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INVITATION TO BID OF CONCESSION No. 3/2018-PPI/PND

CONCESSION FOR THE DELEGATION OF THE EXPLORATION OF THE EXCLUSIVE INSTANT  
LOTTERY PUBLIC SERVICE - LOTEX

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## Part I - Preamble

By this **Invitation to Bid**, the **Federal Government**, through the **Ministry of Finance**, makes public the conditions of the privatization, in the modality of **Auction**, aiming at selecting the best proposal for the performance of the **Contract**, whose subject matter is the exploration of the Exclusive Instant Lottery Public Service - **LOTEx**.

This privatization will be governed by the rules established in this **Invitation to Bid** and in its **Annexes**, as well as by Federal Laws No. 13.334, of September 13, 2016, No. 8.987, of February 13, 1995, No. 9.491, of September 09, 1997, as amended by Federal Laws No. 9.635 of May 15, 1998; No. 9.074 of July 7, 1995; and, subsidiarily, by Federal Law No. 8.666 of June 21, 1993.

The public service of **LOTEx** was included in the National Privatization Program - PND through Federal Decree No.9.155, of September 11, 2017. The recommendations for the development of the privatization process are contained in Resolution No. 08 of September 13, 2016, Resolution No. 16, of August 23, 2017 and Resolution No. 22, of November 8, 2017, all of the Council of the Investment Partnership Program of the Presidency of the Republic.

Pursuant to article 39 of Federal Law No. 8,666 of June 21, 1993, and subsequent amendments, a public hearing was held on September 26, 2017, at the Auditorium of Ernst & Young Auditores Independentes, at Avenida Praia de Botafogo, 370, 10º andar, Botafogo, Rio de Janeiro - RJ, informed to the public through publication in the **Federal Official Gazette** and in a newspaper of broad circulation, namely Valor Econômico, on September 12, 2017, and on the electronic **website**.

Pursuant to article 15 of Resolution No. 1, of September 13, 2016, of the Council of the Investment Partnership Program of the Presidency of the Republic, a public consultation was held and informed to the public through publication in the **Federal Official Gazette** and in a newspaper of broad circulation, namely Valor Econômico, on September 12, 2017, and on the



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website.

The judgment criteria of the **Written Economic Proposal** will be the biggest offer for the payment of the **Initial Instalment for the Grant Offer** to the **Granting Power**, with inversion of the qualification phase, according to item II of article 15 and article 18-A, both of Federal Law No. 8.987, of February 13, 1995.

Proposals and other documents required for participation in the **Auction** will be received between 10:00 a.m. and 01:00 p.m. on November 27, 2018. The opening of **Proposals** will be held in public session starting on November 29, 2018, at 10:00 a.m., on **B3**, at Rua XV de Novembro, 275, in the Municipality of São Paulo, State of São Paulo.

The **Invitation to Bid** of this privatization, its **Annexes**, as well as all available information, studies and projects on **LOTEX** may be obtained (i) on electronic media, at **BNDES**, located in Rio de Janeiro, at Avenida República do Chile, no. 100, 15<sup>th</sup> Floor, between September 27, 2018 and November 7, 2018, from 10:00 a.m. to 06:00 p.m., and/or (ii) on the **website**. The information provided in the aforementioned media formats will be subject to the rules prescribed in this **Invitation to Bid**.

## Part II - Definitions

For the purposes of this **Invitation to Bid**, and notwithstanding other definitions established herein, the following definitions apply to the following expressions:

- (i) **Awardee: Bidder** winner of the **bidding process**, to whom the subject matter of bidding was awarded.
- (ii) **Annex:** each of the documents attached to the **Invitation to Bid**.
- (iii) **Annex to the Draft of the Contract:** each of the documents attached to the **Draft of the Contract**.
- (iv) **Physical Betting:** the one performed directly by the **Bettor** when purchasing a printed ticket.
- (v) **Virtual Betting:** the one performed by the **Bettor** in a virtual channel.
- (vi) **Bettor:** natural person of legal age who had performed the **Virtual Betting** and/or **Physical Betting**.
- (vii) **Total Revenue:** amount corresponding to the sum of the sales of **Physical Betting** and **Virtual Betting**.
- (viii) **B3:** B3 S.A. BRASIL, BOLSA, BALCÃO - B3, current name of BM&FBOVESPA S.A. - Stock, Commodities and Futures Exchange, located in the City of São Paulo, State of São Paulo, at Rua XV de Novembro, No. 275, responsible by conducting the **Public Auction Session** together with the **Granting Committee**.
- (ix) **BNDES:** Brazilian Development Bank, located in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida República do Chile, No. 100.
- (x) **Affiliates:** companies subject to the significant influence of another company. There is significant influence when the power to participate in the financial or operating policy decisions of the investee is held or exercised without controlling it. Significant influence is assumed when there is ownership of 20% (twenty percent) or more of the voting capital of the investee without controlling it.
- (xi) **Granting Committee:** committee established by **BNDES**, which will be responsible for examining and judging all documents and conducting the procedures related to the

**Auction.**

- (xii) **Concession:** concession for the operation of the Exclusive Instant Lottery public service - **LOTEX**, under the terms, period and conditions set forth in the **Draft of the Contract** and **Annexes** to the **Draft of the Contract**.
- (xiii) **Concessionaire:** **SPC**, as defined below, to be incorporated under the laws of the Federative Republic of Brazil, with the exclusive purpose of exploring the **Concession** of **LOTEX**.
- (xiv) **Consortium:** group of companies jointly and severally liable for the fulfillment of the obligations arising from the **Auction** and bound by the Term of Commitment for Organization of a **SPC**, accordingly **Annex 5**, that participates in the bidding.
- (xv) **Contract:** Concession Contract for the operation of **LOTEX**, to be entered into between the **Federal Government**, represented by the **Ministry of Finance**, and the **Concessionaire**, which shall be governed by the laws of the Federative Republic of Brazil, whose draft is included in **Annex 18**, of this **Invitation to Bid**.
- (xvi) **Controlled Company:** any legal entity or investment fund whose **Control** is exercised by another legal entity or investment fund.
- (xvii) **Parent Company:** any legal entity or investment fund exercising **Control** on another legal entity or investment fund.
- (xviii) **Control:** the power, held by a legal entity or group of legal entities bound by a voting agreement or under common Control, which, directly or indirectly, individually or jointly: (i) engage in a permanent manner, rights that ensure a majority of votes on company resolutions and elect the majority of directors or managers of another legal entity, investment fund or supplementary pension entity, as applicable; and/or (ii)(s) effectively direct the social activities and guide the functioning of the agencies of another legal entity, including investment fund or supplementary pension entity.
- (xix) **Accredited Brokerage Firms:** brokerage firms authorized to operate on **B3** contracted by the **Bidders**, through Brokerage Contract, to represent them in all acts related to the **Auction** before **B3**.
- (xx) **Effective Date:** date of beginning of the counting of the contractual term, which will be initialized upon publication of the **Contract** summary in the **Federal Official**

**Gazette.**

- (xxi) **Date for Receipt of Volumes:** date set in the schedule of the **Invitation to Bid**, in which shall be delivered by the **Bidders**, at **B3** and before **Granting Committee**, Volumes 1, 2 and 3, required for their participation in the **Auction**.
- (xxii) **Qualification Documents:** set of documents listed in the **Invitation to Bid**, to be submitted by the **Bidders** in order to attest legal qualification, technical qualification, fiscal and labor regularity and economic and financial qualification.
- (xxiii) **DOU:** Diário Oficial da União (**Federal Official Gazette**).
- (xxiv) **Invitation to Bid:** this **Invitation to Bid** No. 3/2018-PPI/PND and all its **Annexes**.
- (xxv) **Guarantee of the Proposal:** the guarantee of compliance with the proposal to be submitted by the **Bidders**, pursuant to this **Invitation to Bid**.
- (xxvi) **Performance Bond of the Contract:** the guarantee of the faithful fulfillment of the obligations of the **Contract**, to be maintained by the **Concessionaire** in favor of the **Ministry of Finance**, in the amounts and in the terms defined in the **Draft of the Contract**.
- (xxvii) **IPCA:** National Broad Consumer Price Index disclosed by the Brazilian Institute of Geography and Statistics.
- (xxviii) **Auction:** bidding process for the privatization and contracting of the **Concession**, pursuant to article 4, § 3, of Federal Law No. 9.491, of September 9, 1997.
- (xxix) **LOTEx:** Exclusive Instant Lottery (Loteria Instantânea Exclusiva), a lottery modality created by means of Federal Law No. 13.155, of August 4, 2015, as amended by Federal Law No. 13.262 of March 22, 2016, as well as regulated by Federal Decree No. 9.327 of April 4, 2018, characterizing itself as a public service to be operated under the **Concession**, both through virtual channels, or physical means (**PDVs**).
- (xxx) **Procedures Manual:** document prepared by **B3** and approved by **BNDES**, a key party to this **Invitation to Bid**, which sets forth guidelines, rules and document models/forms for **Auction** procedures, in accordance with **Annex 14**.
- (xxxi) **Ministry of Finance:** Ministry of Finance, headquartered in Brasília, Federal District, Brazil, in the Esplanada dos Ministérios, Block P, CEP 70048-900.
- (xxxii) **Draft of the Contract:** the draft of the **Contract**, which integrates **Annex 18** of the



#### Invitation to Bid.

- (xxxiii) **Instant lottery service operation:** the set of at least two (2) of the following activities in relation to a particular instant lottery: product development, transaction management and ticketing.
- (xxxiv) **Initial Instalment for the Grant Offer:** initial fixed amount to be paid by the **SPC** as condition to sign the **Contract**, which will correspond to the biggest offer as judgment criteria used in the **Auction**.
- (xxxv) **Annual Instalments for the Grant Offer:** three fixed instalments to be paid annually by **SPC**, after the signing of the **Contract**, pursuant to clause 4 of the **Draft of the Contract**.
- (xxxvi) **PDVs:** physical points of sale of **Physical Betting**.
- (xxxvii) **PGFN:** Office of the General Counsel to the Federal Treasury.
- (xxxviii) **Granting Power:** the **Federal Government**, through the **Ministry of Finance**, according to legal distribution of competences.
- (xxxix) **Term of Concession:** the term of 15 (fifteen) years, counted from the **Effective Date** of the **Contract**, already included in this term the necessary period to the organization and operation of **LOTEX**, meaning the necessary period to the effective start of the commercialization of **Physical Betting** and **Virtual Betting**.
- (xl) **Price:** the value of the **Physical Betting** or of the **Virtual Betting**, expressed in Brazilian Reais (R\$).
- (xli) **Bidder:** any legal entity, investment fund, supplementary pension entity or **Consortium** participant of the **Auction**.
- (xlii) **Written Economic Proposal:** amount in Brazilian Reais (R\$) offered by the **Bidder** for the payment of the **Initial Instalment for the Grant Offer** to the **Granting Power**.
- (xlili) **Winning Proposal:** amount in Brazilian Reais (R\$), offered by the **Bidder** best ranked in the **Auction**, corresponding to the biggest offer for the payment of the **Initial Instalment for the Grant Offer** to the **Granting Power**.
- (xliv) **PTAX:** exchange rate published by the Central Bank of Brazil.
- (xlv) **Gross Revenue of the Concessionaire:** corresponds to 18.3% (eighteen points and three tenths percent) of the **Total Revenue** generated by the commercialization of

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LOTEx, to be received by the **Concessionaire** pursuant to Federal Law No. 13.155, of August 4, 2015, as amended by Federal Law No. 13.262 of March 22, 2016.

- (xlvi) **Extraordinary Revenues:** any additional, ancillary or alternative revenue to the **Price** of the **Physical Betting** or the **Virtual Betting**, originating from the operation of LOTEx and any associated projects.
- (xlvii) **Accredited Representatives:** persons authorized to represent the **Bidders** in all documents related to the **Auction**, except in the acts performed with **B3**.
- (xlviii) **SEFEL:** Fiscal, Energy and Lottery Follow-up Secretariat, specific agency of the organizational structure of the **Ministry of Finance**, responsible for supervising the **Contract**.
- (xlix) **Public Auction Session:** public session to start on November 29, 2018, at 10:00 a.m., aiming at the opening of the Volumes 2 and classification of the **Written Economic Proposal** of **Bidders** whose Volumes 1 were accepted, pursuant to the publication provided for in event 7 of the schedule of the subitem 12.1, of the **Invitation to Bid**.
- (l) **Website:** website of the **BNDES** ([www.bndes.gov.br](http://www.bndes.gov.br)), in which documents and information on the **Auction** will be disclosed.
- (li) **SPC:** special purpose company to be organized by the winning **Bidder**, in the form of a joint-stock company, which will perform the **Contract** with the **Federal Government**, represented by the **Ministry of Finance**.

Except where the context does not allow such an interpretation, the definitions of the **Invitation to Bid** will be applied both in their singular and plural forms.

### Part III - Subject matter

#### 1 Subject matter of the Invitation to Bid

- 1.1 The subject matter of bidding is the granting of the **Concession**, aiming at the operation, by the **Concessionaire**, of **LOTEX** under the terms, in the period and conditions set forth in the **Draft of the Contract** and in the other **Annexes** of the **Invitation to Bid** and the **Contract**.
- 1.2 In its **Written Economic Proposal**, the amount of the biggest offer for the payment of the **Initial Instalment for the Grant Offer** cannot be inferior to R\$ 156.625.445,92 (one hundred and fifty-six million, six hundred and twenty-five thousand, four hundred and forty-five reais and ninety-two cents), containing 2 (two) decimal places.
- 1.3 The estimated amount of the **Contract**, is R\$ 14.431.580.703,73 (fourteen billion, four hundred and thirty-one million, five hundred and eighty thousand, seven hundred and three reais and seventy-three cents), which corresponds to the estimated real value of the sum of the **Gross Revenue of the Concessionaire** over the **Concession Period**.
- 1.4 This amount is purely indicative and does not bind any claim of economic and financial rebalancing under the **Concession**.
- 1.5 The term of the **Contract** is 15 (fifteen) years, counted from its **Effective Date**, already included in this term the necessary period to the organization and operation of **LOTEX**, meaning, the necessary period to the effective start of the commercialization of **Physical Betting** and **Virtual Betting**.

## Part IV - Access to Auction Information

### 2 Acquisition and Consultation of the Invitation to Bid and Access to Information

- 2.1 The **Invitation to Bid**, its spreadsheets and forms, the available information, studies and projects on **LOTEX** may be obtained (i) in electronic media at the headquarters of **BNDES**, on business days between September 27, 2018 and November 7, 2018, from 10:00 a.m. to 06:00 p.m., and/or (ii) on the **website**, focusing on the provision of this information and studies the rules provided for both in this **Invitation to Bid**.
- 2.2 **BNDES** and the **Ministry of Finance** shall not be liable for the **Invitation to Bid**, its spreadsheets and forms, as well as other available information, studies and projects on **LOTEX** obtained or known in a manner or in a place other than specified in this **Invitation to Bid**.
- 2.3 Obtaining the **Invitation to Bid** will not be a condition for participation in the **Auction**, nevertheless, each **Bidder** will be required to be knowledgeable about its contents and agree to all its terms and conditions.
- 2.4 The **Bidders** are responsible for the direct analysis of the conditions of **LOTEX** and all data and information regarding the operation of the **Concession**.
  - 2.4.1 The information, studies, searches, surveys, projects, spreadsheets and other documents or data related to **LOTEX** and its exploration, made available by **BNDES**, were created and obtained for exclusive purposes of pricing the **Concession** and do not present, before potential **Bidders**, any binding nature or imply the assumption of any liability of **BNDES** and of the **Ministry of Finance** to **Bidders** or to the future **Concessionaire**.
- 2.5 Interested parties are responsible for examining all instructions, conditions, requirements, laws, decrees, rules, specifications and regulations applicable to the **Auction** and **Concession**, as well as for the direct analysis of the conditions of **LOTEX** and all data and information on the operation of the **Concession**.
- 2.6 The **Bidders** shall bear their respective costs and expenses incurred in carrying out

studies, investigations, surveys, projects and investments related to the **Auction** or to the hiring process.

- 2.7 Documentation provided by **BNDES** exclusively to the **Bidders** shall not be reproduced, disclosed and used, in whole or in part, for any purpose other than those expressed in the **Invitation to Bid**.

### 3 Requests for Clarification

- 3.1 Requests for additional clarification by any interested parties must be made to **BNDES** no later than 6:00 p.m. on November 7, 2018, as follows:
- (i) by accessing the `ad_lotex@bndes.gov.br` website, and submitting a file containing any questions formulated in ".doc" format, according to the form in **Annex 1**; or
  - (ii) by means of correspondence filed at the headquarters of **BNDES**, containing the questions in accordance with the form in **Annex 1**, printed and in magnetic media, with the respective file recorded in format ".doc".
- 3.2 **BNDES** will not answer questions that have been formulated in disagreement with the provisions of subitem 3.1, above.
- 3.3 Responses issued by **BNDES** will be posted on the **website** without identifying the source of the questions.
- 3.4 The **Bidders** may also secure a copy of the minutes of clarification on the **Invitation to Bid** at the headquarters of **BNDES**.
- 3.5 All correspondence relating to the **Invitation to Bid** sent to **BNDES** will be deemed delivered on the date of its receipt by the recipient, except for correspondence received after 6.00p.m. (Brasília time), including cases of correspondence addressed to the **website**, which will be considered received on the next business day.
- 3.6 All responses by **BNDES** to the requests for clarifications made pursuant to this item shall be recorded in minutes, which shall be an integral part of this **Invitation to Bid**.



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#### 4 Challenges to the Invitation to Bid

- 4.1 Under penalty of preemption, any challenge to the **Invitation to Bid** must be filed at the headquarters of **BNDES** up to 5 (five) business days prior to the start date of the **Public Auction Session**.
- 4.2 Challenges to the **Invitation to Bid** shall be addressed to the president of the **Granting Committee** and delivered to the headquarters of **BNDES**, within the period mentioned in subitem 4.1 above and subject to legal conditions.
- 4.3 The challenge shall not prevent the interested party from participating in the **Auction**.

## Part V - Auction Regulation

### 5 Terms of Participation

- 5.1 The following may participate in the **Auction**, alone or in **Consortium**, in accordance with the terms of this **Invitation to Bid**:
- I. Brazilian or foreign legal entities;
  - II. supplementary pension entities; and
  - III. investment funds.
- 5.2 No **Bidder** may participate in more than one **Consortium**, albeit through its **Affiliates, Parent Companies, Controlled Companies** or companies under Common Control, even if with different percentages, under penalty of disqualification of the bidding process, no matter the stage in which it is revealed.
- 5.3 The following may not participate in the **Auction**, alone or in **Consortium**, in accordance with the terms of this **Invitation to Bid**:
- I. legal entity declared unqualified by act of the Government, pursuant to article 87, item IV, of Federal Law No 8.666 of June 21, 1993;
  - II. legal entity impeded or suspended from participating in bidding or contracting with the Public Administration;
  - III. legal entities who have been sentenced by a final judgment to the penalty of prohibition of rights due to the practice of environmental crimes, as regulated in article 10, of Federal Law No. 9.605 of February 12, 1998;
  - IV. legal entity whose manager(s) or technical manager(s) has(have) been in effective position or employment at the **Ministry of Finance**, at **BNDES** and/or at Caixa Econômica Federal, or occupying position of senior management, senior advice or intermediary assistance of the **Federal Government**, within the last 180 (one hundred and eighty) days prior to the date of the publication of the **Invitation to Bid**;
  - V. Caixa Econômica Federal, yet observed that:
    - a) the restriction of participation provided for in this item applies to the

- entities of the same economic group of Caixa Econômica Federal, including its **Parent Companies** and **Controlled Companies**.
- b) The terms of the **Invitation to Bid** will be applicable even after the conclusion of the bidding process, so the restriction set forth in this item remains applicable after the hiring of the **Concession**, preventing Caixa Econômica Federal, here included its **Parent Companies** and **Controlled Companies**, to become shareholder of the future **Concessionaire**; and
  - c) the restriction of participation set forth in this **Invitation to Bid** does not prevent the establishment of business agreements between the **Concessionaire** and the entities whose participation in the **Auction** is forbidden.
- VI. legal entity (and their respective directors, managers, shareholders or holders of more than 5% of the voting capital, **Parent Company**, technical officer or subcontractor) that has been hired by **BNDES** for the preparation of the studies that served as a basis for **Concession**; and
  - VII. legal entity that has established a technical, commercial, economic or financial bond, related to the studies that served as basis for the **Concession**, with the companies contracted by **BNDES** for the preparation of such studies, or, **Affiliates**, **Parent Companies**, **Controlled Companies** and entities under common control of these companies, individuals and/or legal entities that have acted in the preparation of the studies in question.
- 5.4 Participation in the **Auction** implies the full and unconditional acceptance of all the terms, provisions and conditions of the **Invitation to Bid**, of the **Annexes** to the **Invitation to Bid**, of the **Procedures Manual**, of the **Draft of the Contract** and the **Annexes** of the **Draft of the Contract**, as well as the other rules applicable to the **Auction**.
- 5.5 In the event of a conflict, the terms, provisions and conditions of the **Invitation to Bid** shall prevail over the provisions of the **Annexes** of the **Invitation to Bid**.
- 5.6 In the event the **Bidder** is a **Consortium**, the following rules shall be applied,



notwithstanding others existing in the remainder of the **Invitation to Bid**:

- I. in the formation and organization of the **Consortium**, the **Bidders** shall comply with subitems 5.2 and 5.3, of the **Invitation to Bid**;
  - II. each consortium member must meet the requirements related to legal qualification, fiscal and labor regularity and economic and financial qualification contained in **Annex 5**, of the **Invitation to Bid**;
  - III. the disqualification/incapacity of any consortium member will result in the automatic disqualification/incapacity of the **Consortium**;
  - IV. there is no limit on the number of consortium members for the constitution/organization of the **Consortium**;
  - V. the consortium member responsible for proving the technical qualification set forth in item 12.1.3, (i) of **Annex 5**, pursuant to this **Invitation to Bid**, shall hold at least a 15% (fifteen percent) participation in the **Consortium**;
  - VI. if the **Bidder** participates in a **Consortium**, it, its **Controlled Company(ies)**, **Parent Company(ies)**, **Affiliate(s)** and company(ies) under Common Control, are prevented from participating singly in the **Auction**;
  - VII. it will not be allowed the inclusion, substitution, withdrawal or exclusion of consortium members until the signature of the **Contract**, nor the change in the proportion of participation of the consortium members;
  - VIII. in case of **Consortium** integrated by foreign companies and domestic companies, the leading company must be necessarily a domestic company; and
  - IX. the joint and several liabilities of the consortium members shall cease, for the purpose of the obligations assumed by virtue of **Auction**:
    - (a) in the event that the **Consortium** was the winning **Bidder**, with the signature of the **Contract**; and
    - (b) in the event that the **Consortium** was not the winning **Bidder**, until the **Contract** was signed by the winning **Bidder** of the bidding process.
- 5.7 The practice of acts by the **Bidders** in each stage of **Auction** is subject to preclusion, being prohibited the exercise of faculties referring to steps already

consummated of **Auctions**, except in the cases admitted in the **Invitation to Bid**.

## 6 Form of Presentation of the Documentation

6.1 The **Guarantee of the Proposal**, the **Written Economic Proposal** and the **Qualification Documents** shall be (i) delivered in the **Date for Receipt of Volumes**, in **B3**, located at Rua XV de Novembro, No. 275 by the Representative of the **Accredited Brokerage Firms**, as provided for in the **Procedures Manual** and (ii) presented in 3 (three) sealed volumes, distinct and identified on their cover, as follows:

### I. VOLUME 1 - GUARANTEE OF THE PROPOSAL

INVITATION TO BID NO. 3/2018-PPI/PND - CONCESSION FOR THE OPERATION OF LOTEX

- COMPANY NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER
- NAME OF THE ACCREDITED BROKERAGE FIRM, AS WELL AS THE NAME, TELEPHONE NUMBER AND EMAIL ADDRESS OF ITS MEMBER RESPONSIBLE FOR THE AUCTION
- NAME, PHONE AND EMAIL ADDRESS OF THE ACCREDITED REPRESENTATIVE(S)

### II. VOLUME 2 - WRITTEN ECONOMIC PROPOSAL

INVITATION TO BID NO. 3/2018-PPI/PND - CONCESSION FOR THE OPERATION OF LOTEX

- COMPANY NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER
- NAME OF THE ACCREDITED BROKERAGE FIRM, AS WELL AS THE NAME, TELEPHONE NUMBER AND EMAIL ADDRESS OF ITS MEMBER RESPONSIBLE FOR THE AUCTION

- NAME, TELEPHONE NUMBER AND EMAIL ADDRESS OF THE ACCREDITED REPRESENTATIVE(S)

### III. VOLUME 3 - QUALIFICATION DOCUMENTS

INVITATION TO BID NO. 3/2018-PPI/PND - CONCESSION FOR THE OPERATION OF LOTEX

- COMPANY NAME OF THE BIDDER OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER
- NAME OF THE ACCREDITED BROKERAGE FIRM, AS WELL AS THE NAME, TELEPHONE NUMBER AND EMAIL ADDRESS OF ITS MEMBER RESPONSIBLE FOR THE AUCTION
- NAME, TELEPHONE NUMBER AND ELECTRONIC ADDRESS (EMAIL) OF THE ACCREDITED REPRESENTATIVE(S)

- 6.2 Each of the volumes of the **Guarantee of the Proposal**, the **Written Economic Proposal** and the **Qualification Documents** shall be presented in 2 (two) identical, bound, separate counterparts, one original and the other copy, with all pages numbered sequentially, including separating sheets, catalogs, drawings or the like, if any, regardless of whether it is more than one book, from the first to the last page, excluding the closing term, so that the numbering of the last page of the notebook reflects the total quantity of pages of the counterpart, and no amendments, erasures, interlineate or exceptions are allowed.
- 6.3 Each counterpart will contain an unnumbered page with its own closing term, in which it must be indicated the total number of pages of the counterpart.
- 6.4 Inside each one of the volumes of the **Guarantee of the Proposal**, of the **Written Economic Proposal** and of the **Qualification Documents** it shall be included electronic media (flash drive) with content identical to the documentation presented on physical media, in PDF format and without access restrictions or content protection.
- 6.5 In case of discrepancy between physical and electronic information, the

information provided on physical media shall prevail.

6.5.1 In the event of divergence between numbers and their expression in words, the expression in words shall prevail.

6.6 For presentation purposes:

- I. the counterparts of each of the volumes of the **Guarantee of the Proposal**, of the **Written Economic Proposal** and of the **Qualification Documents** shall contain, in addition to the identification referred to in subitem 6.1 above, the subtitles' "1<sup>st</sup> counterpart " and "2<sup>nd</sup> counterpart", respectively;
- II. all the documents should be presented in their original form or authenticated copy, except the documents related to the **Guarantee of the Proposal**, which should be presented in their original form in the 1<sup>st</sup> counterpart, here included the performance bond policies with digital certification.

6.7 All pages of each counterpart of the **Guarantee of the Proposal**, the **Written Economic Proposal** and the **Qualification Documents** shall be initialed by one of its **Accredited Representatives**.

6.8 One of the **Accredited Representatives** shall initial the sealing of each of the volumes indicated in subitem 6.1, inserting next to the item, by hand, the date and time.

6.9 Except when expressly authorized in this **Invitation to Bid**, the documents must be presented according to the models/forms contained in the **Invitation to Bid**, if existent.

6.10 Any formal defects in the documents forming the **Guarantee of the Proposal**, the **Written Economic Proposal** and the **Qualification Documents** may be remedied in accordance with the terms of item II, of subitem 11.2 below, in a term established by the **Granting Committee**.

6.11 Documents must be presented in plain language, without any amendments, erasures, interlineate or exceptions, and must observe the following rules with regard to language and validity:

- I. all documents related to the **Auction** must be submitted in Portuguese and

all documentation will be understood and interpreted according to the said language; and

- II. In the case of documents in a foreign language, it will only be considered if duly translated into Portuguese by a sworn public translator, with the confirmation of authenticity issued by the diplomatic or consular representation of Brazil in the country of origin of the document and duly registered in the Register of Deeds and Documents in Brazil, respected, however, the rules of Federal Decree No. 8.660 of January 29, 2016 (which promulgates the Convention on the Elimination of the Requirement for Legalization of Foreign Public Documents).

**6.11.1** The delivery of the documents of **Auction** by post or other means not provided for in this item 6 will not be accepted.

- 6.12** The **Bidders** shall bear all costs related to the preparation and presentation of the volumes of the **Guarantee of the Proposals**, the **Written Economic Proposals** and the **Qualification Documents**, and the **Ministry of Finance** and **BNDES** are not responsible, in any event, for such costs, whatever the procedures followed in **Auction** or its results.

## 7 Guarantee of the Proposal

- 7.1** The **Guarantee of the Proposal** shall be presented in the minimum amount of R\$ 28.753.174,59 (twenty-eight million, seven hundred and fifty-three thousand, one hundred and seventy four reais and fifty-nine cents), and may be provided in cash, Government bonds, performance bond or bank guarantee.
- 7.2** The **Guarantee of the Proposal** must have a minimum term of 1 (one) year from the **Date for Receipt of Volumes** and shall be extended for an equal period, at least 15 (fifteen) days before its expiration, at the expense of the **Bidders**, if it expires before the deadline set forth in subitem 7.8, if so requested by the **Granting Committee** and manifested the interest of the **Bidder** to remain in the bidding process, under penalty of disqualification in this **Auction**.

- 7.2.1 In the case of renewal, the **Guarantee of the Proposal** will be adjusted by the positive variation of **IPCA** disclosed by the Brazilian Institute of Geography and Statistics for the period between the **Date for Receipt of Volumes** and the month immediately previous to the renewal of the **Guarantee of the Proposal**.
- 7.2.2 In case of lack of interest in continuing participating in the bidding process and, therefore, in the renewal of the **Guarantee of the Proposal**, this decision shall be formalized before the **Granting Committee** within the term provided for in subitem 7.2.
- 7.3 **B3** shall review the regularity and effectiveness of the **Guarantee of the Proposals** submitted in accordance with the **Procedures Manual**, notifying the result of such analysis to the **Granting Committee**, so that it may decide on the regularity of the **Bidders** in such matter.
- 7.4 The **Bidders** shall also comply with the following conditions when offering the **Guarantee of the Proposal**:
- I. the **Guarantee of the Proposals** presented as performance bonds and bank guarantee must provide the minimum content or follow the specific model, respectively, of **Annexes 2** and **3**, in its original form (will not be accepted copies of any kind, but it is assumed the submission of digital counterpart of the performance bond policies certified by the Superintendence of Private Insurance - SUSEP), and must have (i) its amount expressed in Reais (R\$), and the signature of the issuing company's managers, permitted electronic signature, whose proof of the respective powers of representation shall be carried out in accordance with the **Procedures Manual**;
  - II. in the event that the **Guarantee of the Proposal** is provided in Government bonds, only Pre-Fixed Treasury (Drafts of the National Treasury - LTN), Treasury SELIC (Financial Drafts of the Treasury - LFT), Treasury IGPM + with Semiannual Interest (National Treasury Notes - Series C - NTN-C), Pre-Fixed Treasury with Semiannual Interest (National Treasury Notes - Series F NTN-F) or Treasury IPCA+ (NTN B Principal), observed the rules provided for in

the **Procedures Manual**;

- III. in case of cash deposit, the deposit must be made in a branch of Caixa Econômica Federal, as defined by the own **Bidder**, based on Article 82 of Federal Decree No. 93.872, of December 23, 1986, and Federal Decree-Law No. 1.737, of December 20, 1979, and the beneficiary's receipt counterpart must be submitted on the **Date for Receipt of Volumes**, for purposes of proving the presentation of the guarantee;
  - IV. the **Guarantee of the Proposal** must be accompanied by a letter of presentation, according to the model contained in **Annex 15**, signed by the **Accredited Brokerage Firm**;
  - V. if the **Bidder** participates alone, the **Guarantee of the Proposal** shall be submitted in its own name;
  - VI. if the **Bidder** is a **Consortium**, the **Guarantee of the Proposal** must be presented in the name of one or more consortium members and must guarantee the obligations of the entire **Consortium** as **Bidder**, expressly indicating the name of the **Consortium** and all consortium members with their respective percentage shares, regardless of the **Guarantee of the Proposal** has been provided by one or more consortium members. In this case, contribution of the total amount due is also admissible, separated among the consortium members, which may choose one of the modalities of guarantee, without prejudice to the choice, by the other consortium members, of a different modality;
  - VII. the **Bidder** shall submit the representation documents and the declaration referred to in item 8, below; and
  - VIII. the **Bidder** shall submit a declaration of independent preparation of **Written Economic Proposal**, in accordance with the model contained in **Annex 16**, duly signed by the **Accredited Representative**, with a notarized signature.
- 7.5 In the event that the **Guarantee of the Proposal** is provided through Government bonds, the economic value, as determined by **B3**, shall be considered for the purposes of calculating the minimum value, in accordance with subitem 7.1

above.

- 7.6 The volume of the **Guarantee of the Proposal** shall contain, as the case may be:
- I. the banking security instrument;
  - II. the performance bond policy accompanied by proof of payment of its premium; or
  - III. the proof of deposit in Reais (R\$), pursuant to subitem 7.4, item III, of the **Invitation to Bid**.
- 7.7 The **Bidders** who do not present the **Guarantee of the Proposal** under the conditions set forth in this **Invitation to Bid** and the **Procedures Manual** will be prevented from participating in the **Auction**, and will have the other documents returned.
- 7.8 The **Guarantee of the Proposal** will be available for withdrawal by the **Accredited Brokerage Firm** of the **Bidder**:
- I. which has been declared the winner, in the term of 15 (fifteen) days after the signature of the **Contract**;
  - II. which has not been declared the winner, in the term of 15 (fifteen) days after the date of signature of the **Contract**;
  - III. in the event of revocation of the **Auction**, for reasons of public interest, in the term of 15 (fifteen) days after the publication of the act of revocation of the **Auction**; and
  - IV. which decides not to proceed participating of the **Auction**, in the event of subitem 9.7, of this **Invitation to Bid**, within 15 (fifteen) days after the date of the manifestation of the **Granting Committee** about the acceptance of the reasons submitted by the **Bidder**.
- 7.8.1 If the validity period of the **Guarantee of the Proposal** expires before the **Contract** is signed, maintenance of the qualification conditions of the **Bidder** shall be subject to the regular renewal of its **Guarantee of the Proposal**, in accordance with the subitem 7.2, aforementioned.
- 7.9. The purpose of the **Guarantee of the Proposal** is the coverage of fines, penalties and indemnities that may be due by the **Bidders** to the **Ministry of Finance** by



virtue of their participation in the **Auction**, from the date of submission of the **Guarantee of the Proposal** until the period referred to in subitem 7.8, of this **Invitation to Bid**, notwithstanding the application of other penalties and residual liability for the amount that extrapolates the **Guarantee of the Proposal**.

7.10. The performance by the **Bidder** of any of the acts provided for in sub-item 7.11, below, will entail the application of a fine equivalent to the full amount of the **Guarantee of the Proposal**.

7.11. The **Guarantee of the Proposal** shall be executed in the event of total or partial default, on the part of the **Bidder**, of the obligations assumed by them in virtue of their participation in the **Auction**, upon notification by **BNDES**, to the defaulting **Bidders**, notwithstanding the other penalties provided for in the **Invitation to Bid** or in legislation, including, but not limited to, the following hypotheses:

- I. submission, by the winning **Bidder**, of **Qualification Documents** in disagreement with the provisions of the **Invitation to Bid**, observed the provisions of subitem 6.10, of the **Invitation to Bid**;
- II. Presentation of **Written Economic Proposal** that does not meet all requirements established in the applicable legislation and in the **Invitation to Bid**;
- III. Failure by the **Awardee** to comply with the obligations to enter into the **Contract**;
- IV. Refusal of the **Awardee** to enter into the **Contract**;
- V. practice, by the **Bidder**, of acts aiming at frustrating the objectives of the **Auction**; and
- VI. withdrawn, by the **Bidder**, of its proposal within the respective period of validity, except in event provided for in subitem 9.7, of the **Invitation to Bid**.

7.12 The **Guarantee of the Proposal** may not contain exclusionary clause of any liability incurred by the collateral borrower regarding participation in the **Auction**.

7.13 Any modification in the terms and conditions of the **Guarantee of the Proposal** presented to the **BNDES**, unless expressly approved by the **BNDES**, is prohibited.

## 8 Representatives of Bidders and Statements

### 8.1 Accredited Representatives

8.1.1 Each **Bidder** must have at least 1 (one) and at most 2 (two) **Accredited Representatives**.

8.1.2 The volume of **Guarantee of the Proposal** shall contain the following documents to prove the powers of representation of the **Accredited Representative(s)**:

- I. in the case of Brazilian companies, a power of attorney that proves the power to perform, on behalf of the **Bidder**, all acts relating to the **Auction**, using the model of **Annex 12**, accompanied by the documents proving the powers of the Grantor(s) (as last amended on the relevant business registry or notary public), accepted a Simplified Certificate issued by the Registry of Commerce of the **Bidder's** municipality;
- II. in the case of a foreign company, a power of attorney granted to the legal representative residing and domiciled in Brazil, proving the power to perform, on behalf of the **Bidder**, all acts related to the **Auction** and with express powers to receive summons and represent the **Bidder** administratively and judicially, as well as to make agreements and waive rights and, as the case may be, to establish the appropriate powers for the **Accredited Representative(s)**, using the model of **Annex 12**, accompanied by documents proving the powers of the grantors, with the signature(s) duly recognized as true by a notary or other entity according to the law applicable to the documents, which shall be recognized by the Brazilian consular representation of the country of origin, duly translated into Portuguese by a sworn public translator and registered in a Registry of Deeds and Documents (as last amended on the business register, competent registry or equivalent requirement of the country of origin), observed, however, the rules of Federal Decree No. 8.660, of January 29, 2016 (which

promulgates the Convention on the Elimination of the Requirement of Legalization of Foreign Public Documents);and

- III. in the case of **Consortium**, the power of attorney shall be granted by the leading company, in the form of items I and II above, as the case may be, and shall be accompanied by (i) indication of the leading company as responsible for the acts performed by the **Consortium** before the **Ministry of Finance, BNDES** and other agencies involved in the bidding process, (ii) powers of attorney granted by the **Consortium** members to the leading company, also in the format of **Annex 12**, as the case may be, (iii) documents proving the powers of all grantors, in the form of items I and II, above, as the case may be, and (iv) Commitment of constitution of **SPC**, subscribed by the consortium members, according to item 18, no. 30, of **Annex 5**.

**8.1.3** The **Accredited Representative(s)** shall not be allowed to intervene during the opening and classification stage of the **Written Economic Proposals**, before the **Granting Committee**.

**8.1.4** The **Accredited Representative(s)** shall sign all declarations and documents referred to in this **Invitation to Bid**, including the Agreement between the **Accredited Broker Firm** and the **Bidder**.

**8.1.5** Each **Accredited Representative** may only represent a single **Bidder**.

## **8.2 Accredited Brokerage Firms**

**8.2.1** The intermediation agreement between the **Accredited Brokerage Firm** and the **Bidder**, which shall have the minimum content specified in **Annex 13**, shall be included in the **Guarantee of the Proposal** volume, together with the documents referred to in sub-item 8.1.2 of the **Invitation to Bid**, subject to the **Procedures Manual**.

**8.2.2** The **Accredited Brokerage Firms** shall represent the **Bidders**, before the **B3**, in the delivery of all documents required in this **Invitation to Bid** - in particular the volumes of the **Guarantee of the Proposal**, the **Written Economic Proposal** and **Qualification Documents**.

8.2.3 Each **Accredited Brokerage Firm** may only represent a single **Bidder**, and each **Bidder** may only be represented and participate in **Auction** through a single **Accredited Brokerage Firm**.

## 9 Written Economic Proposals

9.1 The volume of the **Written Economic Proposal** shall contain only the Letter of Presentation of the **Written Economic Proposal**, duly signed, in accordance with the model contained in **Annex**.

9.2 In its **Written Economic Proposal**, the amount of the biggest offer for the payment of the **Initial Instalment for the Grant Offer** cannot be inferior to R\$ 156.625.445,92 (one hundred and fifty-six million, six hundred and twenty-five thousand, four hundred and forty-five reais and ninety-two cents) containing 2 (two) decimal places.

9.2.1 The **Written Economic Proposal** shall not contain information about the **Annual Instalments for the Grant Offer**, whose rules are defined in clause 4, of the **Draft of the Contract**, inclusively about the instalments amount and/or the periodicity of their payments.

9.3 The **Written Economic Proposal**, and, therefore, the **Winning Proposal**, should consider:

- I. all investments, taxes, costs and expenses required to operate the **Concession**, as provided for in **Contract** and other **Annexes** of the **Invitation to Bid** and **Contract**, disregarding any tax benefit;
- II. the risks to be assumed by the **Concessionaire** by virtue of the operation of the **Concession**, described in the **Invitation to Bid** and in the **Draft of the Contract**, as well as in the applicable legislation;
- III. the revenues resulted from the commercialization of **Physical Betting** and **Virtual Betting**; and;
- IV. the **Concession Period**.

9.4 The business plan presented by the **Bidder** cannot be included in the **Written**

**Economic Proposal**, nor in the other volumes mentioned in subitem 6.1, of the **Invitation to Bid**, otherwise the **Bidder** will be disqualified and will be applied a fine equivalent to the value of the **Guarantee of the Proposal**, with its consequent execution.

9.5 The **Written Economic Proposal** shall be valid for one (1) year, counted from **Date for Receipt of Volumes**, and in this period, all its conditions shall be maintained. At its discretion, the **Granting Committee** may request from the **Bidders** to extend of the validity of the **Written Economic Proposal** in case the bidding lasts for more than one year.

9.6 The **Written Economic Proposals**, shall be unconditional, irreversible and irrevocable.

9.7 After the receivment of the Volumes, the **Bidders** shall not withdrawal their proposals within its validity term, except due to justified reason, resulted from supervenient fact, duly grounded and accepted by the **Granting Committee**.

9.7.1 Without excluding other reasons that may be alleged by the **Bidders**, it shall be considered as proper reasons for the withdrawal of the proposal, in accordance with the subitem 9.7, of the **Invitation to Bid**, legislative amendments/alterations that result in the reduction of the percentage of the **Total Revenue** destined to the **Bettor's** award, or that reduces the **Gross Revenue** of the **Concessionaire**.

## 10 Qualification Documents

10.1 The volume of the **Qualification Documents** shall contain the documents indicated in **Annex 5**.

## 11 Granting Committee

11.1 The **Auction** will be judged by the **Granting Committee**, being responsible for conducting the work necessary to carry out the **Auction** with the support of **B3**.

11.1.1 The **Granting Committee** may request the assistance of PGFN, BNDES, SEFEL, B3, as well as other members of the **Ministry of Finance** and of BNDES who are not part of the **Granting Committee**.

11.2 In addition to the prerogatives implicitly arising from its legal function, the **Granting Committee** may:

- I. request from the **Bidders**, at any time, any clarification on the documents submitted by them;
- II. adopt criteria for reorganization of formal failures and complementation of shortcomings in the course of **Auction**;
- III. promote diligence aimed at clarifying or supplementing the instructions of **Auction**, forbidding the subsequent inclusion of document or information that should originally appear in the documents presented by the **Bidder**;
- IV. Extend the deadlines referred to in the **Invitation to Bid**, in case of public interest, acts of God or force majeure; and
- V. in the event of a change that unequivocally affects the preparation of the **Written Economic Proposals**, modify the **Date for Receipt of Volumes**, as well as the date of the **Public Auction Session**, by extending or reopening the term initially established.

11.3 Any change in the **Invitation to Bid** will be published in the **Federal Official Gazette** and other means used to make the documentation available.

11.4 The refusal to provide clarifications and documents and comply with the requirements requested by the **Granting Committee**, within the terms determined by it and in accordance with the terms of this **Invitation to Bid**, may lead to the disqualification/incapacity of the **Bidder**, notwithstanding the provisions of subitem 7.11 of the **Invitation to Bid**.

## 12 Receiving of the Volumes and Public Auction Session

12.1 The receipt of the volumes and the **Public Auction Session** will follow the order of events and schedule indicated in the table below:

This a free translation from the original draft of the Invitation to Bid. In case of divergence between this version and the original version, in Portuguese language, the latter shall prevail.

Events	Description of the Event	Dates
1	Publication of the <b>Invitation to Bid</b>	09/27/2018
2	Publication of the <b>Procedures Manual</b>	09/27/2018
3	Requests for Clarification	From 09/27/2018 to 11/07/2018
4	Answers to clarifications	Up to 11/12/2018
5	Final term for challenge the <b>Invitation to Bid</b>	11/22/2018
6	Receipt by <b>B3</b> and the <b>Granting Committee</b> of all copies of the volumes relating to: (i) <b>Guarantee of the Proposal</b> ; (ii) <b>Written Economic Proposal</b> ; and (iii) <b>Qualification Documents</b> .	<b>Date for Receipt of Volumes</b> 11/27/2018 from 10:00 a.m. to 01:00 p.m.
7	Disclosure of the <b>Bidders</b> entitled to participate in the <b>Public Auction Session</b> .	11/28/2018
8	Opening of the <b>Written Economic Proposals</b> of the <b>Bidders</b> whose <b>Guarantee of the Proposal</b> have been accepted.	<b>Public Auction Session</b> 11/29/2018 at 10:00 a.m.
9	Publication, on the <b>website</b> of the order of classification of the <b>Bidders</b> .	11/29/2018
10	Opening of the <b>Qualification Documents</b> only from the <b>Bidder</b> classified in first place	11/29/2018
11	Publication of the Judgment Minutes of the <b>Auction</b> , starting from this date the deadline for hearings and lodgment of possible appeals concerning the decision of the <b>Granting</b>	Until 12/14/2018

	<b>Committee.</b>	
<b>12</b>	End of deadline to see and file appeals concerning the Minutes of Judgment of the <b>Auction</b>	Until 12/21/2018
<b>13</b>	Beginning of deadline for objections to the appeals	Until 12/27/2018
<b>14</b>	End of deadline for objection to the appeals	Until 01/04/2019
<b>15</b>	Publication of the judgment of the appeals	Until 01/11/2019
<b>16</b>	Confirmation of the Result of <b>Auction</b> by the <b>BNDES</b>	Until 02/01/2019
<b>17</b>	Proof of compliance with, by the winning <b>Bidder</b> , the conditions prior to the signature of the <b>Concession Contract</b> , as indicated in subitem 15.3, of the <b>Invitation to Bid</b>	Until 04/30/2019
<b>18</b>	Publication of the Granting Act	Until 05/14/2019
<b>19</b>	Signing of the <b>Concession Contract</b>	Until 05/28/2019

**12.2** The classified **Bidders** will be those whose **Written Economic Proposal** meets all requirements established in the applicable legislation and in the **Invitation to Bid**.

**12.3** After the **Written Economic Proposals** are opened, the classification will occur in descending order of value, being the **Written Economic Proposal** ranked first the one who presents the biggest offer for the payment of the **Initial Instalment for the Grant Offer**.

**12.3.1** The **Granting Committee** will disqualify the **Bidder** whose **Guarantee of the Proposal** and/or **Written Economic Proposal** does not meet all requirements established in the applicable legislation and in the **Invitation to Bid**, and also which implies offer subject to conditions or terms not provided for in this



#### Invitation to Bid.

12.4 The **Winning Proposal** of the **Auction** will be the one whose bid corresponds to the biggest offer for the payment of the **Initial Instalment for the Grant Offer** to the **Granting Power**, as long as all requirements set forth in this Invitation to Bid are met.

12.4.1 In the event of a tie between two or more proposals, the classification will necessarily be made in accordance with article 15, § 4, of Federal Law No. 8.987 of February 13, 1995.

12.4.2 If the tie is not solved by the application of the rite provided for in subitem 12.4.1, it will be resolved by lottery, in which the **Bidder** drawn will be declared better classified, according to the **Procedures Manual**.

12.5 Immediately after the end of the **Public Auction Session**, the best ranked **Bidder** shall ratify its bid, containing the **Winning Proposal**, by signing a letter in accordance with **Annex 17** before the **Granting Committee**.

### 13 Analysis of Qualification Documents

13.1 The **Granting Committee** will open the two counterparts of the **Qualification Documents** only from the **Bidder** classified in first place in the **Public Auction Session**.

13.2 Verified the regularity of the **Qualification Documents** of the **Bidder** who presented the **Winning Proposal**, this one shall be declared the winner of the bidding process.

13.3 The disqualification of the best ranked **Bidder** will entail:

13.3.1 in setting a fine equivalent to the amount of the **Guarantee of the Proposal** and in the full execution of its **Guarantee of the Proposal**; and

13.3.2 in the opening of **Qualification Documents** of the **Bidder** who presented the second best **Public Auction Session**, and so on, until one **Bidder** complies with the qualification requirements, in which case it will be considered the winner.

- 13.4 The disqualification of all **Bidders** will permit to **BNDES** invoke the rule provided for in article 48, § 3.º, of Federal Law No. 8.666 of June 21, 1993.

## 14 Administrative Appeals

- 14.1 The **Bidders** who participate in the **Auction** may appeal the decision on the classification of the **Public Auction Session** and the analysis of the **Qualification Documents** of the winning **Bidder**.

14.1.1 The appeal must be filed within 5 (five) business days from the publication of the decision, as determined in subitem 14.1, above.

14.1.2 The appeal shall be communicated to the other **Bidders**, who may challenge it within 5 (five) business days.

14.1.3 The appeals and objections to the appeals shall be addressed to **BNDES**, through the chairman of the **Granting Committee**, who may reconsider its decision within 5 (five) business days or forward them to the competent authority.

- 14.2 The appeals shall only be accepted when signed by legal representative(s), **Accredited Representative(s)**, attorney-in-fact with specific powers or any person substituting such specific powers, provided that they are instructed to demonstrate their powers, and must be filed at the headquarters of **BNDES**, identified as follows:

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ADMINISTRATIVE APPEAL

INVITATION TO BID NO. [•]/[•]-PPI/PND

CONCESSION FOR LOTEX OPERATION

C/O. Mr. [•] of BNDES

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- 14.3 After the judgment of the possible appeals has been concluded, the result will be disclosed on the **website** and published in the **Federal Official Gazette**.

## 15 Approval, Award and Signature of the Contract

15.1 The result of the **Auction** will be homologated by **BNDES** and submitted to the **Ministry of Finance** for the issuance of the Granting Act.

15.2 The announcement of the winning **Bidder** shall be made by notice to be published in the **Federal Official Gazette** and disclosed on the **website**.

15.3 In within 60 (sixty) business days of the publication of the Granting Act, as a previous requirement for the signature of the **Contract**, the **Awardee** shall submit to the **Ministry of Finance**:

- I. Proof of organization of the **SPC**, with the corresponding certificate from the competent corporate register, as well as the respective proof of enrollment with the National Register of Corporate Taxpayers, and, in the case of an Individual **Bidder**, the demonstration that the **SPC** is organized as a wholly-owned subsidiary company, in the form of the Corporation Law;
- II. Proof of payment, by the **SPC** in favor of the **Granting Power**, of the **Initial Instalment for the Grant Offer** under the terms of the **Written Economic Proposal**, and said amount will be updated by the **IPCA**, *pro rata*, since the **Public Auction Session** date until the effective payment date, The payment of the **Annual Instalments for the Grant Offer** will observe the rules provided for in the **Contract**.
- III. **Performance Bond of the Contract**, pursuant to the **Draft of the Contract**;
- IV. Proof of subscription and full payment of the capital stock of **SPC**, in the minimum amount of R\$ 200.000.000,00 (two hundred million reais);
- V. Proof of payment, by the **Accredited Brokerage Firm**, that represents the **Awardee**, of the remuneration due to **B3**, corresponding to R\$ 633.356,66 (six hundred and thirty-three thousand; three hundred and fifty-six Reais and sixty-six cents), under the terms of the **Procedures Manual**;
- VI. Proof of payment, by the **Awardee**, of the amount of reimbursement due to **BNDES**, corresponding to R\$ 5.766.480,19 (five million, seven hundred and

sixty-six thousand, four hundred and eighty reais and nineteen cents), due to the execution and follow-up of the privatization process of **LOTEX**, and said amount will be adjusted by **IPCA**, *pro rata*, since the **Public Auction Session** date until the effective payment date;

- VII. Description of shareholding and management structure for **SPC**, containing:
- a) description of the types of shares;
  - b) shareholders and their respective equities by type of share;
  - c) indication of the corporate composition of the **Concessionaire**, as applicable, and of its **Parent Companies**, as defined in the **Draft of the Contract**;
  - d) shareholders' agreements of **SPC**, when applicable;
  - e) identification of the main administrators, including their respective *résumés*; and
  - f) identification of the related parties, as defined in the **Draft of the Contract**.

**15.4** After complying with the requirements established in subitem 15.3, **SPC** will be convened by the **Ministry of Finance** to sign the **Contract** within a maximum of 05 (five) business days.

**15.5** The period provided for in subitem 15.3 above and the deadline for signature of the **Contract** may be extended for an equal period if requested during its course by the winning **Bidder** and provided that it is justified and accepted by the **Ministry of Finance**.

**15.5.1** If the **SPC** or any of its shareholders, duly summoned to sign the **Contract**, within the term of validity of its **Written Economic Proposal**, refuse to do so, the **Ministry of Finance** shall apply a fine corresponding to the full amount of the **Guarantee of the Proposal** as compensation for the losses caused, and shall immediately execute the total of the **Guarantee of the Proposal** presented by the **Awardee**, but not being **SPC** or any of its shareholders exempt from the obligation to pay (i) other fines and (ii) indemnification of losses and damages to the Public Administration, if the

amount of the **Guarantee of the Proposal** is not sufficient to comply with such payments. The same fine shall apply if the requirements prior to the signature of the **Contract** are not fulfilled.

**15.5.2** In addition to the provisions of the previous subitem, the refusal to sign the **Contract** within the established deadline, without justification accepted by the **Ministry of Finance**, will result to the individual **Awardee** or, in the case of **Consortium**, to all consortium members, in the temporary suspension of participation in biddings and the impediment to enter into contracts with the Public Administration for a period not exceeding 24 (twenty four) months.

**15.5.3** The provisions in subitems 15.5.1 and 15.5.2 above does not apply in case of withdrawal of the proposals, in accordance with the subitem 9.7, of the **Invitation to Bid**.

**15.6** If the **Awardee** refuses to sign the **Contract** within the period and under the conditions established in the **Invitation to Bid**, including cases of withdrawal of the proposal, as provided for in the subitem 9.7, of the **Invitation to Bid**, or whether or not any of the preliminary requirements for its signature occur, the **Ministry of Finance** may call the remaining **Bidders** in the order of classification, to do so under the conditions proposed by the **Bidders**, in the decreasing rank order, to do so under the conditions proposed by the best-ranked **Bidder**, or to revoke the **Auction**, in whole or in part, notwithstanding the applicable administrative and civil penalties..

**15.7** Notwithstanding the provisions of subitem 15.6 above, the **Auction** may only be revoked by **BNDES**, upon proposal of the **Granting Committee**, for reasons of public interest arising from supervening fact duly substantiated, relevant and sufficient to justify such revocation.

**15.8** **BNDES**, ex officio or through third-party provocation, shall cancel the **Auction** if any illegality has been found that cannot be remedied.

**15.9** The nullity of the **Auction** implies the nullity of the **Contract**, and does not generate an indemnity obligation on the part of **BNDES** or the **Ministry of Finance**.

- 15.10 **BNDES** may, at any time, postpone the stages of **Auction**, under the terms of the applicable legislation, without the right to indemnification or reimbursement of costs and expenses for any title to the **Bidders**.
- 15.11 In the event that **BNDES** becomes aware, after the qualifying stage, that any **Qualification Document** submitted by the **Bidder** was false or invalid at the time of submission of the **Qualification Documents**, it may disqualify such **Bidder**, without it being entitled to indemnification or reimbursement of expenses in any way, notwithstanding the indemnification to the **Ministry of Finance** and the application of applicable penalties.
- 15.12 The **Bidder** undertakes to notify **BNDES** at any time of any supervening fact or circumstance that is an impediment to the conditions of qualification, immediately after its occurrence.
- 15.13 Without any further communication, all copies of the volumes of the **Guarantee of the Proposals** and **Qualification Documents** that are not withdrawn by the other **Bidders** within 30 (thirty) days as of the date of signature of the **Contract**, the copies will be destroyed.
- 15.14 The **Concessionaire** shall always be bound by the provisions of the **Contract**, of the **Invitation to Bid**, of the documentation submitted by the **Concessionaire** and the respective contractual documents, as well as Brazilian legislation and regulations, in all matters related to the operation of the **Concession**.

## 16 Venue

- 16.1 The Court of the Judicial District of Rio de Janeiro is hereby elected to settle any disputes arising from this **Invitation to Bid**.

## Part VI - Annexes

The following **Annexes** are an integral part of the **Invitation to Bid**:

- **Annex 1:** Clarification Form
- **Annex 2:** Terms and Minimum Conditions of Performance Bond
- **Annex 3:** Banking Guarantee Form
- **Annex 4:** Model of Letter for Submission of the **Written Economic Proposal**
- **Annex 5:** **Qualification Documents**
- **Annex 6:** Model of Letter for Submission of the **Qualification Documents**
- **Annex 7:** Model of Letter for Declaration of Compliance with Article 7, XXXIII, of the Federal Constitution
- **Annex 8:** Model of Letter of Declaration of Inexistence of Bankruptcy Process, Arrangement with Creditors, Court-Supervised Reorganization, Out-of-Court Reorganization or Insolvency Regime
- **Annex 9:** Model of Letter for Declaration of Non-existence of Impediment for the Participation of the **Auction**
- **Annex 10:** Model of Letter for Financial Capacity Declaration
- **Annex 11:** Model of Formal Declaration of Express Submission to Brazilian Legislation and Waiver of Claim by Diplomatic Rule
- **Annex 12:** Model of Power of Attorney
- **Annex 13:** Intermediation Agreement between the **Bidder** and the **Accredited Brokerage Firm**
- **Annex 14:** **Procedures Manual**
- **Annex 15:** Letter of Presentation of the **Guarantee of the Proposal**
- **Annex 16:** Model of Declaration of Independent Preparation of **Written Economic Proposal**
- **Annex 17:** Letter of Ratification of the **Winning Proposal**
- **Annex 18:** **Draft of the Contract**

**Annex 1**  
**Clarification Request Form**

[place], [•] [•], [•]

To

Banco Nacional de Desenvolvimento Econômico e Social - BNDES

Ref.: Invitation to Bid No. 3/2018 - PPI/PND - Request for Clarification

Dear Sirs,

[Bidder], by its undersigned legal representative(s), makes the following request for clarification concerning the **Invitation to Bid**.

Number of the question made	Item of the Invitation to Bid	Clarification requested	Number of the question assigned by the Ministry of Finance and which will be included in the clarification minutes
1	Insert item of the Invitation to Bid to which the requested clarification refers	Write clearly the request for clarification intended in the form of a question	leave blank
2	Insert item of the Invitation to Bid to which the requested clarification refers	Write clearly the request for clarification intended in the form of a question	leave blank



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Number of the question made	Item of the Invitation to Bid	Clarification requested	Number of the question assigned by the Ministry of Finance and which will be included in the clarification minutes
3	Insert item of the Invitation to Bid to which the requested clarification refers	Write clearly the request for clarification intended in the form of a question	leave blank
N	Insert item of the Invitation to Bid to which the requested clarification refers	Write clearly the request for clarification intended in the form of a question	leave blank

Regards,

---

[Bidder]

Representative(s)

Responsible for contact: [•]

Phone: [•]

Electronic address: [•]

## Annex 2

### Terms and Minimum Conditions of Performance Bond

#### 1 Borrower

- 1.1 Corporate name of the **Bidder**, of the **Consortium** member or of the Manager of the Investment Fund.

#### 2 Insured

- 2.1 Ministry of Finance.

#### 3 Subject Matter of Insurance

- 3.1 Guarantee the indemnity, in the amount of R\$ 28.753.174,59 (twenty-eight million, seven hundred and fifty-three thousand, one hundred and seventy four reais and fifty-nine cents), in the event that the **Bidder** fails to fulfill any of its obligations under the Law or the **Invitation to Bid** No.3/2018-PPI/PND, including the refusal to sign the **Contract**, not meeting the requirements for its signature, under the conditions and within the period established in the **Invitation to Bid**, and in any of the cases provided for in subitem 7.11, of the **Invitation to Bid**.

#### 4 Instrument

- 4.1 Performance Bond Policy issued by an insurance company duly constituted and authorized to operate by the Superintendence of Private Insurance - SUSEP, observing the terms of the enactments of SUSEP.

#### 5 Value of Guarantee

- 5.1 R\$ 28.753.174,59 (twenty-eight million, seven hundred and fifty-three thousand, one hundred and seventy four reais and fifty-nine cents).

#### 6 Term

- 6.1 1 (one) year from the **Date for Receipt of Volumes**, renewable in the cases set forth in the **Invitation to Bid** No.3/2018-PPI/PND, meaning, from November 27, 2018 until November 27, 2019, including the integrality of the days from the beginning to the end of the term.

#### 7 Additional Provisions

- (i) Declaration by the Insurance Company that it knows and accepts the terms

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and conditions of the **Invitation to Bid** No. 3/2018-PPI/PND;

- (ii) Declaration by the Insurance Company that it will pay the amounts set forth herein within a maximum of 30 (thirty) days, counted from the date of delivery of all documents related by the Insurance Company as necessary for the characterization and regulation of the claim; and
- (iii) On confirmed that the Borrower has not complied with the obligations covered by the Performance Bond Policy, the Insurance Company shall be entitled to demand from the Insurance Company the indemnity due, when the notification made to the Borrower proves unfruitful.

- 8 Terms that have not been expressly defined in this **Policy** shall have the meanings assigned to them in the **Invitation to Bid**.

### Annex 3

#### Banking Guarantee Form

[place], [•] [•], [•]

To

Ministry of Finance

Ref.: Banking Letter of Guarantee No. [•] ("**Letter of Guarantee**")— **Invitation to Bid No. 3/2018**

- PPI/PND

- 1 Through this **Letter of Guarantee**, the Bank [•], headquartered at [•], enrolled with the Corporate Taxpayer Register of the Ministry of Finance - CNPJ/MF under No. [•] ("**Guarantor Bank**"), directly by them and by any successors, is bound by the **Ministry of Finance** as joint guarantor of [•], headquartered at [•], enrolled with the Corporate Taxpayer Register of the Ministry of Finance - CNPJ/MF under No. [•] ("**Secured Party**"), [in case of **Consortium**, specify: **Consortium** [•], also composed by the companies [•], registered in their respective Corporate Taxpayer Register of the Ministry of Finance - CNPJ/MF under No. [•], with their respective percentage participation [•], with express waiver of the rights referred to in articles 827, 835, 837, 838 and 839, of Federal Law No. 10.406, of January 10, 2002 (Brazilian Civil Code) and art. 794 of Federal Law No. 13.105, dated March 16, 2015 (Code of Civil Procedure), for the faithful performance of all obligations assumed by the **Secured Party** in the bidding procedure described in the **Invitation to Bid No. 3/2018-PPI/PND**, ("**Invitation to Bid**"), whose terms, provisions and conditions, the **Guarantor Bank** expressly declares to know and accept.
- 2 The **Guarantor Bank** is required to pay to the **Ministry of Finance** the total amount of R\$ 28.753.174,59 (twenty-eight million, seven hundred and fifty-three thousand, one hundred and seventy four reais and fifty-nine cents) ("**Guarantee**") in the event that the **Bidder** fails to comply with any of its obligations arising from the Law or the **Invitation to Bid**, including the refusal to sign the **Contract**, not meeting the requirements for its

- signature, under the conditions and within the period established in the **Invitation to Bid**, and in any of the cases provided for in subitem 7.11, of the **Invitation to Bid**.
- 3 The **Guarantor Bank**, within the scope of the aforementioned amount, is also liable for damages caused by the **Bidder**, including but not limited to fines imposed by the **Ministry of Finance** on the bidding process, undertaking to make payments arising from these losses when required, within a maximum period of 48 (forty-eight) hours, counted from the receipt, by the Guarantor Bank, of the written notification sent by the **Ministry of Finance**.
- 4 The **Guarantor Bank** shall not claim any challenge or objection from the **Secured Party** or invoked by it in order to excuse itself from the fulfillment of the obligation assumed before the **Ministry of Finance** under the terms of this **Letter of Guarantee**.
- 5 In the event that the **Ministry of Finance** enters into court to demand compliance with the obligation referred to in this **Letter of Guarantee**, the **Guarantor Bank** is obliged to pay the arbitral, judicial or extrajudicial expenses.
- 6 The **Guarantee** shall remain in force for a period of 1 (one) year, counted from the **Date for Receipt of Volumes**, according to the conditions mentioned in the **Invitation to Bid**. In other words, the **Guarantee** will be in force from November 27, 2018 until November 27, 2019, including the integrality of the days from the beginning to the end of its validity.
- 7 The **Guarantor Bank** declares:
- 7.1 this **Letter of Guarantee** is duly recorded, fully observing the regulations of the Central Bank of Brazil currently in force, in addition to complying with the provisions of the applicable Banking Law;
- 7.2 the signatories of this instrument are authorized to provide the **Guarantee** on their behalf and in their responsibility; and
- 7.3 its capital stock is R\$ [•] ([•]), being authorized by the Central Bank of Brazil to issue Letters of Guarantee, and the value of this **Letter of Guarantee**, in the amount of R\$ 28.753.174,59 (twenty-eight million, seven hundred and fifty-three thousand, one hundred and seventy four reais and fifty-nine cents), is within the limits authorized by the Central Bank of Brazil.
- 8 Terms that have not been expressly defined in this **Letter of guarantee** shall have the



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meanings assigned to them in the **Invitation to Bid** No. 3/2018-PPI/PND.

- 9 The **Guarantor Bank** undertakes, prior to the expiration of this **Letter of Guarantee**, to obtain from the **Ministry of Finance** confirmation of the release of the **Bidder** in relation to the obligations now guaranteed.
- 10 The venue for any and every action or execution of this **Letter of Guarantee** shall be, with the waiver of any other, even if more privileged, the Judicial Section of the Federal District.

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[identification of the legal representative(s) of the **Guarantor Bank** and respective notarized signature(s)]

Witnesses:

---

Name:

CPF:

---

Name:

CPF:

#### Annex 4

##### Model of Letter for Submission of the Written Economic Proposal

[place], [•] [•], [•]

To

Ministry of Finance

Ref.: Invitation to Bid No. 3/2018-PPI/PND - Written Economic Proposal

Dear Sirs,

- 1 In view of the call of [•] [•], [•] (*date of publication of the **Invitation to Bid** in the **Federal Official Gazette***) of the **BNDES**, we present our **Written Economic Proposal** for performance of the subject matter of the **Auction** in reference.
- 2 We propose, irrevocably and irreversibly, as **Initial Instalment for the Grant Offer** to be paid to the **Ministry of Finance**, for the purpose of exploring the **Concession**, the amount of R\$ [•] ([•]).[•]
- 3 We expressly declare that:
  - 3.1 this **Written Economic Proposal** is valid for 1 (one) year, counted from the **Date for Receipt of Volumes**, as specified in the **Invitation to Bid**;
  - 3.2 we agree, in full and without any restriction, to the contracting conditions established in the **Invitation to Bid**;
  - 3.3 we confirm that we are fully aware of the conditions for carrying out the work;
  - 3.4 we assume, from now on, the commitment to make the payment of the **Initial Instalment for the Grant Offer** hereby proposed, and of the **Annual Instalments for the Grant Offer**, in the exact terms provided for in the **Invitation to Bid**, and in the **Draft of the Contract**;



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- 3.5 we assume, from now on, full responsibility for carrying out the works in accordance with the provisions of the **Contract**, as well as the applicable regulations and laws; and
- 3.6 we fully comply with all the obligations and requirements contained in the **Invitation to Bid** in reference, being observed, in full, the assumptions set forth in subitem 9.3, of the **Invitation to Bid**.

Regards,

---

[Bidder's Corporate Name]

[Accredited Representative(s)]



## Annex 5

### Qualification Documents

- 1 The volume of the **Qualification Documents** should be started with a letter of presentation, duly signed, in accordance with the model in **Annex 6**.
- 2 The certificates that do not determine their term of validity shall be accepted in the event of having been issued within ninety (90) days prior to the **Date for Receipt of Volumes**.
- 3 In the case of a legal entity, the **Bidder** must submit the following documents for its legal authorization:

Table I - Documents relating to legal qualification	
No.	Document
1	Charter of the <b>Bidder</b> , according to the last amendment filed with the competent board of trade or notary public office. If the last amendment to the articles of incorporation/articles of organization does not consolidate the provisions of the articles of incorporation/articles of organization in force, the previous amendments containing such provisions should also be submitted.
2	Proof of election of the administrators in office of the <b>Bidder</b> , duly filed in the company registry or competent notary public.
3	Up-to-date simplified certificate of the <b>Bidder</b> , legal person issued by the company registry and competent notary public.
4	In the case of a legal entity or foreign company authorized to operate in the country, decree of authorization and an act of registration or authorization for its operation, issued by the competent agency.

- 4 In the case of an open or closed supplementary pension entity, the **Bidder** shall submit the following documents for its legal regularity, in addition to documents equivalent to the ones established in Table I above:

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Table II - Additional documents related to the legal qualification of open or closed supplementary pension entity	
No.	Document
5	Proof of express and specific authorization regarding the constitution and functioning of the supplementary pension entity granted by the competent regulatory agency, and a statement that the plans and benefits managed by it are not under liquidation or intervention by the National Superintendence of Supplementary Pensions of the Ministry of Social Security.

- 5 In the case of financial institution, the **Bidder** shall submit the following document for its legal regularity, in addition to the documentation provided for in Table I above:

Table III - Additional document on legal qualification of the Financial Institution	
No.	Document
6	Proof that it is authorized to operate as financial institution by the Central Bank of Brazil.

- 6 When the **Bidder** is an investment fund, it must submit the following documents for its legal authorization:

Table IV - Documents related to the legal qualification of the investment fund	
No.	Document
7	Articles of incorporation with the last amendment filed with the competent agency.
8	Proof of hiring manager, if any, as well as the election of the administrator in office.
9	Proof of registration of the investment fund in the Securities and Exchange Commission.

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Table IV - Documents related to the legal qualification of the investment fund	
10	Regulation of the investment fund (and any subsequent amendments, if any).
11	Proof of registration of the regulation of the investment fund before the competent Registry of Deeds and Documents.
12	Proof that the investment fund is duly authorized to participate in the <b>Auction</b> and its administrator may represent it in all acts and for all purposes of the <b>Auction</b> , assuming, on behalf of the investment fund, all obligations and rights arising from the <b>Auction</b> .
13	Proof of qualification of the administrator and, if any, the manager of the investment fund, before the Securities and Exchange Commission.
14	Clearance certificate of bankruptcy of the fund administrator and manager, issued by the notary public office for distribution of the headquarter thereof, with a date of up to 90 (ninety) calendar days prior to the <b>Date For Receipt of Volumes</b> .

### Individual Bidder - Economic and financial qualification

- 7 The **Bidder** must submit the following documents as proof of its economic and financial qualification:

Table V - Documents related to economic and financial qualification	
No.	Document
15	Clearance certificate of bankruptcy, self-bankruptcy and judicial reorganization issued by the judicial distributor (Civil Courts) of the judicial district of the Municipality where the company is headquartered, with a date of no more than 90 (ninety) days prior to the <b>Date for Receipt of Volumes</b> . In the case of a non-corporate company, or other form of legal entity, a clearance certificate issued by the judicial distributor of the civil courts in general (execution process) of the judicial district of the Municipality where the entity is headquartered, dated not later than 90 (ninety) days prior to the <b>Date for Receipt of Volumes</b> .
16	Balance sheet, already required in the terms of the law, duly approved by the general meeting or shareholders, as the case may be, presented in accordance with the law, not permitted the submission of interim balance sheets or provisional balance sheets. The Balance Sheet should be submitted, preferably, in accordance with the International Financial Reporting Standards (IFRS).

### Individual Bidder - Fiscal and labor regularity

- 8 The **Bidder** must submit, as proof of its fiscal and labor regularity, the following documents:

Table VI - Documents related to fiscal and labor regularity	
No.	Document
17	Proof of registration in the Corporate Taxpayer Register of the Ministry of Finance (CNPJ/MF).
18	Certificate of regularity with the Guarantee Fund for Length of Service (FGTS), which is within the validity period stated therein.
19	Proof of tax regularity before the National Treasury, through the submission of a joint certificate issued by the Brazilian Federal Revenue Service (RFB) and the Office of the General Counsel to the Federal Treasury (PGFN), regarding the taxes managed by the RFB and the outstanding debt of the Federal Government managed by PGFN.
20	Proof of fiscal regularity in relation to the state and municipal tax authorities (the latter referring to securities and real estate taxes), all of them from the domicile or headquarters of the <b>Bidder</b> , dated to a maximum of 180 (one hundred and eighty) days prior to the <b>Date for Receipt of Volumes</b> .
21	Clearance Certificate of Labor Debts, as provided for in Federal Law No. 12.440, of July 7, 2011.

- 9 Proof of request for abovementioned certificates will not be accepted.

### Individual bidder or member of the Consortium - Technical qualification

- 10 The **Bidder** must submit, as proof of its technical qualification, the following documents:

Table VII - Technical qualification documents	
No.	Document
22	Certificate on behalf of the individual <b>Bidder</b> or, in the case of <b>Consortium</b> , on behalf of at least one of the <b>Consortium</b> members, demonstrating experience in the <b>instant lottery service operation</b> whose total revenue, resulted from the sale of physical tickets and/or virtual bets, is equal or greater than R\$ 1,200,000,000.00 (one billion and two hundred million Reais).
23	Certificate on behalf of individual <b>Bidder</b> or, in the case of <b>Consortium</b> , on behalf of at least one of the consortium members, demonstrating participation in a venture, in any industry, whose total investment amount was at least R\$ 175,000,000.00 (one hundred and seventy-five million Reais).

- 11 The certificates referred to in items 22 and 23 above may be presented in original or authenticated copy and shall contain the following information:

- 11.1 subject matter;
- 11.2 characteristics of the activities and services developed;
- 11.3 for item 22, estimated amount of the **instant lottery service operation**;
- 11.4 for item 22, estimated amount of investment in the venture;
- 11.5 start and end dates of the activities and services;
- 11.6 location of the activities and services;
- 11.7 the corporate name of the issuer; and
- 11.8 name and identification of the signatory.

- 12 Certificates will only be accepted where the individual **Bidder**, or the **Consortium** member that submitted the certificate, is included in one of the following forms of participation in the venture/service provision:

- 12.1 For purposes of the certificate provided for in item 22 of Table VII:

**12.1.1 Individual Bidder:** certificates will be accepted in its own name or of any of its direct or indirect partners, foreign or domestic, who hold more than 15% (fifteen percent) of its capital stock. For the determination of the amount determined in item 22 of Table VII, the following rules apply: (i) if the **Bidder** or the aforementioned partner holds a majority interest in the **instant lottery service operation** that generates the certificate, it shall be considered the amount of total revenue of said operation; and (ii) if the **Bidder** or the aforementioned partner owns a minority interest in the **instant lottery service operation**, it shall be considered as the result of the multiplication of the percentage participation of the **Bidder** or the partner in the **instant lottery service operation** that generates the certificate by amount of total revenue of this same operation; or

**12.1.2 Consortium:** certificates shall be accepted on behalf of any of the members of the **Consortium** or any of its direct or indirect partners, foreign or domestic, except that said member shall hold at least 15% (fifteen percent) of participation in the **Consortium**. For the calculation of the amount determined in item 22 of Table VII, the following rules apply: (i) if the **Consortium** member or its partner referred above holds a majority interest in the **instant lottery service operation** that generates the certificate, it shall be considered the amount of total revenue of said operation; and (ii) if the **Consortium** member or its partner referred above holds a minority interest in the **instant lottery service operation**, it shall be considered the result of the multiplication of the percentage participation of the **Consortium** member or its partner in the **instant lottery service operation** that generates the certificate by the total revenue amount of this same operation.

**12.1.3 Sum of Certificates:** For purposes of fulfillment of the amount required in item 22, of Table VII, the sum of certificates shall be accepted, observed the following conditions: (i) prove at least one experience in **instant lottery service operation**, whose total revenues resulted from the commercialization of physical tickets and/or virtual bets, is equal to or greater than R\$ 560,000,000.00 (five hundred and sixty million Reais), in a period not exceeding 12 (twelve) consecutive months; and (ii) prove, in order to complement the amount described in item (i), above,

experiences in **instant lottery service operation**, whose total revenues resulted from the commercialization of physical tickets and/or virtual bets, is equal to or greater than R\$ 100,000,000.00 (one hundred million Reais), in a period not exceeding 12 (twelve) consecutive months.

**12.2** For purposes of the certificate provided for in item 23 of Table VII:

**12.2.1 Individual Bidder:** certificates will be accepted on behalf of the **Bidder** or any of its direct or indirect partners, foreign or domestic. For the calculation of the amount determined in item 23 of Table VII, the following rules apply: (i) if the individual **Bidder** or the aforementioned partner holds a majority interest in the venture that generated the certificate, the total amount of the investment will be considered; and (ii) if the individual **Bidder** or the aforementioned partner owns a minority interest in the venture that generated the certificate, it shall be considered the result of the multiplication of the percentage participation of the individual **Bidder** or the partner in the venture that generated the certificate by the total amount of the investment made; or

**12.2.2 Consortium:** certificates shall be accepted on behalf of any of the members of the **Consortium** or any of its direct or indirect partners, foreign or domestic. For the calculation of the amount determined in item 23 of Table VII, the following rules apply: (i) if the **Consortium** member or its partner referred above holds a majority interest in the venture that generates the certificate, the total amount of the investment will be considered; and (ii) if the member of the **Consortium** or its partner referred above holds a minority interest in the venture that generates the certificate, it shall be considered the result of the multiplication of the percentage participation of the **Consortium** member or the partner in the venture that generated the certificate for the total amount of the investment made.

**13** In order to comply with the value required in item 23, of Table VII, the sum of certificates shall not be accepted.

**14** The **Bidders** shall indicate, in a declaration attached to the certificates, the estimated amount of the **instant lottery service operation** referred to in subitem 11.3 above, as well as the estimated amount of the venture referred to in subitem 11.4 above, duly



updated by **IPCA** up to the date of publication of the **Invitation to Bid**.

- 15 When the amounts indicated in the certificates are in foreign currency, the value to be considered (i) in case of subitem 11.3, will be equivalent to the certified revenue converted in Reais (R\$) at the exchange rate in force on the last day of the month in which the revenue was obtained, and (ii) in case of subitem 11.4, equivalent to the certified investment converted in Reais (R\$) at the exchange rate in force on the on the date of signature of the contract which originated such investment.
- 16 The amount indicated at the certificates, or, as the case may be, the result of the conversion set forth in the item above, shall be updated by **IPCA** until the publication date of the **Invitation to Bid**.
- 17 Documents in a foreign language must be submitted with the signature(s) duly recognized as true by a notary public or other entity according to the law applicable to the documents, which must be recognized by the nearest Brazilian consular representation, if applicable, duly translated into Portuguese by a sworn public translator, and the powers of attorney must be registered in the Registry of Deeds and Documents.
  - 17.1 The rules of Federal Decree No. 8.660, of January 29, 2016, apply to the documents of the Foreign **Bidders**, where applicable.

### Other documents

18 The **Bidder** shall also submit the following documents:

Table VIII - Other documents	
No.	Document
24	Declaration of commitment to comply with the provisions of article 7, item XXXIII, of the Federal Constitution, according to the model contained in <b>Annex 7</b> .
25	Declaration that the <b>Bidder</b> is not in the process for (i) bankruptcy, (ii) self-bankruptcy, (iii) judicial or extrajudicial reorganization, (iv) judicial or extrajudicial liquidation, (v) insolvency, (vi) temporary special administration or (vii) intervention, according to the model in <b>Annex 8</b> .
26	Declaration on the non-existence of an impediment to participate in the <b>Auction</b> , according to the model of <b>Annex 9</b> .
27	Declaration of financial capacity of <b>Annex 10</b> to the <b>Invitation to Bid</b> . The <b>Bidder</b> shall declare that it has or is able to obtain sufficient financial resources to meet the obligations to contribute with its own resources and obtain third-party resources necessary to achieve the subject matter of <b>Concession</b> , including the obligation to pay in the capital stock of <b>SPC</b> , as defined and described in the <b>Invitation to Bid</b> in reference.
28	Draft of the articles of incorporation of <b>SPC</b> which should contain provisions that do not contravene this <b>Invitation to Bid</b> and the <b>Draft of the Contract</b> .
29	Draft of any agreements between the future shareholders of <b>SPC</b> .
30	Term of Commitment for Organization of a <b>SPC</b> , containing at least: <ul style="list-style-type: none"><li>• name of <b>SPC</b>;</li><li>• qualification of the shareholder;</li><li>• goal of <b>SPC</b>.</li></ul>



This a free translation from the original draft of the Invitation to Bid. In case of divergence between this version and the original version, in Portuguese language, the latter shall prevail.

- 18.1** All statements above must be submitted together with documents evidencing the powers of the signatories.

### Foreign bidder

- 19 The Foreign **Bidders** should submit, as far as possible, all documents equivalent to the required documentation of the domestic **Bidders** and in addition the following documents:

Table IX - Additional documents concerning the legal qualification of foreign Bidders	
No.	Document
31	Power-of-attorney granted to the legal representative in Brazil, with express powers to receive summons and administratively and judicially respond for his/her acts, according to the model contained in <b>Annex 12</b> .

Table X - Other documents related to the qualification of the foreign Bidders	
No.	Document
32	Declaration of submission to the legislation of the Federative Republic of Brazil and waiver of any claim through the diplomatic channel, according to the model in <b>Annex 11</b> .

- 19.1 The foreign **Bidders** may, for the purposes of their qualification, submit documents from their parent companies or, as the case may be, from their Brazilian branches. In any case, the presented documents shall be equivalent to those requested for the qualification of Brazilian legal entities, and also comply with the legal requirements in the country of incorporation of the foreign **Bidder**.
- 20 In case of non-existence of equivalent documents in their respective countries of origin, in order to comply with the requirements established in this **Annex 5**, or documents for their respective Brazilian branches, the foreign **Bidders** shall submit a declaration stating this circumstance.
- 21 The balance sheets should be those already required by law and approved by the management. These documents should be submitted, preferably, in accordance with the International Financial Reporting Standards (IFRS).

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22 Documents in a foreign language must be submitted with the signature(s) duly recognized as true by a notary public or other entity according to the law applicable to the documents, which must be recognized by the nearest Brazilian consular representation, if applicable, duly translated into Portuguese by a sworn public translator, and the powers of attorney must be registered in the Registry of Deeds and Documents.

22.1 The rules of Federal Decree No. 8.660, of January 29, 2016, apply to the documents of the Foreign **Bidders**, where applicable.

### Bidder Consortium

- 23 The **Bidder** in the form of **Consortium** shall submit, as the case may be, all documents provided for in the previous items of this **Annex 5** for each of the consortium members, subject to the following exceptions:
- 23.1 Items 22 and 23 of Table VII of this **Annex**: it is sufficient to prove, by only one of the consortium members, the technical qualification requirements indicated in the **Invitation to Bid**, subject to the rules of item 11 and subsequent of this **Annex**.
- 23.2 As defined in subitem 5.6, VI, of the **Invitation to Bid**, the consortium member responsible for proving the technical qualification referred to in item 12.1.3 (i) of **Annex 5** of this **Invitation to Bid** shall hold at least 15% (fifteen percent) of participation in the **Consortium**.
- 24 In addition to the documents provided for in the above items, the **Consortium** shall submit the following documents:

Table XI - Additional documents relating to the legal qualification of the Consortium	
No.	Document
33	<p>Term of Commitment for Organization of a <b>SPC</b>, containing at least:</p> <ol style="list-style-type: none"><li>1. name of the <b>Consortium</b> and <b>SPC</b>;</li><li>2. qualification of the consortium members (future shareholders);</li><li>3. composition of the <b>Consortium</b>, respective members' participation and future commitment as to the participation of each member in <b>SPC</b>;</li><li>4. objective of the <b>Consortium</b> and <b>SPC</b>;</li><li>5. indication of the leading company that will be responsible for the understandings involving the <b>Consortium</b> with the <b>Granting Power</b>, up to the date of signature of the <b>Contract</b>; and</li><li>6. obligation to respond jointly, under the terms of the Law, in all matters concerning <b>Auction</b>, until the signature of the <b>Contract</b>.</li></ol>



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## Annex 6

### Model of Letter for Submission of Qualification Documents

[place], [•] [•], [•]

To

BNDES

Ref.: Invitation to Bid No. 3/2018 - PPI/PND - Presentation of General Documentation

Dear Sirs,

[Bidder] ("**Bidder**"), by its undersigned **Accredited Representative(s)**, submits as Annexes, the documents for its qualification, under subitem 6.1 of the **Invitation to Bid** in reference, organized according to the order established therein.

1. The **Bidder** expressly declares it is fully aware of the terms of the **Invitation to Bid** in reference and accepts them in full, in particular, with regard to the powers conferred on the **Granting Committee** to conduct special investigations to check the veracity, sufficiency and consistency of documents and seek any clarification necessary to elucidate the information contained therein.

2. The **Bidder** expressly declares it has met all requirements and criteria for qualification and has submitted the **Qualification Documents**, as defined in the **Invitation to Bid** No. 3/2018-PPI/PND, correctly.

3. The **Bidder** further states that the **Qualification Documents** presented herein are complete, true and correct in every detail.



This a free translation from the original draft of the Invitation to Bid. In case of divergence between this version and the original version, in Portuguese language, the latter shall prevail.

---

[Bidder's Corporate Name]

[Accredited Representative(s)]





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## Annex 7

### Model of Letter for Declaration of Compliance with Article 7, XXXIII, of the Federal Constitution

[place], [•] [•], [•]

To

BNDES

Ref.: Invitation to Bid No. 3/2018 - PPI/PND - Declaration of Compliance with Article 7, XXXIII, of the Federal Constitution

Dear Sirs,

In compliance with subitem 10.1 of the **Invitation to Bid** in reference, the **[Bidder]**, by its undersigned **Accredited Representative(s)**, declares, under the terms of the applicable legislation, by itself and by its successors and assigns, who is in a regular situation before the Ministry of Labor, with respect to the compliance with the provisions of item XXXIII, of article 7, of the Federal Constitution.

---

**[Bidder's Corporate Name]**

**[Accredited Representative(s)]**



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## Annex 8

### Model of Letter of Declaration of Inexistence of Bankruptcy Process, Arrangement with Creditors, Court-Supervised Reorganization, Out-of-Court Reorganization or Insolvency Regime

[place], [•] [•], [•]

To

BNDES

Ref.: Invitation to Bid No. 3/2018 - PPI/PND - Declaration of Non-existence of Bankruptcy Proceedings

Dear Sirs,

In compliance with subitem 10.1 of the **Invitation to Bid** in reference, the **[Bidder]**, by its undersigned **Accredited Representative(s)**, declares, under the terms of applicable law, by itself, its successors and assigns, it is not undergoing a bankruptcy process, self-bankruptcy, judicial or extrajudicial reorganization, judicial or extrajudicial liquidation, insolvency, temporary special administration or under the intervention of the competent regulatory agency.

---

[Bidder's Corporate Name]

[Accredited Representative(s)]



This a free translation from the original draft of the Invitation to Bid. In case of divergence between this version and the original version, in Portuguese language, the latter shall prevail.

## Annex 9

### Model of Letter for Declaration of Non-existence of Impediment for the Participation of the Auction

[place], [•] [•], [•]

To

BNDES

Ref.: Invitation to Bid No. 3/2018 - PPI/PND - Declaration of Non-existence of Impediment for  
the Participation of the Auction

Dear Sirs,

In compliance with subitem 10.1 of the **Invitation to Bid** in reference, the **[Bidder]**, by its  
undersigned **Accredited Representative(s)**, declares, under the terms of applicable law, it is  
not prevented from participating in public bidding.

---

[Bidder's Corporate Name]

[Accredited Representative(s)]



This a free translation from the original draft of the Invitation to Bid. In case of divergence between this version and the original version, in Portuguese language, the latter shall prevail.

## Annex 10

### Model of Letter for Declaration of Financial Capacity

[place], [•] [•], [•]

To

BNDES

Ref.: Invitation to Bid No. 3/2018 - PPI/PND - Declaration of Financial Capacity

Dear Sirs,

In compliance with subitem 10.1 of the **Invitation to Bid** in reference, the **[Bidder]**, by its undersigned **Accredited Representative(s)**, declares, under the terms of the applicable legislation, it has or is capable of obtaining sufficient financial resources to meet its own and third party contribution obligations necessary to achieve the subject matter of the **Concession**.

---

[Bidder's Corporate Name]

[Accredited Representative(s)]



This a free translation from the original draft of the Invitation to Bid. In case of divergence between this version and the original version, in Portuguese language, the latter shall prevail.

## Annex 11

### Model of Formal Declaration of Express Submission to Brazilian Legislation and Denial of Claim by Diplomatic Rule

[place], [•] [•], [•]

To

BNDES

Ref.: Invitation to Bid No. 3/2018 - PPI/PND - Formal Declaration of Express Submission to Brazilian Legislation and Waiver of Complaint by Diplomatic Rule

Dear Sirs,

In compliance with subitem 10.1 of the **Invitation to Bid** in reference, the **[Bidder]**, by its undersigned **Accredited Representative(s)**, declares, for the proper purposes, its formal and express submission to the Brazilian legislation and full resignation to complain, for any reasons of fact or law, through the diplomatic route.

---

[Bidder's Corporate Name]

[Accredited Representative(s)]

## Annex 12

### Model of Power of Attorney

By means of this power of attorney, the [**Bidder**], [qualification], hereinafter referred to as "**Grantor**", appoints and constitutes its sufficient attorneys-in-fact, Mrs. [•] [qualification], for, together or alone, regardless of the order of appointment, to perform the following acts in the Federative Republic of Brazil, in and out of court:

- (a) to represent the **Grantor** before any governmental entities, agencies or departments, publicly held corporation or closely held corporation and any government agencies, **BNDES** and the **Ministry of Finance**, to establish and maintain understandings with the said public entities, agencies or departments, to receive service of process and/or notification of any nature, to request and/or promote consultations, to request certificates and other documents and perform the necessary acts during the bidding process described in the **Invitation to Bid** No. 3/2018-PPI/PND including to file appeals and waive the right of appealing;
- (b) undertake commitments and/or obligations on behalf of the **Grantor** and in any case contract, make arrangements, give and receive discharge on behalf of the **Grantor**;
- (c) represent the **Grantor** in defense of its interests in court, in any jurisdiction and before any court or tribunal, including by hiring lawyers, with special powers to confess, compromise, abandon, make agreements, give and receive discharge;
- (d) receive summons for legal actions and subpoenas or notifications in administrative and judicial proceedings; and
- (e) in its discretion, to substitute, in whole or in part, with the reservation of powers, any of the powers conferred herein, under such conditions as it may deem or consider appropriate.



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This power of attorney has a minimum term of 1 (one) year from the **Date for Receipt of Volumes**, and should be extended for an equal period, with 30 (thirty) days prior to the expiration date.

[place], [•] [•], [•]

---

[Bidder's Corporate Name]

[Legal Representative(s)]

### Annex 13

#### Intermediation Agreement between the Bidder and the Accredited Brokerage Firm

[place], [•] [•], 201[•]

REFERENCE: INVITATION TO BID No. 3/2018 - PPI/PND - CONCESSION FOR THE DELEGATION OF THE EXPLORATION OF THE EXCLUSIVE INSTANT LOTTERY PUBLIC SERVICE - LOTEX.

By this private instrument and under the due forms of the law, the parties:

[with the name of the **Accredited Brokerage Firm**], a brokerage company established in [complete with the company headquarters of the **Accredited Brokerage Firm**], [complete with the city and state of the **Accredited Brokerage Firm**], enrolled with the Corporate Taxpayer Register of the Ministry of Finance - CNPJ/MF No. [complete with CNPJ of the **Accredited Brokerage Firm**], herein represented in the form of its charter, and

[complete with the name of the **Bidder**], headquartered at [complete with the company headquarter of the **Bidder**], [complete with city and state of the **Bidder**], enrolled with the Corporate Taxpayer Register of the Ministry of Finance - CNPJ/MF [complete with the Proponent's CNPJ], herein represented in the form of its Articles of Incorporation;

Hereby decide to enter into this Contract, regarding the intermediation of the **Bidder** by the **Accredited Brokerage Firm**, for the participation in the abovementioned **Auction**:

- 1 The **Accredited Brokerage Firm** will intermediate the participation of the **Bidder** in the **Auction**, specially on the acts performed under the advisory of **B3**, for instance, but not limited to the envelope submission, as well as in the condition of the **Auction** operator.
  - 1.1 The **Bidder** grants, through this instrument, in an irrevocable and intractable manner to the **Accredited Brokerage Firm**, special powers to represent it before **B3**, before other **Bidders** in the **Auction**, banking institutions or not, the Central



Bank of Brazil, among other public entities or centralized systems or custody, in order to exercise all rights and assume all obligations of the **Auction** that, by its own account and order, are taken in the form of this **Contract, Invitation to Bid** and **Procedures Manual** and, to this end, instruct documents relevant to the operation or the **Guarantees of the Proposal**, agree, transfer, receive and settle, firm commitments, issue, draw up and sign papers and documents on behalf of the **Bidder**, as well as compromise and practice all other necessary acts for transactions involving the **Guarantees of the Proposal** to be delivered to **B3**, in accordance with the **Procedures Manual**, by order, granted and without reservation to **B3**, identical powers received by the **Accredited Brokerage Firm**, regardless of the order of appointment, for, on behalf of the **Granting Committee, Ministry of Finance** and/or **BNDES** practice the necessary acts related to promotional, administration, clearing and settlement of the means of payment and **Guarantees of the Proposal** that any title, are invested in accordance with the **Procedures Manual**.

- 1.2 The **Accredited Brokerage Firm** is not responsible for the inclusion of the **Bidder** in the list of **Bidders** that are able to participate in the **Auction**, pursuant publication to be performed by the **Granting Committee**.
- 1.3 The **Accredited Brokerage Firm** undertakes to maintain the confidentiality about the identification and information, only disclosing them to **B3, Granting Committee, Ministry of Finance** and **BNDES** for the purposes of this contract.
- 2 The **Bidder** undertakes to disclose to the **Accredited Brokerage Firm** any and all changes of the **Bidder's** conditions and of its personal information for the **Accredited Brokerage Firm** regular representation.
- 3 The **Bidder** declares to know and comply, without reservations, all normative acts issued by the **Granting Committee**, notwithstanding other documents that may be disclosed and/or published in compliance with the **Invitation to Bid**, including the **Procedures**

**Manual**, in order to make it possible to comply with this Contract, with full compliance with the obligations arising from the **Auction**.

- 3.1 For the purposes of reading and understanding of the of the **Annexes** of the **Invitation to Bid** it shall be adopted the same meanings of the expressions listed in this **Invitation to Bid** and in the **Procedures Manual**.
- 3.2 Each and every changes that occur in those rules will be communicated by the **Accredited Brokerage Firm** to the **Bidder**, becoming for all purposes an integral part of this Contract, and automatically applying its provisions to the procedures of the **Auction**.
4. The **Bidder** undertakes to deliver to the **Accredited Brokerage Firm**, until the date of the performance of the undermentioned acts:
  - 4.1 The remuneration of **B3**, if so agreed between the parties;
  - 4.2 The necessary guarantees for the participation in the **Auction**, in accordance with the **Procedures Manual**;
  - 4.3 Other documents required in the **Invitation to Bid** for the delivery of the volumes.
5. The **Accredited Brokerage Firm** is hereby responsible as principal obligor of the remuneration due to **B3**, up to the date and amount set forth in the **Invitation to Bid** and **Procedures Manual**.
6. The **Bidder** hereby authorizes the compulsory blocking, by **B3**, of assets accepted as **Guarantee of the Proposal** in the **Invitation to Bid** and in the **Procedures Manual** in accordance with the conditions of use of the aforementioned assets.
  - 6.1 The **Bidder** for the purposes of the abovementioned authorization, recognizes that **B3** is entitled to execute the **Guarantee of the Proposal** deposited, in accordance with the provisions of the **Invitation to Bid** and the **Procedures Manual**.
  - 6.2 The execution of these guarantees will be made through the alienation and /any other act, by means (including by extrajudicial), that are deemed most effective by **Ministry of Finance** and/or **BNDES**, for obtaining the resources necessary for

the proper payment of the obligations assumed by the **Bidders** due to their participation in the **Auction**

7. The brokerage fee perceived by the **Accredited Brokerage Firm** for the performance of the **Auction** operation, subject matter of this Contract, is freely agreed between the parties in [*complete with the commercial terms agreed between the parties.*].
8. This Contract shall remain in force until the **Guarantee of the Proposal** withdrawal by the **Accredited Brokerage Firm**, or until the payment of the remuneration due to **B3**.
  - 8.1 Either party may, however, terminate this Contract until seventy-two (72) hours prior to the date of the **Auction**, with its obligations remaining valid until their due date is duly paid.
9. Any omission or deviation of the parties in relation to the rights and obligations arising from this Contract does not imply, unless expressly stated otherwise, a waiver of such rights, nor would it constitute an amendment to or novation of this Contract.
10. This Contract also obliges the Contracting Parties' heirs and successors.
11. The rules and procedures of **B3** relating to the **Auction** of shares in general, when not expressly disciplined in the normative acts referred to in item 4 of this Contract, shall apply subsidiarily to the operations subject matter of this Contract.
12. The venue of the city of São Paulo is hereby elected as the competent authority to settle any further doubts, except when the Accredited Brokerage Firm, when authorizing the action, is brought to the Bidder's domicile if it is different from it.
13. The doubts and disputes arising from this Contract will be settled by **B3**, after hearing the **Granting Committee**, prior to any judicial interpellation, by any of the parties.



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In witness whereof, the contracting parties in the absolute Contract and understanding sign this instrument in [complete with the number of copies negotiated between the parties, considering the necessary ones in the documentation of the **Auction**] copies of equal content and form, in the presence of the two (2) witnesses named and signed below, in order to produce all their effects and purposes.

[place], [•] [•], 201[•]

*Notarized signature(s)*

---

[Name of **Accredited Representatives**]

[Corporate Name or Name of **Bidder's Consortium**]

*Notarized signature(s)*

---

[Legal Representative(s) of the **Accredited Brokerage Firm**]

[**Accredited Brokerage Firm's** Corporate Name]

Witnesses:

---

Name:

CPF:

---

Name:

CPF:



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#### Annex 14

#### Procedures Manual

*This **Annex** will be disclosed separately, including on **B3** website, on [www.bmfbovespa.com.br/licitacoes](http://www.bmfbovespa.com.br/licitacoes).*



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## Annex 15

### Letter of Presentation of the Guarantee of the Proposal

[place], [●] [●], 2018

To

Granting Committee

Ref.: Invitation to Bid No 3/2018-PPI/PND - Letter of Presentation of the Guarantee of the Proposal

Dear Sirs,

By means of this instrument and in the best form of law, the **Bidder** [●], domiciled in [●], enrolled with the Corporate Taxpayer Register of the Ministry of Finance - CNPJ/MF under No. [●], hereby issues the **Guarantee of the Proposal** for participation in the abovementioned bid process, before the **Granting Committee** and **B3**, in accordance with item 7.4, IV of the **Invitation to Bid**.

Yours faithfully,

*Notarized Signature(s) of the Accredited Representative(s).*

---

[Name(s) of Accredited Representative(s)]

## Annex 16

### Model of Declaration of Independent Preparation of Written Economic Proposal

[place], [●] [●], 2018

To

BNDES

Ref.: Invitation to Bid No.3/2018-PPI/PND - Model of Declaration of Independent Preparation of Written Economic Proposal

Dear Sirs,

(Identification of the **Accredited Representative**), as representative duly constituted of **[Bidder]** hereinafter referred to as ("**Bidder**"), for the purposes of item IX of sub item 7.4 of the **Invitation to Bid**, declares, under the penalties of the law, especially article 299 of the Brazilian Penal Code, that:

- (a) The **Written Economic Proposal** submitted for the participation in the **Auction** was prepared independently by the **Bidder**, and the content of the **Written Economic Proposal** was not, in whole or in part, directly or indirectly informed, discussed or received from any other potential or actual participant of the **Auction**, by any means or by any person;
- (b) The intention to submit the **Written Economic Proposal** prepared to participate in the **Auction** has not been informed, discussed or received from any other potential or actual participant of **Auction**, by any means or by any person;
- (c) It has not attempted, by any means or by any person, to influence the decision of any other potential or actual participant of the **Auction** as to whether or not participate in the said **Auction**;



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- (d) The content of the **Written Economic Proposal** submitted to participate in the **Auction** shall not be, in whole or in part, directly or indirectly, communicated or discussed with any other potential or actual participant of the **Auction** prior to award of the subject matter of the said **Auction**;
- (e) The content of the **Written Economic Proposal** submitted to participate in the **Auction** was not, in whole or in part, directly or indirectly, informed, discussed or received from any member of the **Ministry of Finance** or **BNDES**, before the official opening of the **Written Economic Proposals**; and
- (f) They are fully aware of the content and scope of this statement and have full powers and information to sign it.

---

[Bidder's Corporate Name]

[Accredited Representative(s)]



## Annex 17

### Letter of Ratification of the Winning Proposal

[place], [●] [●], 2018

To

**BNDES**

Ref.: Invitation to Bid No. 3/2018 -PPI/PND - Letter of Ratification of the Winning Proposal

Dear Sirs,

The **Bidder** [●], registered with the Corporate Taxpayer Register of the Ministry of Finance - CNPJ/MF under No. [●], headquartered at [●], for the purposes of the **Invitation to Bid**, hereby ratifies the **Winning Proposal** submitted in the scope of the **Auction**, proposing, irrevocably and irreversibly, as the biggest offer for the payment of the **Initial Instalment for the Grant Offer**, the amount of R\$ [●] ([●] Reais), valid for one (1) year as of the **Date for Receipt of Volumes**, extendable by the same period, in accordance with the terms and conditions contemplated in the **Invitation to Bid**.

1 We expressly declare that:

- 1.1 we agree, in full and without any restriction, to the contracting conditions established in the **Invitation to Bid**;
- 1.2 we confirm that we are fully aware of the conditions for carrying out the work;
- 1.3 we confirm the commitment to make the payment of the **Initial Instalment for the Grant Offer** hereby proposed and of the **Annual Instalments for the Grant Offer** in the exact terms set forth in the **Invitation to Bid** and in the **Draft of the Contract**, except in the event of subsequent open outcry bidding session;



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- 1.4 we assume, from now on, full responsibility for carrying out the works in accordance with the provisions of the **Contract**, as well as the applicable regulations and laws; and
- 1.5 we fully comply with all the obligations and requirements contained in the **Invitation to Bid** in reference, being observed, in full, the assumptions set forth in sub item 9.3, of the **Invitation to Bid**.

---

[Bidder's Corporate Name]

[Accredited Representative(s)]



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#### **Annex 18**

#### **Draft of the Contract**

*This document will be disclosed separately.*