salvador - Bahia - Brazil, from May 4, 2017, from 9:00 a.m. to 06:00 p.m.;
- (ii) at the website www.sedur.ba.gov.br/mobilidade_urbana/Veiculo_Leve_sobre_Trilho, and the rules provided for in this PUBLIC NOTICE shall be applicable on the making available of this information and studies.

3.2. The documentation provided by the GRANTING AUTHORITY to the BIDDERS cannot be produced, disclosed and used, whether partially or as a whole, for purposes other than those expressed in the PUBLIC NOTICE.

3.3. The obtainment of any document through manner other than the one informed in item 3.1 above does not generate any liability to the GRANTING AUTHORITY.

3.4. The obtainment of the PUBLIC NOTICE is not a requisite for participation in the BID, and it is certain that the participation of the BIDDERS in the BID assumes its acceptance to all terms and conditions of the PUBLIC NOTICE.

3.5. The BIDDERS are responsible for the direct analysis of all data and information on the CONCESSION, and they shall also be liable for bearing all costs and expenses arising out of the arrangements required for the preparation of their WRITTEN ECONOMIC PROPOSALS, as well as participation in the BID.

3.5.1. The information, studies, researches, investigations, surveys, projects, charts and other documents or data, related to the IMPLEMENTATION and OPERATION of



the LRV, were made and obtained for sole purpose of assessment of feasibility of the CONCESSION, and therefore, not presenting before the potential BIDDERS, any binding nature or any effect from the point of view of responsibilities of the GRANTING AUTHORITY before the BIDDERS or before the future CONCESSIONAIRE.

3.5.2. Upon signature of the AGREEMENT, the CONCESSIONAIRE shall execute with the GRANTING AUTHORITY a Asset Listing and Transfer Sheet, which shall include the description of the assets owned by the GRANTING AUTHORITY which shall be transferred to the CONCESSIONAIRE aiming at the IMPLEMENTATION and OPERATION of the LRV, being observed that some assets are only to be transferred with interruption of the operation of the Suburb Railway, in date to be defined by the IMPLEMENTATION TIME SCHEDULE.

3.6. The interested parties shall be liable for the examination of all instructions, conditions, requirements, laws, decrees, rules, specifications and regulations applicable to the Bid and to the CONCESSION.

4. TECHNICAL VISIT

4.1. Any interested party may go to the optional technical visit to the current installation of the Suburb Railway, which shall be completely replaced by the LRV, upon prior schedule to be made with the CTB, through mail to the electronic address vltsalvador@sedur.ba.gov.br, according to rule set forth by CTB and disclosed through the website [www.sedur.ba.gov.br/mobilidade urbana/VLT](http://www.sedur.ba.gov.br/mobilidade_urbana/VLT).

4.2. Te technical visit may be made up to the last business day precedent to the date of delivery of the volumes informed in item 7.1 of the PUBLIC NOTICE.

5. PUBLIC NOTICE CLARIFICATION ORDER

5.1. Should any interested party require further clarifications on the PUBLIC NOTICE, the same shall request them to the BID COMMITTEE up to 06:00 p.m. of June 26, 2017, as follows:

- (i) through mail to the electronic address vltsalvador@sedur.ba.gov.br, accompanied by file containing the question formulated, in “.doc” format, according to form integrating EXHIBIT I of the PUBLIC NOTICE;
- (ii) through letter with return receipt issued by the headquarters of Office for Urban Development (“SEDUR”), located at 5ª Avenida no. 550, Centro Administrativo da Bahia - CAB, Salvador, Bahia, Brazil, directed to the Chairman of the BID COMMITTEE, containing the questions according to form integrating the EXHIBIT I, printed and through magnetic means, with respective file recorded in “.doc” format.



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- 5.1.1.** To every clarification a specific number shall be given, according to Form 5 of EXHIBIT I of the PUBLIC NOTICE, to be referred on the answers given by the GRANTING AUTHORITY.
- 5.1.2.** The clarification orders shall be written in Brazilian Portuguese Language.
- 5.2.** The GRANTING AUTHORITY shall not answer question formulated in noncompliance with the provisions set forth in item 5.1 above.
- 5.3.** The answers of the GRANTING AUTHORITY to the complementary clarifications shall be disclosed at the website [www.sedur.ba.gov.br/mobilidade_urbana/ Veiculo Leve sobre Trilho](http://www.sedur.ba.gov.br/mobilidade_urbana/Veiculo_Leve_sobre_Trilho), without identification of the source of the questions, within a three (3) business day term.
- 5.4.** All mail concerning the PUBLIC NOTICE sent to the GRANTING AUTHORITY shall be considered as delivered at the date of its receipt by the addressee, except those received after 06:00 p.m., in the case of mails to the electronic address, which shall be considered as received in the business day immediately after.
- 5.5.** All answers of the GRANTING AUTHORITY to the clarification orders made, under this item, shall be included in minutes which shall be integral part to this PUBLIC NOTICE.
- 5.6.** In the event there is no clarification requests, it shall be assumed that the information and elements made available in this PUBLIC NOTICE, AGREEMENT and its EXHIBITS are enough to allow the preparation of the WRITTEN ECONOMIC PROPOSAL and submission of capacitation documents and, consequently, participation in the BID, reason why no latter questions shall be admitted.
- 6. PUBLIC NOTICE CHALLENGE**
- 6.1.** Possible challenge to the PUBLIC NOTICE shall be filed with the headquarters of SEDUR:
- 6.1.1.** by any person, in up to five (5) business days before the date of the PUBLIC SESSION FOR THE VOLUME 1 OPENING;
- 6.1.2.** for those participating in the TENDER, up to the second business day before the date of the PUBLIC SESSION FOR THE VOLUME 1 OPENING.
- 6.2.** The challenges to the PUBLIC NOTICE shall be directed to the Chairman of the BID COMMITTEE and filed with the Office for Urban Development ("SEDUR"), located at 5ª Avenida no. 550, Centro Administrativo da Bahia - CAB, Salvador, Bahia, Brazil, within the terms mentioned above and in compliance with the legal conditions, and shall be instructed:
- 6.2.1.** with copy of the identification card of its signatory, when made by natural person;



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- 6.2.2.** with confirmation of the legal representation powers, when made by legal entity, under item 8.1 of the PUBLIC NOTICE.
- 6.3.** The challenge made timely shall not prevent the participation of the interested party in the BID up to decision of the BID COMMITTEE.
- 6.4.** Any alteration in the PUBLIC NOTICE shall be published in the State Official Gazette (“DOE”) and other newspapers used to give publicity to the Bid, further to be directly noticed through letter or email to all acquiring the PUBLIC NOTICE.
- 6.4.1.** Should the alteration made affect directly the formulation of the WRITTEN ECONOMIC PROPOSAL, the offering of the PROPOSAL GUARANTEE or obtainment of the QUALIFICATION DOCUMENTS, the PUBLIC NOTICE shall be republished so as to assure the interested parties the minimum legal term for formulation and submission of their proposals.

7. DOCUMENTS RECEIPT OF THE BIDDERS

- 7.1.** The documents related: to the PROPOSAL GUARANTEE, the WRITTEN ECONOMIC PROPOSAL, and to the QUALIFICATION DOCUMENTS shall be delivered in three (3) separate volumes, sealed and countersigned, on June 30, 2017, at BM&FBOVESPA, located at Rua XV de Novembro, no. 275, in the Municipality of São Paulo/SP, through representatives of the ACCREDITED BROKERS, with the documents confirming its representation powers, with the following wording:

TO THE BID COMMITTEE

PUBLIC NOTICE No. 01/2017

VOLUME 1 - PROPOSAL GUARANTEE.

- CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM
- APPOINTMENT OF THE MEMBERS AND LEADER OF THE CONSORTIUM
- NAME OF THE ACCREDITED BROKER
- NAME, TELEPHONE AND E-MAIL OF THE PERSON IN CHARGE OF THE BID
- NAME, TELEPHONE AND E-MAIL OF THE ACCREDITED REPRESENTATIVE(S)
- VOLUME 1 - PROPOSAL GUARANTEE.

TO THE BID COMMITTEE

PUBLIC NOTICE No. 01/2017

VOLUME 2 - WRITTEN ECONOMIC PROPOSAL



- CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM
- APPOINTMENT OF THE MEMBERS AND LEADER OF THE CONSORTIUM
- NAME OF THE ACCREDITED BROKER
- NAME, TELEPHONE AND E-MAIL OF THE PERSON IN CHARGE OF THE BID
- NAME, TELEPHONE AND E-MAIL OF THE ACCREDITED REPRESENTATIVE(S)
- VOLUME 2 - WRITTEN ECONOMIC PROPOSAL.

TO THE BID COMMITTEE
PUBLIC NOTICE No. 01/2017
VOLUME 3 - QUALIFICATION DOCUMENTS

- CORPORATE NAME OF THE BIDDER OR NAME OF THE CONSORTIUM
- APPOINTMENT OF THE MEMBERS AND LEADER OF THE CONSORTIUM
- NAME OF THE ACCREDITED BROKER
- NAME, TELEPHONE AND E-MAIL OF THE PERSON IN CHARGE OF THE BID
- NAME, TELEPHONE AND E-MAIL OF THE ACCREDITED REPRESENTATIVE(S)
- VOLUME 3 - QUALIFICATION DOCUMENTS.

7.2. Each volume shall be submitted in three (3) identical copies, in separate covers, one of which shall be filed with BM&FBOVESPA.

7.2.1. Each volume shall be submitted also through email, with identical contents to the copies physically sent.

7.2.2. In the event of discrepancy between the contents submitted electronically and those submitted physically, the last one shall prevail.

7.2.3. The lack of any document in whichever submission means provided for, shall be considered formal failure, and may be cured provided that the document is present in one of those means, and if lacking in the physical mean, provided that the submission of this mean is not obligatory, under the law or rule provided for in the PUBLIC NOTICE.

7.3. For submission effects:

(i) each volume shall contain, further to the identification mentioned in item 7.1 above, the headings "1st copy", "2nd copy" and "3rd copy", respectively;



(ii) all documents shall be submitted in their original form or in certified copy, except the documents concerning the “1st copy” of the Proposal Guarantee, which shall be submitted in its original copies.

7.4. All pages of each copy: of PROPOSAL GUARANTEE, WRITTEN ECONOMIC PROPOSAL and QUALIFICATION DOCUMENTS shall be sequentially numbered, in the obverse, and countersigned by an ACCREDITED REPRESENTATIVE of the BIDDER.

7.4.1. One of the ACCREDITED REPRESENTATIVES shall countersign over the seal of each envelopes contain each one of the volumes informed in item 7.1, inserting next to the countersignature, handwritten, the date and time thereof.

7.5. All documents with forms provided for in the PUBLIC NOTICE shall be submitted according to those forms.

7.6. Possible formal failures in the delivery or formal defects which are part of the PROPOSAL GUARANTEE; WRITTEN ECONOMIC PROPOSAL; and of the QUALIFICATION DOCUMENTS may be cured by the BID COMMITTEE, through act reasoned, in term set forth thereby, according to the peculiarities of each case, in compliance with the celerity of the BID.

7.6.1. It shall be considered failure or formal defect the one which (i) does not misrepresent the subject matter of the document submitted, and which (ii) allows to assess, with due safety or upon diligence, the information included in the document whose contents must address to the factual or legal situation existing on the date of delivery of the volumes.

7.6.2. Upon the cure of the formal failures this item refers to, the inclusion of obligatory documents shall not be accepted, under this PUBLIC NOTICE, originally absent in the documents submitted by the BIDDER.

7.7. The documents shall be submitted in clear language, without amendments, erasures, between the line information or exceptions.

7.8. All documents related to the BID shall be submitted in Brazilian Portuguese Language, language in which all documents shall be understood and construed.

7.9. In the case of Foreign Language documents, the same shall only be considered valid if duly translated to Brazilian Portuguese Language by a sworn translator and, those in foreign language, with authenticity check issued by the Diplomatic or Consular Representation or Brazil in the country of origin of the document, except, in this last case, the documents subject to Apostille, according to Hague Apostille Convention, under the requirements included therein.



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- 7.9.1.** Documents of foreign origin submitted in other languages not accompanied by respective sworn translation to Brazilian Portuguese Language, even if certified by respective consulates, shall not be considered for the purpose of appraisal and judgment.
- 7.9.2.** In the event of divergence between the document in the original language and the translation, the translated text shall prevail.
- 7.10.** It shall not be admitted the delivery of documents of the Bid through post office or any mean other than those provided for in item 7.1.
- 7.11.** The BIDDERS shall bear all costs and efforts related to the preparation and submission of the volumes of the PROPOSAL GUARANTEE; WRITTEN ECONOMIC PROPOSAL; and of the QUALIFICATION DOCUMENTS, holding the GRANTING AUTHORITY, harmless, under any circumstances, from and against such costs, whatever are the procedures followed in the Bid and its results.
- 7.12.** The practice of acts by the BIDDERS shall comply with the time schedule for each step of the Bid, so the conduction of steps already consummated of the Bid to be precluded, except in the hypothesis admitted in the PUBLIC NOTICE.
- 7.13.** The foreign companies or bodies which do not operate in Brazil shall meet the requirements of the PUBLIC NOTICE, upon equivalent documents, according to the rules of the country of origin, in compliance with the rules of the PUBLIC NOTICE, and shall have, at the date of submission of the envelopes, legal representation in Brazil with express powers to receive summoning and answer under administrative and judicial courts.
- 8. REPRESENTATION OF THE BIDDERS**
- 8.1. Accredited Representatives**
- 8.1.1.** Each BIDDER may have up to two (2) ACCREDITED REPRESENTATIVES.
- 8.1.2.** The confirmation of the representation powers of the ACCREDITED REPRESENTATIVES shall be include in the Volume 1 - PROPOSAL GUARANTEE, according to item 7.1 above, upon submission of the following documents:
- (i) power of attorney confirming the powers to practice, in the name of the BIDDER, all acts concerning the BID, in the molds of the Form 9 included in Exhibit I of the PUBLIC NOTICE, with certified signature and accompanied by documents confirming the granting power(s) according to last alteration filed with the corporate record or relevant notary's office;



(ii) in the event of CONSORTIUM, the power of attorney mentioned above shall be granted by the leader company, with certified signature, and shall also be accompanied by:

- a. power of attorneys granted by the consortium members to the leader company, with certified signature, and
- b. documents confirming the powers of all granting parties according to the last alteration filed in the corporate records or relevant notary's office.

(iii) in the case of foreign company, power of attorney granted to legal representative resident and domiciled in Brazil, which confirms powers to practice, in the name of the BIDDER, all acts concerning the Bid and with express powers to receive summoning and represent the BIDDER under administrative and judicial courts, as well make agreements and waive rights and, in so is the case, subrogate appropriate powers to the ACCREDITED REPRESENTATIVE(S), in the molds of the form of Exhibit I, accompanied by documents confirming the powers of the granting parties, with the signatures duly certified in Registry of Deeds and Documents (according to the last alteration filed in the corporate record, relevant notary's office or equivalent requirement in the country of origin).

- 8.1.3. The ACCREDITED REPRESENTATIVES cannot intervene nor practice acts during the PUBLIC AUCTION SECTION.
- 8.1.4. The ACCREDITED REPRESENTATIVES shall execute all statements and documents mentioned in this PUBLIC NOTICE, including intermediation agreement between the ACCREDITED BROKER and the BIDDER.
- 8.1.5. Each ACCREDITED REPRESENTATIVE can only exercise the representation of one BIDDER.
- 8.1.6. The accreditation shall occur upon opening of volume 1, and the representative shall be provided with document capable of identification.
- 8.1.7. The lack of accreditation shall not create reason for incapability or disqualification of the BIDDER.
- 8.1.8. At any moment in the course of the bidding process the BIDDER may create or substitute its representative(s).



- 8.1.9.** For as long as the lack accreditation lasts, the BIDDER shall be prohibited from registering in minutes its notes, of countersign or became aware of documents, as well as practice any other acts in the public sessions of the BID.

8.2. Accredited Brokers

- 8.2.1.** The intermediation agreement between the ACCREDITED BROKER and the BIDDER:

(i) shall observe the contents specified in the BID PROCEDURE MANUAL of BM&FBOVESPA.

(ii) there shall be an original copy submitted along with the documents mentioned in item 8.1.2, accompanied by confirmation of the powers of its signatories.

- 8.2.2.** The ACCREDITED BROKERS shall represent the BIDDERS with BM&FBOVESPA, in the delivery of all documents required in this PUBLIC NOTICE, specially the volumes of the PROPOSAL GUARANTEE, WRITTEN ECONOMIC PROPOSAL, and QUALIFICATION DOCUMENTS; and in the acts of the PUBLIC AUCTION SECTION.

- 8.2.3.** Each ACCREDITED BROKER shall only exercise the representation of a sole BIDDER and each BIDDER can only be represented and participate on the auction through a sole ACCREDITED BROKER.

- 8.2.4.** The ACCREDITED BROKER by the winning BIDDER of the Auction shall be responsible for paying the emoluments due to BM&FBOVESPA, as provided for in item 17.4.4 of the PUBLIC NOTICE, and shall include in volume 1 a formal commitment in making this payment.

9. PARTICIPATION CONDITIONS

- 9.1.** The national or foreign companies and entities, separately or in CONSORTIUM, may participate on the Bid, under this PUBLIC NOTICE, according to the terms of this PUBLIC NOTICE.

- 9.1.1.** It shall be admitted in this bid the complementary open-ended private pension entities or complementary close-ended private pension entities, financial institutions, and companies with financial investment activities, provided that united in Consortium with other business corporation which meet the capability conditions, allowing the performance of the activities provided for in this PUBLIC NOTICE.



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- 9.2.** It cannot participate on the BID, separately or in CONSORTIUM, directly or not:
- (i) Legal entity considered disreputable to bid or contract with the Public Administration, under article 186, subparagraph III, of State Law no. 9.433, of March 1st, 2005;
 - (ii) Legal entity temporarily stayed from participating in bid or prevented from contracting with the Administration, under article 186, subparagraph II, of the State Law no. 9.433, of March 1st, 2005;
 - (iii) Legal entity whose manager(s) or technical person(s) in charge are, or have been, in the latest one hundred and eighty (180) days precedent to the date of publishing of the PUBLIC NOTICE, server(s) occupying the office(s) or job(s) in the bodies or contracting entities or in charge of the BID, or public agent(s), defined as such in article 207 of the State Law no. 9.433/2005, prohibited from contracting with the Public Administration for constitutional or legal hindrance; and
 - (iv) Legal entity created by members of the company which, in date precedent to its creation, had suffered penalty of stay of right to bid and contract with the Administration or had being declared disreputable to bid and contract and has purpose similar to the one of the punished company, under article 200 of the State Law no. 9.433/2005.
 - (v) Legal entity the bankruptcy of which has been decreed;
 - (vi) Legal entity convicted, by sentence transited *in rem judicatam*, to penalty for interdiction of rights due to practice of environmental crimes, as provided for in article 10 of Law no. 9.605, of February 12, 1998.
- 9.3.** The CONSORTIUM may be formed solely by foreign companies and entities, without the participation of national companies, hypothesis in which the leader of the CONSORTIUM shall be the member appointed which have legal representation in Brazil, with expressed powers to receive summoning and answer under administrative and judicial courts.
- 9.4.** The leader of the CONSORTIUM formed by Brazilian companies and foreign companies shall be the national company.
- 9.5.** The participation in the BID implies full and unconditional acceptance of all terms, provisions and conditions of the PUBLIC NOTICE, of the AGREEMENT and its exhibits, as well as other rules applicable to the BID.
- 9.6.** The disqualification of any consortium member shall lead to automatic disqualification of the CONSORTIUM.



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- 9.7. The CONSORTIUM shall be formed by no more than five (5) companies.
- 9.8. No BIDDER may participate on more than one CONSORTIUM, even through intermediation of its AFFILIATES.
- 9.9. Should a BIDDER participate of a CONSORTIUM, the same shall be hindered from participating separately of the Bid.
- 9.10. The inclusion, substitutions, removal or exclusion of consortium members shall not be admitted up to the signature of the Agreement.
- 9.11. The consortium members are co-liable for the acts practiced in CONSORTIUM due to the Bid.

10. PROPOSAL GUARANTEE

- 10.1. The Volume 1 shall include, further to the representation documents (item 8), the PROPOSAL GUARANTEE, submitted, as the case may be, with: (i) guarantee insurance policy and documents attached as required by the BID PROCEDURE MANUAL; (ii) the bank guarantee; or (iii) statements that it has provided guarantee in the modality of cash or federal public instruments, in compliance with the provisions set forth in the following subclauses.
- 10.2. The PROPOSAL GUARANTEE shall be made in minimum value of fifteen million Brazilian *Reais* (R\$ 15,000,000.00) and may be provided in cash, treasury bond, surety bond or bank guarantee, and any changes in its terms and conditions are prohibited.
- 10.3. The PROPOSAL GUARANTEE shall have at least one hundred and eighty (180) days counting from the delivery of the volumes, and the BIDDER shall be liable for confirming its renewal to the BID COMMITTEE in up to two (2) business days from the due date of this term.
- 10.3.1. If the BIDDER does not confirm the renewal of the PROPOSAL GUARANTEE provided for in the precedent item anterior, shall be noticed by the GRANTING AUTHORITY to do so within a five (5)-day term from the receipt of the notice, subject to disqualification of the Bid.
- 10.3.2. Should the renewal occur within a period exceeding one (1) year of its original issue, the PROPOSAL GUARANTEE shall be adjusted by the variation of the Comprehensive Consumer Price Index ("IPCA"), disclosed by the Brazilian Institute of Geography and Statistics ("IBGE"), between the month of delivery of the volumes and the month immediately before the renewal.



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- 10.4.** BM&FBOVESPA shall analyze the regularity and effectiveness of the guarantees submitted, giving notice to the BID COMMITTEE of the result of such analysis.
- 10.5.** The BIDDERS shall also observe the following conditions upon offering of the PROPOSAL GUARANTEE:
- 10.5.1.** The PROPOSAL GUARANTEE submitted in the modality surety bond and bank guarantee shall comply with the minimum contents of the forms included in EXHIBITS II (Minimum Terms and Conditions of the Surety Bond) and III (Bank Guarantee Form) of the PUBLIC NOTICE, respectively, in its original form (it shall not be accepted copies of any kind) and shall have its value expressed in Brazilian *Reais*, as well as signature of the managers of the issuing company, with confirmation of respective powers for submission upon registration procedure of the BID PROCEDURE MANUAL;
- 10.5.1.1.** If the BIDDER is a CONSORTIUM, the PROPOSAL GUARANTEE may be submitted in the name of one or more consortium members, or, alternatively, be issued individually in the name of each member of the CONSORTIUM, at the proportion of its respective participation, reaching, in any hypothesis, the total value required in item 10.2.
- 10.5.2.** In the case the PROPOSAL GUARANTEE is provided by treasury bond, the operating procedures for reception and maintenance of these instruments shall obey the provisions set forth in the BID PROCEDURE MANUAL of BM&FBOVESPA.
- 10.5.2.1.** It shall only be accepted, Prefixed National Treasury Bills (“LTN”); Prefixed Semiannual Coupon National Treasury Notes – F Series (“NTN-F”); Post-Fixed Financial Bills; Selic-Indexed Treasury Financial Bills (“LFT”); IPCA-Indexed + Semiannual Coupon National Treasury Notes – B Series (“NTN-B”); IPCA-Indexed National Treasury Notes – B Series - Principal (“NTN-B Principal”).
- 10.5.3.** In the case the PROPOSAL GUARANTEE is provided through surety bond the policies shall be contracted with the insurance companies and reinsurance companies authorized by the Superintendency of Private Insurance (“SUSEP”), in compliance with the terms of the regulatory acts of SUSEP.
- 10.5.4.** In the case the PROPOSAL GUARANTEE is provided through bank guarantee, the same shall be contracted with first class financial institutions, understood as such those whose risk rating is comprised in the category “investment degree” in at least one of the following agencies: Fitch, Standard & Poors or Moody’s.



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- 10.5.4.1.** The liability for the choice of the insurance company or financial institution issuing the PROPOSAL GUARANTEE shall be completely of the BIDDER, which shall answer for the damages caused to the GRANTING AUTHORITY in the event of bankruptcy, liquidation, receivership or intervention of respective institution, further to the need for re-contracting, solely at its expenses (of the BIDDER), of new guarantee.
- 10.5.4.2.** In the hypothesis of use of the surety bond as form of PROPOSAL GUARANTEE, the BIDDER, as taker, shall include the GRANTING AUTHORITY as only and sole beneficiary and insured of the policy, as well as its successive renewals and/or extensions, if any.
- 10.6.** In the cases of contribution of the money guarantee, the BID COMMITTEE shall inform checking account for transfers made by the BIDDERS.
- 10.7.** The PROPOSAL GUARANTEE provided by the winner of the TENDER may be converted in PERFORMANCE BOND, and shall be complemented, when required.
- 10.8.** The PROPOSAL GUARANTEE shall be returned:
- 10.8.1.** to the disqualified and incapable BIDDERS, upon definitive result of the classification and capability, respectively;
 - 10.8.2.** to the other BIDDERS, in up to thirty (30) days upon the date of signature of the AGREEMENT;
 - 10.8.3.** to the winning BIDDER, upon signature of the AGREEMENT, in the hypothesis that it is not converted into PERFORMANCE BOND.
- 10.9.** The PROPOSAL GUARANTEE, when in cash, shall be monetarily restated in the opportunity of its return.
- 10.10.** The total or partial noncompliance with the liabilities assumed by the BIDDERS with its participation on the BID, including in the cases of disqualification due to supervening fact, shall give rise to performance of the PROPOSAL GUARANTEE, upon notice, by the GRANTING AUTHORITY, to the noncompliant BIDDER, without prejudice to the other penalties provided for in the PUBLIC NOTICE or applicable laws.
- 10.11.** The PROPOSAL GUARANTEE shall answer for the penalties and indemnifications due by the BIDDERS or to the GRANTING AUTHORITY up to the date of signature of the AGREEMENT.



10.12. The BIDDERS not submitting the PROPOSAL GUARANTEES, in the conditions set forth in this PUBLIC NOTICE and in the Auction Procedure Manual, shall be prevented from participating in the BID and shall have its other documents returned.

11. WRITTEN ECONOMIC PROPOSAL

11.1. The Volume 2 shall include the WRITTEN ECONOMIC PROPOSAL of the BIDDER, which shall include the sole percentage of discount over the ANNUAL OPERATION CONSIDERATION, and shall have:

11.1.1. Presentation letter duly signed, containing the value of the initial offer concerning the ANNUAL OPERATION CONSIDERATION, according to Form no. 6 of Exhibit I of the PUBLIC NOTICE;

11.1.2. Subscribed letter, with due confirmation of powers of its signatory, by financial institution authorized by Banco Central do Brasil, economic consulting or accounting audit review with sound reputation, according to Form no. 7 of Exhibit I, issued in letterhead of said institution, which states that the fund raising capacity of the BIDDER individually or in CONSORTIUM is compatible with the performance of its WRITTEN ECONOMIC PROPOSAL, considering the funding option through own or third parties' funds, registered therein.

11.1.3. The financial institution mentioned in subclause 11.1.2 above cannot be being submitted to liquidation, intervention or Special Temporary Administration Regime ("RAET").

11.1.4. The entity in charge of the letter mentioned in subclause 11.1.2 above shall submit also, confidentiality sheet, where undertakes not to disclose the information obtained of the BIDDER, as well as not provide services having equal nature to other possible BIDDERS.

11.1.5. The submission of the letter, mentioned in this subitem, of entity which is a BIDDER or AFFILIATE of the BIDDER, which is running individually or as member of a CONSORTIUM is prohibited.

11.1.6. The WRITTEN ECONOMIC PROPOSAL shall take into account:

(i) all investment, taxes, costs and expenses, including but not limited to financial ones, required for the exploitation of the CONCESSION;

(ii) the ICMS relief on the internal operations with assets and goods intended to IMPLEMENTATION of the LRV, under ICMS Covenant no. 094/2012;



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- (iii) ICMS relief on FARE REVENUE;
 - (iv) the ISS failure to be levied on the FARE REVENUE and the ANNUAL MAXIMUM CONSIDERATION, once the LRV is an inter-municipal nature transportation and the consideration has a subsidy fare nature;
 - (v) the risks to be assumed by the CONCESSIONAIRE due to exploitation of the CONCESSION;
 - (vi) description of the structure of the financing the BIDDER intends to use for performance of the investments;
 - (vii) the incomes arising out of the receipt of the COMPENSATION FARE of the LRV, of the ANNUAL MAXIMUM CONSIDERATION, and exploitation of EXTRAORDINARY INCOMES, in the values and form registered in this PUBLIC NOTICE and its exhibits;
 - (viii) the twenty (20) year term of the CONCESSION, considering the provisions included in Exhibit 5 to the DRAFT OF THE AGREEMENT;
 - (ix) the amortization of all investment provided for during the CONCESSION term;
 - (x) that all values of the business plan shall be expressed considering the base date of January / 2017;
 - (xi) the conditions set forth in EXHIBIT 7 of the AGREEMENT (Consideration Payment Time Schedule), under the terms defined in this PUBLIC NOTICE and in the DRAFT OF THE AGREEMENT;
 - (xii) the liabilities provided for in Clause 4.5 of the AGREEMENT;
 - (xiii) application of the Law no. 12.860 of September 2013 over the fare revenue and the Operation Investment Consideration;
- 11.1.7.** The WRITTEN ECONOMIC PROPOSAL shall be valid for one hundred and eighty (180) days, from the date of its receipt by the BID COMMITTEE, being maintained all its conditions during this period.
- 11.1.8.** The proposal whose value of the ANNUAL OPERATION CONSIDERATION exceeds twenty-five million, six hundred and eighty-nine thousand and nine hundred and ninety-nine Brazilian *Reais* and ninety-six cents (R\$ 25,689,999.96), base date of January / 2017 shall be disqualified.



12. QUALIFICATION DOCUMENTS

12.1. The Volume 3, concerning the QUALIFICATION DOCUMENTS, shall include the documents with respect to legal qualification, tax and labor compliance, technical and economic-financial qualification and statements mentioned in this item 12 of the PUBLIC NOTICE.

12.2. The presentation by the BIDDER of any false or invalid Qualification Document shall give rise to its ineligibility of the TENDER, without prejudice to the application of administrative and penal penalties applicable.

12.3. It shall only be accepted as valid QUALIFICATION DOCUMENTS certificated having express validity or which have being issued within the three (3) month precedent to the date of delivery of the envelops.

12.4. The documents having foreign origin equivalent to those requested in this public notice, shall meet the conditions of item 7.9 and those provided for below:

12.4.1. The eligibility documents equivalent to those requested in this public notice, shall be submitted in a way so as to enable clear identification of its validity, eligibility and effectiveness, and the BIDDER shall inform to which item of this Public Notice this document corresponds to.

12.4.2. In the hypothesis of nonexistence of documents equivalent to those requested in this public notice, the BIDDER shall submit statement informing such fact, according to Form no. 10 – Statement for Nonexistence of Equivalent Documents, of Exhibit 01 of the PUBLIC NOTICE.

12.4.3. In substitution to the Statement for Nonexistence of Equivalent Documents, the Bidder may submit official statement of the consular representation of its country of origin, with list of equivalence between the documents required in the PUBLIC NOTICE and those requirable in its respective country.

12.5. Legal qualification

12.5.1. The documents with respect to the legal qualification shall consist solely of:

12.5.1.1. copy of the consolidated charters, bylaws or articles of organization in force, according to last alteration filed with the Board of Trade, or relevant registry office; should the last alteration of the bylaws / articles of organization do not consolidate the provisions set forth in the bylaws / articles of organization in force, the former alterations containing such provisions shall also be submitted;

12.5.1.2. commercial record, in the event of individual company;



12.5.1.3. proof of election / appointment of the managers of the BIDDER in exercise, filed with the Board of Trade or in relevant notary's office;



12.5.1.4. decree for authorization, when it comes to foreign company or firm in operation in the country, and act of registration or authorization for operation in the country, issued by relevant body.

12.6. Fiscal and labor compliance

12.6.1. The documents with respect to the fiscal and labor compliance shall consist solely of:

12.6.1.1. proof of registration with the Brazilian National Directory for Legal Entities (“CNPJ”);

12.6.1.2. proof of registration of state or municipal taxpayers, if any, with respect to the domicile or headquarters of the BIDDER, concerning the activity field and compatible with the contractual purpose;

12.6.1.3. proof of compliance with the Federal, State and Municipal Treasury of the municipality or headquarters of the Bidder, or another equivalent, under the law;

12.6.1.4. proof of compliance with the Government Severance Indemnity Fund for Employees (“FGTS”), stating regular status in compliance with social burdens created by the law;

12.6.1.5. proof of nonexistence of outstanding debits before the Labor Justice, upon submission of Clearance Certificate for Labor Debts, under terms of the Title VII-A of the Consolidation of the Labor Laws, approved by Federal Decree Law no. 5.452, of May 01, 1943.

12.7. Technical qualification

12.7.1. For purposes of technical qualification, all BIDDERS shall submit the documents registered in the following subclauses.

12.7.2. Confirmation of the operating capacity and experience in similar works

12.7.2.1. Confirmation of suitability of the BIDDER for performance of the relevant activities and compatible with the characteristics, quantities and terms with the purpose of the BID, through submission of one or more (i) certifications, (ii) certificates or (iii) statements, provided by state owned entity or private company, duly registered with the relevant professional entities, which confirm its expertise:



(i) in the performance of the works and engineering services in urban area, in which traffic deviations in streets or avenues and reorganizing interference had been required, including public utility networks, for a period shorter than ninety (90) consecutive days, and which comprise the following activities:

- a. Construction of, at least, nine (9) km of permanent via (subway or railway superstructure, LRV or monorail);
- b. Implementation energy system for transport systems, including, at least (9) Km of distribution lines.

(ii) in the operation of public transportation service, in subway or light rail mode (monorail, LRV), railway, waterway, roadway or any other with similar characteristics, for, at least, one (1) year and, with at least, forty thousand (40,000.00) passenger tickets average per business day, obtained during twelve (12) consecutive months.

12.7.2.2. The certifications, certificates or statements for purpose of confirmation of the requisites informed in item 12.7.2.1 may be submitted in the name of the BIDDER, its AFFILIATE, or company to the SUBCONTRACTOR previously informed.

12.7.2.2.1. In the case of use, by the BIDDER, for effect of confirmation of technical experience, certification of company to be subcontractor, shall be submitted letter, executed by legal representative of the SUBCONTRACTOR informed, in which the same accept the submission of its certification in the proposal of the BIDDER and undertakes to conduct the services should the BIDDER win.

12.7.2.2.2. It is prohibited to the company to be subcontractor and have a relationship with more than one BIDDER, separately or in CONSORTIUM.



12.7.2.3. Should the certifications, certificates or statements be submitted in name of the AFFILIATE, the corporate documents confirming such condition shall be provided.

12.7.2.4. In the event of corporate alterations, including in the event of merger, split, takeover or split-up of companies, shall only be considered certifications which have been subject matter of definitive transfer of technical assets, what shall also be subject matter of unequivocal and documental confirmation.

12.7.2.5. The failure to submit or omission of documentation required in this PUBLIC NOTICE, required for the analysis of the qualification, shall be reason for ineligibility of the BIDDER.

12.7.3. Confirmation of the experience of participation in big sized ventures

12.7.3.1. Confirmation, upon submission of up to three (3) certifications, certificates or statements, confirming the participation of the BIDDER in ventures with investments in the line of at least three hundred million Brazilian *Reais* (R\$ 300,000,000.00), in compliance with the following conditions:

(i) In the certifications, certificates or statements, the BIDDER shall appear, alternatively, as:

- a. person in charge of the investment and performance of the venture, hypothesis in which the actuation of the BIDDER must have been an individual one or as consortium member with minimum participation of thirty percent (30%) in the consortium responsible for the investment and performance of the venture;
- b. stockholder of company in charge of the investment and performance of the venture, hypothesis in which the BIDDER shall have participated with at least thirty percent (30%) of the corporate capital of the company; or
- c. investor in the venture, with minimum participation in the consortium of fifteen percent (15%).

(ii) The confirmation may be submitted by either company member of the CONSORTIUM or its AFFILIATES.

(iii) It is allowed the sum of the certifications provided that on at least one of the ventures mentioned in the certifications an investment of at least one hundred and fifty million Brazilian *Reais* (R\$ 150,000,000.00) has been made.



GOVERNO DO ESTADO DA BAHIA
SECRETARIA DE DESENVOLVIMENTO URBANO

PUBLIC NOTICE Nº.
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(iv) The values described in the certifications shall be updated, from the date of reference for performance of the investment, by the IPCA, disclosed by the Brazilian Institute of Geography and Statistics ("IBGE") or in the lack thereof, another official inflation index.

(v) The values informed in the certifications submitted by the BIDDER, for effect of appraisal of the amounts for investment made, when submitted in foreign currency, shall be translated to Brazilian *Reais* through the foreign exchange rate for sale published by Banco Central do Brasil at the date of the fund raising.

12.7.3.2. It shall be considered as certifications for purpose of meeting item 12.7.3.1:

(i) confirmation provided by state owned entity or private company contracting of the conduction of the venture;

(ii) confirmation through certification, certificates or statements provided by financial institution, mentioning the subject matter of the values obtained;

(iii) statement of the BIDDER indicating the values invested in own or third parties' funds, accompanied by copy of the agreement of CONCESSION and financing executed with the financial institution and other receipts it has.

12.7.3.3. It shall be admitted for the purposes provided for in item 12.7.3 certifications issued in name of the BIDDER, its AFFILIATES or SUBCONTRACTOR, meeting in this last case, the requirements of items 12.7.2.2, 12.7.2.2.1 and 12.7.2.2.2.

12.7.4. Technical qualification general rules

12.7.4.1. The BIDDER shall submit on a clear and unequivocal manner the relevant data of the certifications, certificates or statements and shall also for possible information complementation required, attach other relevant confirming documents.

12.7.4.2. The certifications, certificates or statements for technical qualification shall be included with, at least, the following information:



- (i) clear identification of the financed project;
- (ii) identification of the form of participation of the BIDDER in the operation;
- (iii) value of the structured financial operation (hereinafter referred to as “project finance”);
- (iv) date of the operation and respective amortization terms; and
- (v) name and qualification of the other institutions participating on the operation, if any.

12.7.4.3. The certifications may refer to agreements in progress, provided that the quantifications and technical characteristics of the subject matter are compatible with the requirements of this subclause.

12.8. Economic-financial qualification

12.8.1. The documentation concerning the economic-financial qualification shall consist of:

12.8.1.1. balance sheet and financial statements concerning the last fiscal year, already enforceable and submitted under the law, audited by independent audit company duly registered with the Brazilian Securities and Exchange Commission (“CVM”), and the sole submission of trial balances or provisional balances is prohibited;

12.8.1.2. clearance certificate for bankruptcy or receivership, issued by the distributor of the headquarters of the Bidder;

12.8.1.3. when it comes to non-business corporation or another form of legal entity, clearance certificate issued by the judicial distributor of the civil benches in general (execution proceeding) of the judicial district of the Municipality where the BIDDER is located, dated, with no more than ninety (90) days before the delivery of the volumes.

12.8.1.4. proof, through balance sheet informed in item 12.8.1.1, that at the date established for delivery of the Volume 1, it has net equity of, at least, one hundred and fifty million Brazilian *Reais* (R\$ 150,000,000.00).

- (i) When it comes to CONSORTIUM, the minimum value of the net equity shall be confirmed by the sum of net equity of the companies forming it, at the proportion of its respective interests;



(ii) The values expressed in foreign currency shall be translated, for purpose of confirmation of net equity, into Brazilian *Reais* (R\$), upon application of the sale commercial foreign exchange rate disclosed by Banco Central do Brasil, with respect to the termination date of the fiscal year informed in the balance sheet.

12.8.2. For foreign companies, balance sheet and financial statements concerning the last fiscal year, already enforceable and submitted under the law of the country of origin, and its replacement for trial balances or provisional balances, accompanied by Independent Auditors certificate is prohibited.

12.8.2.1. In the hypothesis of the audit review not be obliged by the laws of its countries of origin, the companies shall submit its financial statements (balance sheet and income statements) certified by an accountant registered in relevant professional entity.

12.8.3. When it comes to complementary close-open private pension entities or complementary close-ended private pension entities, the confirmation of the equity, considering the legal rules in force, shall correspond to the accounts of the Actuarial Enforceable Liabilities and Reserves and Funds.

12.8.3.1. Entities of this gender shall also submit Certificate that the plans and benefits administered thereby are not in liquidation or intervention by regulating entity.

12.8.4. When the BIDDER is an investment fund, shall submit Clearance certificate of bankruptcy of the administrator and manager of the fund, issued by the notary's office for distribution of the headquarters of the same, with issue date of up to one hundred and eighty (180) consecutive days before the receipt of the Commercial Proposal, and confirmation that the administrator and the fund are not in judicial liquidation process, upon certificate issued by the notary's office for distribution of its headquarters, or of extrajudicial liquidation, upon receipt obtained in consultation to the website of Banco Central do Brasil.

12.8.4.1. Investment funds may meet the requirements included in item 12.8.1.4 through net equity of its quotaholders, to be confirmed through submission of balance sheet of these quotaholders.

12.9. Statements

12.9.1. The BIDDER shall also submit in volume 3:



- 12.9.1.1.** statement that it became aware of all information and local conditions for compliance with the liabilities, subject matter of this Bid, according to Form no. 1 of the Exhibit I of the PUBLIC NOTICE;
- 12.9.1.2.** commitment to maintain the specific administrative, accounting and fiscal structure, according to Form no. 2 of Exhibit I of the PUBLIC NOTICE;
- 12.9.1.3.** statement of compliance with article 7, XXXIII, of the Federal Constitution, according to Form no. 3 of Exhibit I of the PUBLIC NOTICE;
- 12.9.1.4.** statement for nonexistence of hindrance, according to Form no. 4 of Exhibit I of the PUBLIC NOTICE.

12.10. Documents of the Consortium

12.10.1. Should the BIDDER participate through CONSORTIUM, the following rules shall be observed, without prejudice to the other existing in this PUBLIC NOTICE:

12.10.1.1. Each consortium member shall individually meet the requirements with respect to the legal and fiscal compliance included in the PUBLIC NOTICE;

12.10.1.2. Each consortium member shall individually meet the requirements for economic-financial qualification, except with respect to the submission of the PROPOSAL GUARANTEE.

12.10.1.3. Each member of the consortium shall deliver the statements mentioned in item 12.9 of the PUBLIC NOTICE.

12.10.1.4. The CONSORTIUM may also submit in Volume 1 - PROPOSAL GUARANTEE, the instrument of its creation or commitment for its constitution, which shall be included with the following information:

(i) name, organization and purpose of the CONSORTIUM;

(ii) qualification of the companies members of the consortium;

(iii) composition of the CONSORTIUM with respective participations of its members;

(iv) indication of the company leader, in charge of the performance of the acts which comply with the CONSORTIUM during the TENDER up to the signature of the AGREEMENT;



(v) provision of co-liability among the companies members of the consortium with respect to acts related to the TENDER; and

(vi) commitment as per future creation of the SPE, with reference to the participation of each company member of the consortium in the corporate capital of the future SPE.

12.11. Other documents

12.11.1. Should the BIDDER be a financial institution it shall submit, as additional document, the confirmation of authorization of operation as financial institution, issued by Banco Central do Brasil (“BACEN”).

12.11.2. Should the BIDDER a complementary open-ended private pension entities or complementary closed-ended private pension entities it shall submit, the following additional documents:

(i) receipt of express and specific authorization as per the creation and operation of the entity, granted by the relevant control body; and

(ii) statement that the plans and benefits managed thereby are not under liquidation or intervention of the Complementary Private Pension Office of the Ministry of Social Security.

12.11.3. In the hypothesis the BIDDER is an investment fund, it shall be additionally submitted the following documents:

(i) receipt of registration of the investment fund with the Brazilian Securities and Exchange Commission, created by Federal Law no. 6.385/76;

(ii) charters with the last alteration filed with relevant body;

(iii) regulation and alterations, if any, duly registered with the Registry for Deeds and Documents;

(iv) receipt of registration of the administrator and, if any, of the manager of the investment fund, with the Brazilian Securities and Exchange Commission;

(v) confirmation that the investment fund is duly authorized by the quotaholders to participate of the bidding procedure;



(vi) confirmation of the existence of investment commitments executed between the quotaholders and the fund, being admitted the submission of the announcement of termination of the offering of the fund for confirmation, according to Exhibit V and Exhibit VII of CVM Instruction no. 400;

(vii) in the case of foreign fund, the confirmation of the existence of investment commitment executed between the quotaholders and the fund may occur through submission of documents analog to those required in Brazil;

(viii) in the case of Venture Investment Fund ("FIP"), the submission of the list of quotaholders having more than five percent (5%) of interest, which shall also, present its balance sheet with respect to the last year enforceable under the Law.

12.11.4. So as to meet the requisites of the precedent subclause, foreign funds may submit documentation of their countries of origin equivalent to the one required, waiving the consular authentication in the hypothesis provided for by Hague Apostille Convention.

12.11.5. Should the BIDDER be a foreign company, further to the documents compatible to the ones required above, shall also submit:

(i) statement that the documents submitted meet the requirements of this item 12;

(ii) power of attorney granted to the legal representative in Brazil, with express powers to receive summoning and answer under administrative and judicial courts for its acts, accompanied by documents(s) which confirm the powers of the principal(s), according to Form no. 9 of Exhibit I.

(iii) express declaration that, so as to participate of this Bid, shall be subject to the laws of the Federative Republic of Brazil and that waives the right to make possible claim diplomatically, according to Form no. 8 of Exhibit I.



13. BID COMMITTEE

13.1. The BID shall be processed and judged by the BID COMMITTEE, and shall be liable for conducting the works required to the performance of the BID.

13.1.1. The BID COMMITTEE may request assistance of BM&FBOVESPA as well as other members of the state public administration.

13.1.2. Further to the prerogatives arising out of its functions, the BID COMMITTEE may:

13.1.2.1. alter the rules of the PUBLIC NOTICE;

13.1.2.2. request to the BIDDERS, at any time, further clarification on documents submitted thereby;

13.1.2.3. cause diligence intended to clarify or complement the instruction of the TENDER, and may avail of the technical team support;

13.1.2.4. extend or advance, in compliance with the legal limits, the terms the PUBLIC NOTICE refers to, in the event of public interest, *cas fortuit* or *force majeure*;

13.1.2.5. stay any public session, in course of the bidding procedure, convening the BIDDERS to another session, in location, time and date timely disclosed in the DOE.

13.2. Any alteration in the PUBLIC NOTICE shall be published in the DOE and other newspapers used for giving publicity to the Bid, further to be directly noticed through letter, fax or email to all those acquiring the PUBLIC NOTICE and website [www.sedur.ba.gov.br/Mobilidade Urbana/Veiculo Leve sobre Trilho](http://www.sedur.ba.gov.br/Mobilidade_Urbana/Veiculo_Leve_sobre_Trilho).

13.3. Should the alteration affect directly the preparation of the WRITTEN ECONOMIC PROPOSAL, the submission of the PROPOSAL GUARANTEE or obtainment of the QUALIFICATION DOCUMENTS the PUBLIC NOTICE shall be republished so as to assure the interested parties the minimum legal term for preparation and submission of its proposals.

13.4. The refusal in providing clarification and documents or in generally complying with the requirements of the BID COMMITTEE shall give rise to disqualification of the BIDDER.

14. TENDER PROCEDURE ORDER

14.1. The delivery of the volumes and the PUBLIC AUCTION SECTION shall follow the order of events and time schedule informed in Exhibit IV (Time Schedule).



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- 14.2.** The BID shall start in the PUBLIC SESSION FOR THE VOLUME 1 OPENING - PROPOSAL GUARANTEE, when the BID COMMITTEE shall pronounce the delivery of the volumes of each BIDDER, filed under this PUBLIC NOTICE, being the same the date of delivery of the volumes.
 - 14.3.** Upon start of the public session for opening shall be made an analysis of the documentation with respect to Volume 1. Promptly after, the BID COMMITTEE shall cause analysis of the documentation of all BIDDERS which have presented guarantees according to item 10, what can be made in the very session or later moment, when the same is declared terminated.
 - 14.4.** Upon analysis of the PROPOSAL GUARANTEE, the BID COMMITTEE shall make public respective judgment, declaring which BIDDERS were selected or not.
 - 14.5.** The BID COMMITTEE shall disclose the date when the public session for opening of the Proposals shall be held, when shall cause the opening of the Volume 2 (WRITTEN ECONOMIC PROPOSAL), to which shall individually announce, the values of considerations registered in the WRITTEN ECONOMIC PROPOSAL of each BIDDER.
 - 14.6.** The BID COMMITTEE shall disqualify the BIDDER whose WRITTEN ECONOMIC PROPOSAL does not meet the totality of the requirements set forth in the applicable laws and in the PUBLIC NOTICE, and, also, the one implying offer subject to condition or term not provided in this PUBLIC NOTICE.
 - 14.7.** It shall be classified to participate on the PUBLIC AUCTION SECTION, being able to open outcry bids, the BIDDERS whose ANNUAL OPERATION CONSIDERATION value registered in its WRITTEN ECONOMIC PROPOSAL is, under subparagraph II of the §1 of article 12 of the Federal Law no. 11.079, of December 30, 2004, up to twenty percent (20%) bigger than the smallest ANNUAL OPERATION CONSIDERATION value among all WRITTEN ECONOMIC PROPOSALS submitted.
 - 14.8.** It shall be disqualified the proposal whose ANNUAL OPERATION CONSIDERATION value exceeds twenty-five million, six hundred and eighty-nine thousand, nine hundred and ninety-nine Brazilian *Reais* and ninety-six cents (R\$ 25,689,999.96), base date of January / 2017.
 - 14.9.** Upon classified the WRITTEN ECONOMIC PROPOSALS, the open outcry bid steps shall start.
 - 14.10.** Upon each new bid offered, the reclassification of the BIDDERS participating shall occur, under this PUBLIC NOTICE.



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- 14.11.** Each BIDDER can only make bids making its proposal lower than the proposal immediately before.
- 14.12.** The first bid shall be made by the BIDDER with the biggest ANNUAL OPERATION CONSIDERATION value among those convened to the open outcry bid step and may be of any value, provided that implies a lower proposal to its precedent proposal.
- 14.13.** If two or more BIDDERS submit equal value Written Economic Proposals, the order of the bids shall be made through lottery, and the first BIDDER to win the lottery shall make the first bid.
- 14.13.1.** If there is no bid made by the Bidders, and the draw in the WRITTEN ECONOMIC PROPOSALS remains, the tie-breaking shall be the lottery caused by the Director of the Session, and the first BIDDER to win the lottery shall be the best classified.
- 14.14.** In the open outcry PUBLIC AUCTION SECTION, at discretion of the Director of the Auction, may be fixed minimum value intervals to be observed by the BIDDERS between the bids.
- 14.15.** After the open outcry, the BID COMMITTEE shall disclose the definitive classification of the BIDDERS, from the one with smaller ANNUAL OPERATION CONSIDERATION value.
- 14.16.** The BID COMMITTEE, in session to be designated upon classification of the proposals, shall open and analyze the volumes of the QUALIFICATION DOCUMENTS only of the BIDDERS getting the three first places, considered as such those making the smaller ANNUAL OPERATION CONSIDERATION offers.
- 14.16.1.** Should the BIDDER classified in first place meet the qualification requirements, it is declared winner of the auction, being awarded the subject matter.
- 14.16.2.** In the hypothesis of noncompliance with the qualification requirements by the BIDDER classified in first place, the winner of the BID shall be the BIDDER which according to the classification order meets such requirement.
- 14.16.3.** In the hypothesis of noncompliance with the qualification requirements by the three first classified, if so is the case, the QUALIFICATION DOCUMENTS of the other BIDDERS, shall be opened according to the classification order.



15. CURE OF FORMAL FAILURES

15.1. Possible failures, omission or formal defects in the documents submitted by the BIDDER, referring to the PROPOSAL GUARANTEE; WRITTEN ECONOMIC PROPOSAL; and Legal, Fiscal, Technical and Economic-Financial QUALIFICATION DOCUMENTS; may be revealed or cured by the BID COMMITTEE, even if to do so it is required the diligence, hypothesis in which shall be made only to clarify factual or legal situation already existing at the date of submission of the proposal.

16. ADMINISTRATIVE APPEALS

16.1. The BIDDERS participating of the BID may resort to analysis and judgment of the documents included in Volume 1, of the final result of the PUBLIC AUCTION SECTION and analysis and judgment of the QUALIFICATION DOCUMENTS.

16.2. The appeal shall be filed within a five (5) business day term from the decision declaring the winning BIDDER of the Auction, when the other BIDDERS may appeal of all decisions pronounced up to then by the BID COMMITTEE.

16.3. The appeal filed shall be noticed to the other BIDDERS, which may challenge it within a five (5)-business day term.

16.4. The appeals and challenges of the appeals shall be guided to higher authority, through intermediation of the president of the BID COMMITTEE, who may reconsider his decision within a five (5) business day term or forward to relevant authority.

16.5. The appeals can only be admitted when subscribed by legal representative(s), ACCREDITED REPRESENTATIVES, attorney-in-fact vested with specific powers or any person subrogated with such specific powers, provided that supported by demonstration of such powers under item 8.1 of the PUBLIC NOTICE.

17. SIGNATURE OF THE AGREEMENT

17.1. Provided that the award and homologation of the TENDER is published, the winning BIDDER shall be convened for signing the AGREEMENT within a thirty (30)-day term.

17.2. The term provided for in item 17.1 may be extended for up to thirty (30) days, if requested during its course by the SUCCESSFUL BIDDER and provided that arises out of justified reason, accepted by the GRANTING AUTHORITY.



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- 17.3.** New extensions may be granted provided that the GRANTING AUTHORITY considers relevant the reasons exposed by the SUCCESSFUL BIDDER.
- 17.4.** The signature of the AGREEMENT shall be subject to submission, by the SUCCESSFUL BIDDER, of the following documents:
- 17.4.1.** confirmation of the creation of PERFORMANCE BOND, under clause 29 of the AGREEMENT;
 - 17.4.2.** charters of the SPE with corresponding relevant corporate record, as well as respective receipt of registration with the Brazilian National Directory for Legal Entities (“CNPJ”) and Board of Trade of the State of Bahia (“JUCEB”);
 - 17.4.3.** confirmation of the initial corporate capital paying up of the SPE, in Brazilian national currency of, at least, three million Brazilian *Reais* (R\$ 3,000,000.00);
 - 17.4.4.** confirmation of payment in the amount of six hundred and two thousand, five hundred and thirty-seven Brazilian *Reais* and eighteen cents (R\$ 602,537.18) concerning the emoluments due to BM&FBOVESPA;
 - 17.4.5.** description of the stock and management structure considered to SPE, containing:
 - 17.4.5.1.** information on the membership of the CONCESSIONAIRE, as applicable, and of its parent companies;
 - 17.4.5.2.** identification of the main administrators, including respective curriculum;
 - 17.4.5.3.** description of principles of corporate governance adopted in the management of the SPE;
 - 17.4.5.4.** updated business plan according to the open outcry pits made in the auction, prepared according to the orientations included in the EXHIBIT V of the PUBLIC NOTICE;
 - a. The business plan does not attribute to the GRANTING AUTHORITY the liability for the concretization of the provisions and studies set forth therein.
- 17.5.** The unjustified refusal in signing the AGREEMENT shall enable the GRANTING AUTHORITY the execution of the PROPOSAL GUARANTEE without prejudice to the application of administrative penalties, of conviction to payment of indemnification in favor of the GRANTING AUTHORITY and other legal penalties applicable.



17.6. The SUCCESSFUL BIDDER refusal in signing the AGREEMENT or noncompliance with the conditions set forth in item 17.4 shall give the GRANTING AUTHORITY the option to convene the other BIDDERS, in the classification order, to sign the AGREEMENT under the same conditions proposed by the first classified.

18. PENALTIES

18.1. The BIDDER not complying with the public notice in a way so as to jeopardize the bidding procedure or which practices any illegal act among those provided for in articles 89 to 99 of the Federal Law no. 8.666, of June 21, 1993, and article 184, 1486/191 and 193/200 of the State Law no. 9.433, of March 1st, 2005, shall be subject to the penalties provided for in this PUBLIC NOTICE.

18.2. Guaranteed the right to contest and the prior and full defense, the administrative penalties the BIDDERS are subject to, are the following:

18.2.1. fine, proportional to the seriousness of the fault;

18.2.2. temporary stay of the interest in bid and prevention of contracting with the Administration, for a term not to exceed five (5) years; and

18.2.3. statement of disreputability to bid or contract with the Public Administration, for as long as the reasons determining such punishment and up to its rehabilitation with the state public Administration is caused.

19. FINAL

19.1. The penalties for the cases of noncompliance, as well as conditions for payment and criteria for compensation restatement are provided for in the AGREEMENT and its exhibits.

19.2. The relevant state authority, on its own motion or as per third parties' provocation, shall annul the BID if assessed any illegality which cannot be cured.

19.3. The terms set forth in days, in the PUBLIC NOTICE and in the AGREEMENT shall be counted in consecutive days, except when made reference to business days.

19.4. The GRANTING AUTHORITY may, at any time, postpone the steps of the Bid, under applicable law, without the BIDDERS being entitled to indemnification or refund of costs and expenses in all events.



PART IV – EXHIBIT

The following Exhibits are integral part to the PUBLIC NOTICE:

Exhibit I - Forms of the Statements and Commitments Provided for in the PUBLIC NOTICE

- Form no. 1 – Statement of awareness of the terms of the PUBLIC NOTICE
- Form no. 2 – Commitment to maintain the specific administrative, accounting and fiscal structure
- Form no. 3 – Statement of Compliance with Article 7, XXXIII, of the Constitution
- Form no. 4 – Statement of nonexistence of hindrance
- Form no. 5 – Clarification Request
- Form no. 6 – Presentation Letter of the WRITTEN ECONOMIC PROPOSAL
- Form no. 7 – Statement of Fund Raising Capacity According to WRITTEN ECONOMIC PROPOSAL
- Form no. 8 – Statement of Submission to the Brazilian Laws and Waiver of Claim through Diplomatic Ways
- Form no. 9 – Power of Attorney

Exhibit II- Minimum Terms and Conditions of the Surety Bond

Exhibit III- Form of Bank Guarantee

Exhibit IV- Bid Time Schedule

Exhibit V – Business Plan / Volume I – Business Plan Guidelines / Volume II – Business Plan – Financial Charts

Exhibit VI - DRAFT OF THE AGREEMENT

Exhibit VII – Program Agreement and its Exhibits

Exhibit VIII – Investment Commitment



EXHIBIT I - FORMS OF THE STATEMENTS AND COMMITMENTS PROVIDED FOR IN THE PUBLIC NOTICE

Form no. 1 - Statement of awareness of the terms of the PUBLIC NOTICE

[location], [][], 2017

TO THE BID COMMITTEE

Re. TENDER no. 01/2017 Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.

Dear Gentlemen,

The (**BIDDER**), (qualification), through its legal representative, hereby declares to have read the PUBLIC NOTICE, its exhibits and even, clarification pronouncements of the BID COMMITTEE attached thereto, that is fully aware of its contents, subject matter of this TENDER, and agrees with it.

Sincerely,

[LEGAL REPRESENTATIVE]

Brazilian Identification Card ("RG"): [•]

Individual Taxpayer Registration ("CPF"): [•]



Form no. 2 - Commitment to maintain the specific administrative, accounting and fiscal structure

[location], [][], 2017

TO THE BID COMMITTEE

Re. *TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.*

Dear Gentlemen,

The **[BIDDER]**, **[QUALIFICATION]**, through its legal representative, hereby declares, for the purposes provided for in this PUBLIC NOTICE, that during the effectiveness of the AGREEMENT shall maintain, in the Municipality of Salvador, State of Bahia, specific administration and bookkeeping having an accounting, fiscal, labor and social security nature, prepared separately, so as to comprise with the IMPLEMENTATION and OPERATION of the Suburb LRV, according to the laws in force.

Sincerely,

[LEGAL REPRESENTATIVE]

RG: [•]

CPF: [•]



Form no. 3 – Statement of Compliance with Article 7, XXXIII, of the Federal Constitution
[LOCATION], [·][·], 2017

TO THE BID COMMITTEE

Re. TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.

Dear Gentlemen,

The **[BIDDER]**, **[QUALIFICATION]**, through its legal representative, hereby declares, under applicable laws, on its own, by its successors and assignees, that is compliant with the Labor Ministry, with respect to the compliance with the subparagraph XXXIII, of article 7, of the Federal Constitution.

Sincerely,

[Legal Representative]

RG:

CPF:



Form no. 4 - Statement of nonexistence of hindrance

[LOCATION], [•][•], 2017

TO THE BID COMMITTEE

Re. *TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.*

Dear Gentlemen,

The [BIDDER], [QUALIFICATION], through its legal representative, hereby declares, for the purposes provided for in the **PUBLIC NOTICE**:

- a) was (were) not declared disreputable by act of the Federal, State or Municipal Power;
- b) is not under bankruptcy or composition with creditors;
- c) is (are) not hindered from transacting with the public administration of the State of Bahia or any of its entities of direct administration.

In witness whereof, we execute this, under the terms and penalties of the law.

Sincerely,

[LEGAL REPRESENTATIVE]

RG: [•]

CPF: [•]



Form no. 5 – Clarification Request

[location], [][], 2017

TO THE BID COMMITTEE

Re. TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.

Dear Gentlemen,

The [BIDDER], through its legal representative(s), submits below the clarification request with respect to the PUBLIC NOTICE and its Exhibits.

Number of the question made	Item of the PUBLIC NOTICE	Clarification requested	Number of the question attributed by SEDUR and which shall be included in the clarification minutes
1	Input item of the PUBLIC NOTICE this clarification requested refers to	To clearly write the clarification request required, in question form	Leave it blank
2	Input item of the PUBLIC NOTICE this clarification requested refers to	To clearly write the clarification request required, in question form	Leave it blank
3	Input item of the PUBLIC NOTICE this clarification requested refers to	To clearly write the clarification request required, in question form	Leave it blank
N	Input item of the PUBLIC NOTICE this clarification requested refers to	To clearly write the clarification request required, in question form	Leave it blank

Sincerely,

[LEGAL REPRESENTATIVE]

RG: [•]

CPF: [•]

Telephone: [•] Email: [•]



Form no. 6 - Presentation Letter of the WRITTEN ECONOMIC PROPOSAL
[LOCATION], [•][•], 2017

TO THE BID COMMITTEE

Re. *TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.*

Dear Gentlemen,

1. As per convening of the Office for Urban Development of the State of Bahia, hereby submit our WRITTEN ECONOMIC PROPOSAL for performance of the subject matter of the TENDER in reference.

2. We propose as ANNUAL OPERATION CONSIDERATION to be paid by the GRANTING AUTHORITY, concerning the period of one year, the amount of • Brazilian *Reais* (R\$[•]), having as base date the month of January of 2017.

2.1 The mentioned ANNUAL OPERATION CONSIDERATION is linear and shall be due by the GRANTING AUTHORITY, (i) totally (100%) from the LRV FULL OPERATION; and (ii) proportionally to the OPERATION of each OPERATING LANDMARK, pursuant to registration in EXHIBIT 7 of the AGREEMENT, in compliance with the following proportion:

Operating Landmark	Section	% Monthly Maximum Consideration
1	Section 1 and 2 Comércio- Baixa do Fiscal	25% of the MONTHLY OPERATION CONSIDERATION
2	Sections 1,2 and 3 Comércio- São Luis de Paripe	100% of the MONTHLY OPERATION CONSIDERATION

3. We hereby expressly declare that:

3.1 This WRITTEN ECONOMIC PROPOSAL is valid for one hundred and eighty (180) days, from the date of its receipt by the BID COMMITTEE, as set forth in the PUBLIC NOTICE;

3.2 Were considered in the calculation of the values proposed in item 2 above all burdens, taxes, costs and expenses required to the performance of the CONCESSION, according to elements of the PUBLIC NOTICE and the Agreement;

3.3 We completely agree and without restrictions, with the contracting conditions set forth in the PUBLIC NOTICE in reference;

3.4 We are fully aware of the subject matter bided and of the conditions of execution of the works;



3.5 We hereby assume full responsibility for the performance of the works in compliance with the provisions set forth in the AGREEMENT and its EXHIBITS, and with other legal diplomas and regulations applicable;

3.6 We acknowledge that the ANNUAL OPERATION CONSIDERATION proposed was prepared by the total value of the subject matter of the TENDER in caption.

3.7 We completely complied with all liabilities and requisites included in the PUBLIC NOTICE in reference.

Sincerely,

[LEGAL REPRESENTATIVE]

RG: [•]

CPF: [•]



**Form no. 7 – Statement of Indebtedness Capacity Compatible with the
WRITTEN ECONOMIC PROPOSAL**

[LOCATION], [•] [•], 2017

TO THE BID COMMITTEE

Re. *TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.*

Dear Gentlemen,

In compliance with item 11.1.2 of the PUBLIC NOTICE no. 01/2017 we hereby declare that we have made the analysis and are able to conclude that the [BIDDER]_is capable of obtaining sufficient funds for the performance of its WRITTEN ECONOMIC PROPOSAL.

Sincerely,

[SIGNATORY LEGAL REPRESENTATIVE]

RG: [•]

CPF: [•]



Form no. 8 - Statement of Submission to the Brazilian Laws and Waiver of Claim through Diplomatic Ways

[LOCATION], [·][·], 2017

TO THE BID COMMITTEE

Re. TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.

Dear Gentlemen,

In compliance with item 12.11.5.,iii, of the PUBLIC NOTICE in reference, the **[BIDDER]**, through its undersigned representative(s), hereby declare that, in order to participate of this bid, shall be subject to the laws of the Federative Republic of Brazil and shall waive the right to possible claim through diplomatic ways.

Sincerely,

[LEGAL REPRESENTATIVE(S)]

RG: [·]

CPF: [·]



Form no. 9 – Power of Attorney

Through this power of attorney, the **[BIDDER]**, **[QUALIFICATION]**, hereinafter referred to as “Principal”, appoints its attorneys in fact, Mr. **[•]**, **[qualification]**, to collectively or separately, regardless of order of appointment, practice the following acts in the Federative Republic of Brazil, in and out of courts:

(a) to represent the Principal before any entity, body or government department, publicly traded or privately held companies and any governmental body, including the State of Bahia, so as to establish and maintain understandings with said entities, to receive summons and notifications of any nature, request and/or cause consultations, request certificates and other documents and to perform the acts required during the performance of the bidding procedure described in the PUBLIC NOTICE no. 01/2017, including to bring appeal and waive the right to bring appeal; and, specially:

- (i) to assume commitments and/or liabilities in the name of the Principal and of any form contract, make deals, give and receive release in the name of the Principal;
- (ii) to represent the Principal in the defense of its interests in Court, in any level and before any Court or Tribunal, including contracting attorneys, with special powers to confess, compromise, make deals, give and receive release; and
- (iii) at its own discretion, subrogate, whether partially or as a whole, with reserve of powers, any of the powers granted herein, in the conditions he/they see fit.

This power of attorney has an indefinite term.

[LOCATION], **[•]** **[•]**, 2017

Sincerely,

[LEGAL REPRESENTATIVE]

RG: **[•]**

CPF: **[•]**



Form no. 10 – Statement of Nonexistence of Equivalent Document

TO THE BID COMMITTEE

Re. TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.

Dear Gentlemen,

In compliance with item 12.4.2 of the PUBLIC NOTICE in reference, the [BIDDER], through its undersigned representative(s), hereby declares, under the applicable laws, that the documents informed below, required in the PUBLIC NOTICE, do not have an equivalent document in the country of origin of the company.

Sincerely,

[Proponent]
[legal representative]



EXHIBIT II – MINIMUM TERMS AND CONDITIONS OF THE SURETY BOND

1 Taker

1.1 Bidder.

2 Insured

2.1 State of Bahia

3 Subject matter of the Insurance

3.1 To assure the indemnification, in the amount of • Brazilian *Reais* (R\$ [•]), in the case the BIDDER fails to comply with any of its liabilities arising out of the Law or of the PUBLIC NOTICE, including the refusal to sign the CONCESSION Agreement or failure to comply with the requirements for its signature, in the conditions and term set forth.

4 Instrument

4.1 Surety Bond Policy issued by insurance company duly organized and authorized to operate by the Superintendency of Private Insurance (“SUSEP”), in compliance with the regulatory acts of SUSEP and of the Brazilian National Private Insurance Committee.

5 Price of the Guarantee

5.1 The Surety Bond Policy shall provide for the minimum indemnification amount of • Brazilian *Reais* (R\$ [•]).

6 Term

6.1 The Surety Bond Policy shall have at least a one hundred and eighty (180)-day term from the date of delivery of the envelopes, renewable as registered in item 10.3 of the PUBLIC NOTICE in reference.

7 Additional Provisions

7.1 The Surety Bond Policy shall contain the following additional provisions:

- (i) statement of the Insurance company that it knows and accepts the terms and conditions of the PUBLIC NOTICE, as well as it knows the terms of the proposal of the BIDDER and that all subjective conditions were considered upon issue of the policy;



-
- (ii) statement of the Insurance company that it shall pay the amounts provided for herein in no more than thirty (30) days, from the date of delivery of all documents listed by the Insurance company as required to the characterization and regulation of the loss, under SUSEP Circular letter no. _____;
- (iii) upon confirmed the noncompliance, by the Taker, with the liabilities covered by the Surety Bond Policy, the Insured shall be entitled to require of the Insurance Company the due indemnification, when the notification made to the Taker is not a fructiferous one.
- 7.2 . The terms not expressly defined in this Exhibit shall have the meaning attributed thereto in the PUBLIC NOTICE.



EXHIBIT III – FORM OF BANK GUARANTEE

[location], [•] [•], 2017

TO THE BID COMMITTEE

Re. *TENDER no. 01/2017. Purpose: Sponsored concession for Implementation and Operation of the Suburb LRV.*

- 1 Through this Surety Letter, Banco [•] S.A., with principal place of business at [•], registered with the CNPJ/MF under no. [•] (hereinafter referred to as “Guarantor Bank”), directly on its own and for possible successors, undertakes before the GRANTING AUTHORITY as co-guarantor of [•], with principal place of business at [•], registered with the CNPJ/MF under no. [•] (hereinafter referred to as “Guaranteed Debtor”), with express waiver of the rights provided for in articles 827, 835, 837, 838 and 839 of the Federal Law no. 10.406, of January 10, 2002 (Brazilian Civil Code), by strict compliance with all liabilities assumed by the Guaranteed Debtor in the bidding procedure described in the PUBLIC NOTICE in reference, whose terms, provisions and conditions the Guarantor Bank expressly declare to know and accept.
- 2 The Guarantor Bank undertakes to pay to the GRANTING AUTHORITY the total value up to [•] Brazilian *Reais* (R\$ [•]) (hereinafter referred to as “Guarantor”) in the case the BIDDER fails to comply with its liabilities arising out of the laws or of the PUBLIC NOTICE, including refusal in signing the CONCESSION Agreement or not meeting the requirements for the signature, in the conditions and term set forth in said PUBLIC NOTICE.
- 3 The Guarantor Bank also undertakes, within the scope of the value identified above by the losses caused by the Guaranteed Debtors, including, but not limited to, fines applied by the GRANTING AUTHORITY related to the bidding procedure, undertaking to make the payments arising out of these losses when so required, within no more than forty-eight (48) hours, from the receipt by the Guarantor Bank, of the written notice forwarded by SEDUR, as entity in charge of the conduction of the Bid.
- 4 The Guarantor Bank shall not claim any objection or opposition of the Guaranteed Debtor or called thereby for purpose of exempt the compliance with the liability assumed before the GRANTING AUTHORITY under this Surety Letter.
- 5 In the hypothesis of the GRANTING AUTHORITY file judicial action for claiming the compliance with the liability this Surety Letter refers to, the Guarantor Bank is obliged to pay the arbitration, judicial or extrajudicial expenses.
- 6 The Surety Bond shall be in force for at least one hundred and eighty (180) days from the date of delivery of envelopes according to conditions mentioned in item 10.3.



7 The Guarantor Bank declares that:



-
- 7.1 this Surety Letter is duly account for, strictly complying with the regulations of Banco Central do Brasil currently in force, further to meeting the precepts of the Bank Law in force;
- 7.2 the signatories of this document are authorized to provide Surety in its name and under its liability; and
- 7.3 its corporate capital is of [•] Brazilian *Reais* (R\$ [•]), and Banco Central do Brasil is hereby authorized to issue Surety Letter, and that the value of this Surety Letter, in the amount of [•] Brazilian *Reais* (R\$ [•]), is within the limits authorized thereto by Banco Central do Brasil.
- 8 The terms not expressly defined in this Surety Letter shall have the meaning attributed thereto in the PUBLIC NOTICE.

[CERTIFIED SIGNATURE OF THE LEGAL REPRESENTATIVE(S) OF THE FINANCIAL INSTITUTION]

Witnesses:

[NAME]
RG: [•]
CPF: [•]

[NAME]
RG: [•]
CPF: [•]



EXHIBIT IV – TIME SCHEDULE

Events	Description of the Event	Dates
1	Publishing of the PUBLIC NOTICE	05/04/2017
2	Term for request of clarification to the PUBLIC NOTICE	Up to 06/26/2017
3	Term for challenge to the PUBLIC NOTICE	From 05/04/2017 up to 06/23/2017 (for any person) From 06/04/2017 up to 06/28/2017 (for the Proponents)
4	Receipt, by BM&FBOVESPA and the Bid Special Committee of all copies of the volumes with respect to: (i) PROPOSAL GUARANTEE; (ii) WRITTEN ECONOMIC PROPOSAL; and (iii) QUALIFICATION DOCUMENTS	06/30/2017 from 12:00 p.m. to 2:00 p.m.
5	Opening and analysis of the copies of the Volume 1 - PROPOSAL GUARANTEE of the Proponents, by the Bid Special Committee and BM&FBOVESPA.	06/30/2017 at 03:00 p.m.
6	Publishing at the website http://www.sedur.ba.gov.br/Mobilidade Urbana/Veiculo Leve sobre Trilho of the acceptance of the PROPOSAL GUARANTEES	To be determined
7	Opening of the copies of the Volume 2 - WRITTEN ECONOMIC PROPOSAL of the classified Proponents. Disclosure of the provisional classification order, before the open outcry pit step. Open outcry offers of the convened Proponents upon criteria provided for in item 14.15 of this PUBLIC NOTICE, in inverse order from the lowest value of ANNUAL OPERATION CONSIDERATION offered. Disclosure of the definitive classification offer of the Proponents, after the open outcry pit step.	To be determined
8	Opening of the copies of Volume 3 – Legal, Fiscal, Technical and Economical-Financial QUALIFICATION DOCUMENTS of the Proponents classified in the three first places in classification order of the Written Economic Proposals, upon submission of the open outcry pits.	To be determined



9	Publishing by the Bid Special Committee in the website http://www.sedur.ba.gov.br/ Mobilidade Urbana/Veiculo Leve sobre Trilho , of the decision with respect to the analysis of the legal, Fiscal, Technical and Economic-Financial QUALIFICATION DOCUMENTS. Start of the term for bringing appeals.	To be determined
10	Notice of the Proponents of the bringing of appeals and opening of term for challenge of the appeals	To be determined
11	Publishing, by the Bid Special Committee of the decision on funds and challenges to the funds.	To be determined
12	Homologation of the result of the Auction by SEDUR.	To be determined
13	Confirmation of compliance, by the winning Proponent, with the conditions prior to the signature of the CONCESSION Agreement, as informed in item 17.4.	To be determined
14	Signature of the CONCESSION Agreement	To be determined



EXHIBIT V – BUSINESS PLAN

Volume I – Guidelines of the Business Plan



EXHIBIT V – BUSINESS PLAN

Volume II – Business Plan – Financial Charts



EXHIBIT VI – DRAFT OF THE AGREEMENT



EXHIBIT VII – PROGRAM AGREEMENT



EXHIBIT VIII – INVESTMENT COMMITMENT