Governo do Estado do Rio de Janeiro
Secretaria de Estado de Desenvolvimento Econômico, Energia e Relações Internacionais
Companhia de Desenvolvimento Industrial do Estado do Rio de Janeiro

PUBLIC SELECTION NOTICE

PUBLIC SELECTION No. 001/2020

PROCESS No: E-12/169/40/2018

TYPE: HIGHEST BID OR OFFER OF GRANTOR VALUE

THE INDUSTRIAL DEVELOPMENT COMPANY OF THE STATE OF RIO DE JANEIRO "CODIN", supported by STATE DECREE No. 46,252 OF FEBRUARY 26, 2018, which was delegated to undertake the necessary selection of administrator for the Açu Export Processing Zone in this act represented by its Chief Executive Officer, Mr. **Fábio Eduardo Galvão Ferreira Costa,** and the Special Selection Commission, with INTERVENTION of the **STATE OF RIO DE JANEIRO,** in this act represented by his Excellency the Acting Governor, **Cláudio Bomfim de Castro e Silva**, makes public, to whomsoever it may concern, that on the date, time and place indicated below such a **SELECTION** as described in this document and in its Annexes, is intended for the selection of legal entities to be hired to implement and administer the Açu Export Processing Zone (Açu ZPE) in the form of current legislation: Law 13,303 of June 30, 2016; State Decree 46,188, of December 6, 2017; Presidential Decree S/N of December 27, 2017 (published in the Union Gazette on 12/28/2017); RESOLUTION CZPE 02 of 15 May 2009; RESOLUTION CZPE 05 of September 1, 2009; Law 11,508 of July 20, 2007; Decree 6,814 of April 6, 2009; Decree 6,759, of February 5, 2009; RESOLUTION CZPE 08 of 28 June 2010; Normative Instruction RFB 952, of July 2, 2009; and Ordinance RFB 3,518, of September 30, 2011.

This document and all the annexes that are part of this notice will be available to any interested party, at CODIN, for consultation within a period of 30 (thirty) working days, from October 30, 2020, and may access its content through the official CODIN website (www.codin.rj.gov.br).

The envelopes, containing documents of qualification and the like, must be delivered to CODIN, Av. Rio Branco no. 110 – 34º, Centro, Rio de Janeiro, RJ, until 10:00 am on December 15, 2020. The opening of the envelopes will take place, on the same deadline/day at 10:30 a.m.

in the meeting room at the address mentioned above, in the presence of representatives of the participating companies.

DEFINITIONS

Expropriation Actions: Lawsuits filed by CODIN referent to lots mentioned in State Decree No. 41,915, of June 19, 2009;

Adjudicator: Winning Proponent of the selection process;

Annexes: Documents cited in this Notice incorporated at the end of this instrument as an inseparable part and nominated according to their denominations;

Preliminary project: Technical representation of the option adopted by the Adjudicator and/or Administrator of the Export Processing Zone of Açu AZPE from feasibility study and preliminary studies containing technical specifications and descriptive memorial of the Açu ZPE Project including drawings, specifications, physical summaries and financial and physical budgets, evaluation of construction costs, methods and deadlines of execution.

Administrative Evaluation: Assessment Report or Technical Opinion carried out in the context of the Expropriation Actions that establishes the initial value of lots and composes the Fixed Value of each Property together with other discriminated costs.

AZPE: Administrator of the Açu Export Processing Zone, a legal entity created for the specific function of deploying and administering the ZPE and in this capacity is solely responsible for providing services to companies that settle there and assist the customs authorities pursuant to CZPE Resolution No 5 of 1 September 2009 and its subsequent amendments;

CODIN: Industrial Development Company of the State of Rio de Janeiro, a Government-owned Company, a mixed economy company that was founded by Law No. 5,969 of November 28, 1967 and delegate of this selection procedure, pursuant to State Decree No. 46,252 of February 26, 2018;

Related Companies: Companies subject to the significant influence of another business. Significant influence is defined where the power to participate in the decisions of the financial or operational policies of the investee is held or exercised, without controlling it. Significant influence is presumed when there is ownership of 20 percent or more of the voting capital of the invested without controlling it;

Special Selection Committee: Commission constituted by CODIN which will be responsible for conducting procedures relating to selection in addition to examining and judging all documents;

Consortium: The consortium is the group of bidders, solely responsible for fulfilling the obligations arising from this Selection and bound by Term of Commitment of the Constitution of the Consortium

Fixed Monthly Contribution: Amount to be paid monthly by the Adjudicator and/or AZPE, to reimburse CODIN for the judicial and extrajudicial costs, direct and indirect administrative and operational costs incurred in the context of the Expropriation Actions of Lots until their effective judicial decisions;

Subsidiary: Company in which the Parent Company, directly or through other Subsidiaries, holds the rights of a partner that permanently guarantees the majority of votes in deliberations and the power to elect the majority of the directors of the controlled society, and effectively uses its power to direct activities and guide the functioning of the organs of the same controlled society;

Controller: A natural person or legal entity who:

i. holds membership rights that permanently guarantee the majority of the votes in the deliberations of the general meeting or meeting of partners and the power to elect the majority of the directors of the company controlled; and

ii. effectively uses its power to direct activities and guide the functioning of the organs of controlled society;

AZPE Control: holds ownership of at least 50 percent plus one of AZPE`s voting capital shares;

Contract: Instrument signed between CODIN, with the intervening ERJ, and the Adjudicator, subsequently assigned to AZPE, a company of specific purposes to be constituted by the same Adjudicator. This company is tasked with establishing guidelines for formalization of the implementation of the management process of the Açu Export Processing Zone including the implementation, maintenance and operation and the competent activities and services necessary for its operation. (Annex V)

CZPE: National Council of Export Processing Zones, a associated body integral to the basic structure of the Ministry of Industry, Foreign Trade and Services - MDIC, the main decision-making body of the National Policy of ZPEs

Qualification Documents: Set of documents filed with the Notice to be presented by the Participants and members of the Consortium, as the case may be, intended to prove their legal, tax, technical and economic-financial qualification;

Notice: This document with its annexes;

Leader Company of the Consortium: Company indicated by the Participant in the event of a consortium answerable to CODIN for fulfilling the obligations of the Participant contained in this Notice without prejudicing the sole liability of the other consortium members;

State: State of Rio de Janeiro, Government-owned Company;

Contractual Guarantee: Guarantee to be constituted for the faithful fulfilment of the obligations assumed by the Adjudicator/AZPE to be executed by CODIN within the expected hypotheses;

IPCA: Broad National Consumer Price Index, calculated by the Brazilian Institute of Geography and Statistics (IBGE);

Property: area intended for the implementation of the Açu ZPE to be acquired by the Adjudicator and transferred to AZPE for its constitution and is composed of the fourteen Lots;

Lots: Lots that are the object of Expropriation Actions, whose provisional inclusion of possession have already been fulfilled and effected in favour of CODIN. These must constitute a single registration to be transferred to AZPE forming the Property after due legal process;

Participant: Company or Concessionaire interested in participating in this selection procedure;

Proposing Power: The State of Rio de Janeiro responsible for submitting the proposal for the creation of the Açu ZPE in this act represented by CODIN pursuant to the Federal Decree of December 27, 2017;

Promise: Contract of Promise of Purchase and Sale signed initially between CODIN and the Adjudicator, subsequently ceded to AZPE, a company of specific purposes to be constituted by the same Adjudicator (Annex IV);

Land Regularisation: Consists of the set of legal, social, environmental, urban and sustainability measures directed towards the consolidation of the occupation of lots related in Annex 1 to the PROMISE (Annex IV) by the Adjudicator. The Adjudicator`s legal situation and the dates of possession of THE LICENSING PARTY, are described in the Judicial Proceedings mentioned in the List of Lots contained in Annex 1. Furthermore, Any costs for the removal of third parties will be SOLELY borne will be the charge of THE GRANTED PARTY. In accordance with the understanding drawn up by the judgment delivered by the 2nd Civil Chamber of the TJRJ, Civil Appeal No. 8,293/95 in which the discourse of the His Excellency Sergio Cavalieri Filho states that "the evaluation should be restricted to the real value of the area in the conditions it was found at the time of the Expropriation decree, and not with a view to the real estate market or its eventual economic use" in the Office of Real Estate Expertise and Valuations of the Attorney General's Office of the State of Rio de Janeiro in Technical Opinion No. 70/2019, pgs. 647/656 of Administrative Procedure No. E-12/16940/18.

Public Selection Session: Public Session for opening the envelopes of the proposals submitted by the Participants;

Granted Amount: Initial amount to be paid by the Adjudicator and/or AZPE as a result of the offer made in this selection procedure;

Resulting Value of the Property: Total amount to be paid by the Adjudicator and/or AZPE to CODIN composed by the Fixed Value of the Property and Variable Value of the Property;

Fixed Value of the Property: Total amount to be paid by the Adjudicator composed by the sum of the Land Value and the Implementation Value of DI-SJB;

Land Value: Amount to be paid by the Adjudicator or AZPE with reference to the Property, composed of the sum of the values of the administrative valuations of the Lots that gave rise to the Property in the records of the Expropriation Actions;

Implementation Value of DI-SJB: all costs already assumed in the nature of supplements, attorney's fees, compensatory interest, moratoriums, costs and judicial fees, in addition to any other judicial and extrajudicial, administrative and operating operations costs incurred in the expropriations of lots, directly and indirectly until the date of publication of this Notice, according to Calculation Memorandum (Annex IX);

Variable Value of the Property: Amount to be paid by AZPE referent to the possible difference between the amounts already paid as "Fixed Value of the Property" and the amount of final compensation fixed by the judgments of the respective Shares of Expropriation of Lots, plus attorney's fees, compensatory interest, moratoriums and other amounts that may arise from it;

ZPE: Export Processing Zone, free trade area for foreign trade which is considered primary zone for customs control and that is intended for the installation of companies focused on the production of goods to be marketed abroad with specific tax, exchange rate and administrative treatment.

1- OBJECT

The purpose of this NOTICE is to establish guidelines for the selection of the company or Consortium that will constitute legal entity to exercise, on an exclusive basis, the Administration of the Açu Export Processing Zone, including the implementation, maintenance and operation of the competent activities and services necessary for its operation, as well as to acquire the Property where the ZPE will settle.

1.1 The property to be acquired by the Adjudicator and transferred to AZPE pursuant to the Promise (Annex IV) is composed of 182,167,436 hectares and perimeter of 5,333.10 meters defined in Presidential Decree of December 27, 2017 published in the Union Gazette on December 28, 2017 (see Annex II) in the Municipality of São João da Barra. The property should be exclusively intended the implementation of the Açu EPA in the form of current legislation. Particular attention should be paid to CZPE Resolution No. 05, of 01/09/2009, with the amendments introduced by CZPE Resolution No. 02, of 03.04.2013 and RESOLUTION CZPE No. 08 of 17 December 2013 as well as by CZPE Resolution No. 02, of 12/12/2012 amending CZPE Resolution No. 02 of 15 May 2009.

1.2 This Selection will be of the highest bid or offer type in relation to the Granted Amount.

- The minimum offer of Grant Value is R$ 26,000,000.00 (twenty-six million reais).

2. CONDITIONS FOR PARTICIPATION OF THE SELECTION

2.1 Only legal entities, either individually or in consortium, may participate in this SELECTION provided they fully meet the conditions of this Notice. Participation in

THE SELECTION implies the full and unconditional acceptance of all terms, clauses and conditions of this Notice.

2.2 In the case of a consortium of companies, the following conditions should be observed:

2.2.1 Companies participating in a consortium may not participate in the selection alone or by integrating with another consortium;

2.2.2 Participation in this SELECTION is prohibited in different consortia of Controlling, Companies or Subsidiaries or Affiliated Companies and their respective Subsidiaries, Controllers or Related Companies;

2.2.3 A Term of Commitment to the Constitution of A Privately Held Company (Annex III) should be duly registered in the Register of Commerce and shall include in the data items below, preferably, in the order in which they are listed:

a) designation of the Consortium, its composition and the proportional participation of each consortium member;

b) description of the objective of the constitution of the consortium;

c) definition of the obligations and responsibilities of each consortium member and their specific holdings in relation to the object of this process;

d) express declaration of joint responsibility of consortium members in acts practiced by the Consortium both with regard to this process as well as the promise and contract arising therefrom;

e) registry of the commitments and obligations of the consortium members including what each consortium member will respond to alone and jointly in all the requirements relevant to the object of the SELECTION;

f) presentation of the leading company of the consortium which should be the sole company to relate to CODIN on behalf of the consortium;

g) designation of the legal representative of the consortium who shall be empowered to enter into the Promise and Contract.

h) commitment to what will be presented prior to the signing of the Promise and Contract, as well as the instrument for the constitution of the Consortium that will be presented in accordance with the requirements of this Notice.

2.3 **The Term of Commitment for the Constitution of the Consortium** shall be signed by all companies that constitute the consortium and shall contain an expressed statement of those companies that, on winning the SELECTION, they will formally constitute the consortium which will be register with the Board of Trade at the location of the head office of the leading company, prior to the signatures of the Promise and Contract;

2.4 Those not permitted to participate in this SELECTION even as part of a consortium or legal entities are:

2.4.1 Declared unsuitability by act of Public Power;

2.4.2 Companies in liquidation, bankruptcy or judicial recovery proceedings;

2.4.3 Prevented from trading with Public Administration or any of its decentralized bodies or entities; and

2.4.4 Companies among which there are directors, managers or partners who are employees, either directly or indirectly of CODIN, or any other body of State Administration.

3. QUALIFICATION

3.1 Documents relating to Capacitation will be delivered by the Participants to the Special Selection Committee in a properly closed envelope (Envelope "A"), identified externally and the following suggested statements:

CODIN - INDUSTRIAL DEVELOPMENT COMPANY OF THE STATE OF RIO DE JANEIRO REFERENCE:

PUBLIC SELECTION No. 001/2020 FOR THE CHOICE OF ADMINISTRATOR OF THE EXPORT PROCESSING ZONE OF AÇU

DOCUMENTS ENABLING [SOCIAL NAME OF THE PARTICIPANT].

[NAME, PHONE AND EMAIL OF THE PARTICIPANT REPRESENTATIVE]

OPENING DATE AND TIME: December 15, 2020, at 10:30 am.

ENVELOPE A - QUALIFICATION DOCUMENTS

3.3.1 Consortium Participants must individually submit all documentation required for isolated Participants. They should also present the Term of Commitment to the Constitution of A Privately Held Company in the form of the provisions of this Notice.

3.2 Legal Qualification:

a) Certified copy of the Company's Constitutive Act, Statute or Social Contract with its changes in force duly registered and filed at the competent office;

b) In the case of a company by shares, a copy of the publication of the act of incorporation in the Official Gazette approved the existing bylaws and elected current directors and the certificate of filing with the competent Board of Trade;

c) Authorization decree, in dealing with a foreign company or company operating in the country and act of registration or authorization for operation issued by the competent body, when such activity so requires;

d) Foreign companies that do not operate in Brazil must submit evidenced documentation of legal representation in Brazil with express powers to receive citations, administratively and judicially respond to any other act that is necessary and inherent to the activity of Administrator of the Processing Zones.

3.3 Fiscal and Labour Regulation:

a) Negative Certificate of Municipal Debts (CNDM) issued by the municipality of domicile of the company;

b) Proof of registration in the National Register of Legal Entities (CNPJ);

c) Negative joint certificate of debts related to Federal Taxes and Active Debt of the Union issued by the Attorney General's Office of the National Treasury and the Brazilian Federal Revenue Service;

d) Certified copy of the Debt Regularity Certificate from the State Tax Office of the participant's headquarters;

e) Certificate of Regularity (CRS) from the Service Time Guarantee Fund - FGTS and

f) Negative Certificate of Labor Debts (CNDT), issued by the Superior Labour Court.

3.4 Economic and Financial Qualification:

3.4.1 Certified copy of the balance sheet and financial statements of the last financial year, already chargeable and will be submitted demonstrating the good financial situation of the participant duly registered with the competent body all in accordance with legal standards. Replacement balance sheets or provisional balance sheets are prohibited.

3.4.1.1 If the participating company was incorporated in the current financial year, it shall submit the partial financial statements, or in the absence thereof, the financial statements of its majority partners or controlling shareholders.

3.4.2 The Participant and, in the case of Consortium, each individual consortium member proportionally to his participation consortium, must declare that he has or has the capacity to obtain sufficient financial resources to meet the obligations of the contribution of resources necessary to achieve the object of this Selection, pursuant to Annex X - Financial Capacity Statement.

3.4.3 The good financial situation of the participant will be considered proven where it reaches the net worth of R$ 15,000,000.00 (fifteen million reais).

3.4.3.1 Shareholders' equity will be calculated by the Participant and confirmed by the person responsible for his/her accounting, upon a statement signed by the latter, which must also indicate his registration number in the Regional Accounting Council.

3.4.4 Negative certificate of bankruptcy or judicial recovery must be have a date of issue at least ninety days prior the date of submission of the proposal.

3.5 Technical Qualification:

3.5.1 Technical Inspection Certificate will be provided by CODIN subject to a technical inspection of the Lots and will be scheduled as a procedure to be disclosed by the Special Selection Commission. This inspection will be made by the date established for the delivery of envelopes on the day of the Public Session of the Selection by the Participant`s accredited representative;

3.5.1.1 Any losses due to the omission in the verification of lots are the full responsibility of the Participants.

3.5.2 Declaratory Act of the Internal Revenue Service or foreign equivalent with at least one year of customs service in force in the internal part of ports, airports, customs premises and appropriate places at the land border by the customs authority for operations of loading and unloading of goods, import or export abroad or dry port. Certified quality management system, national or international for at least one year.

3.6 Other Documents and Proof:

3.6.1 Formal Declarations inherent to this Public Selection (Annex VI);

3.6.2 Accreditation of representative of the Participant with CODIN with powers to represent and practice any act relating to the bidding process including for express withdrawal of appeal, without which he will be prevented from manifesting himself for any form of challenge, item and other observations, noting that the lack of such document will not result in incapacity.

3.6.2.1 Accreditation may be an integral part of envelope "A", or be presented externally at the act of opening of the meeting.

3.7 The Special Selection Committee may, at any time and at its discretion, suspend the bidding procedure in order to ascertain the veracity of the documentation presented with an "*in loco*" visit to be carried out by a designated server;

3.8 No document required in items 3.2 to 3.6.1 and their respective sub-items may be presented outside envelope "A", nor after its opening except for that document in items 3.6.2.;

3.9 If any document is issued by the Internet, authentication will not be necessary since due verification on the website will be held by the commission of the competent body.

4. QUALIFICATION - ECONOMIC PROPOSAL

4.1 The economic proposal offered by the Participant will deal with the Grantor Amount to be paid to CODIN and other items defined in the Terms of Reference;

4.2 The Participant`s economic proposal should indicate the Grantor Value in Reais to be paid to CODIN with a maximum of two decimal places, observing the minimum amount of R$ 26.000.000,00 (twenty-six million reais);

4.3 Participants will submit their qualifications to the Special Selection Committee. The item "QUALIFYING - ECONOMIC PROPOSAL" of the Term of Reference will be a in closed envelope (Envelope "B") identified externally and the following statements are suggested:

CODIN - INDUSTRIAL DEVELOPMENT COMPANY OF THE STATE OF RIO DE JANEIRO

REFERENCE: PUBLIC SELECTION No. 001/2020 FOR THE CHOICE OF ADMINISTRATOR OF THE EXPORT PROCESSING ZONE OF AÇU

QUALIFICATION - ECONOMIC PROPOSAL OF [NAME OF THE PARTICIPANT].

[NAME, PHONE AND EMAIL OF THE PARTICIPANT REPRESENTATIVE]

OPENING DATE AND TIME: December 15, 2020, at 10:30 am.

ENVELOPE B - ECONOMIC PROPOSAL

4.4 Documents must be issued by computer or typed on letterhead of the Participant in Portuguese, clearly worded, without alternatives, options, amendments, caveats, blurs, extensions, additions or between lines, dated, signed on the sheet and initialled on all pages by the Participant's legal representative pursuant to the Company's Statute or by a private proxy instrument with a notarized signature.

5. EXAMINATION OF QUALIFYING DOCUMENTS

5.1 The Bidding Committee will receive envelopes A and B, containing respectively the Qualification Documents and Economic Proposal at the place, date and time provided for in this Notice;

5.2 After the deadline for receipt of envelopes has elapsed which will be declared by the Special Selection Committee at the Public Selection Session, no other envelope or document will be received. The opening of envelopes will be in two phases starting with: (i) Phase of Qualification which consists of the opening of Envelope B - Economic Proposal; (ii) Enabling Phase to verify the regularity of the status of the Participant only

for the winning Participant (which proposed the highest price after an eventual tie, if any).

5.3 The Special Selection Committee will draw up the detailed minutes of all public meetings. The minutes of the meeting shall be signed by the members of the Commission and the representatives of the participants present or by those appointed;

5.4 Where there is agreement on drawing up the minutes, the participants present may appoint only a few among them to initial the documents submitted whether in the trial phase of the proposals or in the qualification phase;

5.5 The Special Selection Committee shall examine the qualifying documents and shall judge if they meet fully the requirements required in this Notice;

5.6 Participants will be disabled where they: (a) submit documents with an expired validity date; (b) do not submit any of the documents required in this Notice, or submit them with tampering, falsification, amendment, or tears; or (c) do not meet all the requirements of this document;

5.7 Incapacity shall be justified by the Special Selection Committee on carrying out due diligence to clarify or supplement the instruction of the case. The subsequent inclusion of a document or information which should have been included in the original proposal is prohibited;

5.8 Where all participants are disqualified by the Selection Committee at in its sole discretion, a period of eight working days may be set for the submission of new documentation purged of the causes, which gave rise to their inadmissibility or disqualification or disqualification of tenders.

6. JUDGMENT OF THE ECONOMIC PROPOSAL

6.1 Economic proposals will be ordered according to the offers made in relation to the Grantor Value. The winning proposal will be that which indicates the highest offer;

6.2 The Selection Committee may request from the Participants further clarifications, information or documents if it considers necessary for their judgment. The subsequent inclusion of a document or information which should be originally included in the proposal is prohibited;

6.3 Cases of omission in this Notice shall be resolved by the Selection Committee on the basis of applicable legislation.

7. FINAL JUDGMENT, ADUDICATION AND APPROVAL

7.1 The Participant who submits a proposal with the highest offer related to the Grantor Value will be classified and selected, thus considered winner, according to the item of the ECONOMIC PROPOSAL of the Term of Reference;

7.1.1 In the event of a tie, the decision will be held according to the criteria defined below in successive application:

i) through final dispute, in which the tied Participants may submit a new closed proposal in a continuation of the closing act of the trial to be analysed on the same day;

ii) prior contractual performance of participants in previous contracts formalized with the Industrial Development Company of the State of Rio de Janeiro - "CODIN" evaluated by the Selection Commission;

iii) where a tie in the proposals object of this Notice remains, preference will be given the provision of the service to Brazilian companies pursuant to article 55 of Article 55 of Law 13.303/16, combined with §2 of Article 3 of Law 8,666/93; and

iv) the successive final draw will be made in a public act to be determined by the Selection Committee and to which all Participants will be invited;

7.1.2 All offers with a value of 90 percent of the value of the highest offer will be considered.

7.2 After judgement and classification, bids in accordance with the evaluation criteria set out in the Term of Reference will be forwarded for approval and adjudication;

7.3 On the commission adjudicating the object of the SELECTION and to file the proceedings, the object shall be forwarded to the Presidency of CODIN for final decision on type-approval, revocation or nullity;

7.4 On approval by the SELECTION, the object will be contracted by the Adjudicator;

7.5 Where the Adjudicator comes to decline the right to contract, CODIN may revoke the SELECTION or invite the remaining participants, in the order of classification to be contracted in the same period and under the same proposed conditions;

7.6 CODIN may revoke this SELECTION due to of public interest that arise from supervening facts, official annulment of the selection or by provocation of third parties;

7.7 The annulment of the procedure for reasons of illegality will induce the annulment of the Promise and Contract and will not generate on the part CODIN any obligation to indemnify the Contractor;

7.8 The declaration of invalidity of the Promise and Contract originated by this SELECTION will operate retroactively and prevent any ensuing legal effects in addition to disposing of those which it may have already produced;

7.9 In the case of revocation of the SELECTION, ample defence is assured to the contradicted party;

7.10 Proposals that present any offer of advantage not provided for in this Notice will not be allowed that.

8. OVERHEADS

8.1.1 The Adjudicator and, subsequently AZPE, undertake to make payment of the Grantor Amount which will refer to the initial amount to be paid by the Adjudicator and/or AZPE as a result of the offer made in the selection procedure within 10 (ten) days from the signature of the documents of this Selection and Implementation Value of the DI-SJB;

8.1.2 Without prejudice to the other sanctions applicable for non-compliance with the obligations assumed, if the Adjudicator and/or AZPE does not pay the Grantor Value or the Fixed Value of the Property on the due date this will incur a late payment interest collection of 1 percent a.m. *pro rata* on the amount of the instalment due in arrears updated by the annual variation of the UFIR-RJ, plus a contractual fine of 10 percent applicable until full receipt of the amount due;

8.1.3 The costs for removing any illegal occupants located in the lots of properties object of will be in onus of the Adjudicator and/or AZPE contained in Annex 01 to the PROMISE (Annex IV).

9. CONTRACTION

9.1 Once this procedure has been completed and approved, the Adjudicator shall be notified/summoned and shall have a period of three days from receipt of such notification to, together with the SELECTION Committee, sign the Promise and Contract as set out in Annex IV and V, which is part of this document;

9.2 The Adjudicator must appear at CODIN on the date agreed with the Selection Committee to sign the Promise and Contract;

9.3 The Promise and Contract shall be forwarded for signature to the Adjudicator only if duly justified and at its own expense;

9.4 Non-compliance with the call for signatures of the Promise and Contract within the prescribed deadline will imply decay of the right to contract;

9.5 The deadline for signing the Promise and Contract may be extended when requested in writing and provided that there is a justified reason and accepted by CODIN;

9.6 If the Adjudicator refuses to sign the Promise and Contract within the established period, CODIN shall retain the option to convene the remaining participants, that applied their respective proposals at the same time and conditions respecting the classification order, without prejudice to the penalty provided for in this document;

9.7 In any case applicable and throughout the performance of the Promise and Contract, the Adjudicator shall maintain all the conditions of qualification required in the SELECTION in compatibility with the obligations assumed;

9.8 The period of execution of the object shall be **20 (twenty) years**, and may be extended successively for **the same period**, provided that by repayment of the grant amount, at each extension, subject to the provisions of Paragraphs First and Second of Clause Five of the Contract.

10. APPEALS

10.1 At the end of the session, in which Commission declares the winning Participant, any Participant may immediately express the intention to appeal with their reasons recorded in the minutes of the summary provided that they have a letter of accreditation or power of attorney with specific powers to do so. Participants may appeal within three working days with the other participants immediately being subpoenaed to file counter-reasons within the same period, which will be counted from the end of the applicant's deadline with immediate viewing of the records assured;

10.2 Failure to submit written reasons will result in the analysis of the appeal being made only by the synthesis of oral testimony;

10.3 The lack of immediate and motivated manifestation on the part of the participant will result in the decline of the right of appeal and the adjudication of the object of the bid by the Commission to the winner;

10.4 The reception of the appeal will signify invalidation only of unverifiable acts;

10.5 The motive for appeals will be addressed to the Selection Commission, within five working days, who may reconsider the decision or, within that same period, make it rise, duly instructed, for the final decision of the Chief Executive Officer.

11. GENERAL PROVISIONS

11.1 The Commission retains autonomy to resolve any conflicts involving the Participants and shall make decisions in accordance with this Notice and current Legislation;

11.2 The Commission may at any stage suspend its work and should promote the registration of the suspension;

11.3 Doubts regarding this document will only be considered when formalised in writing before the Special Selection Commission and shall be submitted within five working days prior to the date of the opening of the proposals. The response should be provided by electronic means and sent to all Participants;

11.4 All pages comprising the Qualification and Price Proposal documentation must be numbered and initialled by the participant's legal representative, except for those in which there is signature;

11.5 In the case of consortium, the consortium companies undertake to constitute a specific company to serve the object of this SELECTION according to Federal Decree No. 6,814/2009. The company will by mandate have the components of the consortium as partners in its constitution;

11.6 The Selection Committee shall be assured of the right to carry out examinations and other due diligence at any time to the extent necessary in order to clarify possible doubts as to any of the evidence submitted in the SELECTION;

11.7 Participation of a foreign company based outside the country in this event is not permitted unless a Brazilian company is composes the consortium.

11.8 This Notice is published in Portuguese and English versions. In case of doubts, divergences or conflicts and in compliance with Brazilian legislation, the version in Portuguese will prevail over the English version;

11.9 All tender documents as well as correspondence exchanged between the Participants and CODIN must be written in Portuguese and all documentation is consulted and interpreted in accordance with this language;

11.10 The documents of foreign origin submitted in other languages will not be considered for evaluation without (i) authentication with the Consular Offices of the Ministry of Foreign Affairs (MRE) abroad and (ii) the sworn translation into Portuguese;

11.11 The Notice includes for all ends and effects the following annexes:

11.11.1 Annex I - Term of Reference;

11.11.2 Annex II - Federal Decree of 12/27/2017, which created the Açu ZPE;

11.11.3 Annex III -Term of Commitment to Constitute a Privately Held Company;

11.11.4 Annex IV - Promise of Purchase and Sale Agreement (PROMISE);

11.11.5 Annex V - Contract;

11.11.6 Annex VI - Declarations - Models;

11.11.7 Annex VII - Proposal of the State of Rio de Janeiro;

11.11.8 Annex VIII - Map;

11.11.9 Annex IX- Calculation Memorandum;

11.11.10 Annex X - Statement of Financial Capacity.

12. FORUM

The Forum competent to resolve doubts concerning signatures based on the object of this SELECTION is that of the District of Rio de Janeiro, State of Rio de Janeiro, to the detriment of another, however privileged it may be.

Rio de Janeiro, RJ, in October 28, 2020.

Fábio Eduardo Galvão Ferreira Costa

Chief Executive Officer

CODIN – RJ

Working ID. 5098796-8