

# TENDER DOCUMENT FOR AUCTION No. 05/2016-ANEEL

AUCTION FOR THE CONCESSION OF PUBLIC SERVICE OF  
ELECTRIC POWER TRANSMISSION, INCLUDING THE  
CONSTRUCTION, OPERATION AND MAINTENANCE OF THE  
POWER TRANSMISSION FACILITIES OF THE NATIONAL  
INTERCONNECTED SYSTEM

Brasília, March 7, 2017.

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## 1 PRELIMINARY INFORMATION

- 1.1 The FEDERAL GOVERNMENT, in the exercise of the powers granted to it under Article 21, section XII, paragraph “b”, of the Federal Constitution, through the BRAZILIAN ELECTRICITY REGULATORY AGENCY - ANEEL, an autarchy of the Federal Government operating under a special regime, headquartered in the SGAN, Block 603, Module “I”, Brasília, Federal District, enrolled in the CORPORATE TAXPAYERS ID. 02.270.669/0001-29, based on the authority delegated by Law No. 9.427 of December 26, 1996, as amended by Law No. 10.848, of March 15, 2004, will conduct a bidding process, in the mode of an AUCTION, based on Laws 8.666 of June 21, 1993; No. 8.987 of February 13, 1995; No. 9.074 of July 7, 1995; No. 9.427 of December 26, 1996; No. 9.491, of September 9, 1997; No. 9.648, of May 27, 1998, No. 10.848, of March 15, 2004, No. 13.360, November 17, 2016, and Decree No. 7.154, of April 9, 2010, with the purpose of granting PUBLIC TRANSMISSION SERVICE, including construction, assembly, operation and maintenance of the POWER TRANSMISSION FACILITIES.
- 1.2 To facilitate the understanding of this TENDER DOCUMENT, the terms in CAPITALS appear in the glossary given in Appendix A.
- 1.3 The use of the definitions contained in the TENDER DOCUMENT, in the plural or singular, in the masculine or feminine, does not change the meanings ascribed to them in Appendix A - GLOSSARY.
- 1.4 Pursuant to Article 18-A of Law No. 8.987/1995, this AUCTION will be conducted with inversion of the phases order.
  - 1.4.1 The REGISTRATION to take part in the AUCTION shall be made through the electronic form, and the instructions for its completion will be included in the INSTRUCTION MANUAL to be made available on *ANEEL WEBSITE*.
  - 1.4.2 The delivery of BID BONDS shall take place via the Internet wherever possible, subject to the provisions of Section 8 of this TENDER DOCUMENT and the INSTRUCTION MANUAL. The rules for the delivery of BID BONDS will be published in the INSTRUCTION MANUAL.
  - 1.4.3 The Accreditation Documents will be delivered on the date established in the SCHEDULE, at BM&FBOVESPA, located at Rua XV de Novembro No. 275, 1<sup>st</sup> floor - São Paulo - SP.
- 1.5 The public session of the AUCTION will be conducted by the BM&FBOVESPA at the date, time and place defined in the SCHEDULE, with the participation of BIDDERS that have fulfilled the requirements, made the REGISTRATION, delivered the BID BOND and submitted the financial proposal envelope, in accordance with this TENDER DOCUMENT.
- 1.6 The electronic files of volumes I, II, III and IV of this TENDER DOCUMENT are available for download on ANEEL WEBSITE.
- 1.7 The technical and environmental documents listed in Appendixes 6 specific to each AUCTION LOT (R1, R2, R3 and R4), the consolidated data spreadsheet of the project to be submitted with the Basic Project, contained in paragraph 12 of the General Appendix 6 (General Technical Specifications), and the spreadsheet for simulating the Periodic Revenue Review, will be available to interested parties, after the publication of the TENDER DOCUMENT, in a digital medium, by downloading from ANEEL WEBSITE.
- 1.8 For clarification of any provisions of this TENDER DOCUMENT, its Appendixes and the AUCTION procedures, the INTERESTED PARTY should contact the SPECIAL BIDDING COMMITTEE - CEL by completing the online electronic form available on ANEEL WEBSITE in the TENDER DOCUMENT.
  - I. Requests for clarification must be made in writing, in Portuguese, until the date indicated in the SCHEDULE;

- II. The answers to the requests for clarifications will be made available until the date indicated in the SCHEDULE, on ANEEL WEBSITE, for the public knowledge;
  - III. Clarifications, addenda or RELEVANT ANNOUNCEMENTS shall become an integral part of this TENDER DOCUMENT;
  - IV. In the absence of requests for clarification, the information and elements contained in this TENDER DOCUMENT and its Appendixes shall be presumed sufficient to enable the preparation of the Accreditation Documents and the financial proposal and, consequently, the participation in the AUCTION, for which reason questioning or claims at a later date will not be allowed.
- 1.9 If the doubts raised by the INTERESTED PARTIES imply a change in the conditions necessary for the formulation of proposals, the TENDER DOCUMENT will be republished, changing the SCHEDULE.
- 1.10 The INTERESTED PARTIES may conduct visits on the sites of the substations where the POWER TRANSMISSION FACILITIES will be connected. The visits must be previously and directly scheduled with the respective CONCESSIONAIRES until the date indicated in the SCHEDULE. The contacts of each concessionaire will be made available on ANEEL WEBSITE, through an addendum to the TENDER DOCUMENT.
- 1.11 This Tender Document and its Appendixes are also available in English and Spanish, but for all legal purposes, the present Portuguese version prevails.

## 2 PARTICIPATION

- 2.1 The INTERESTED PARTIES who wish to participate in this Auction shall make the REGISTRATION, pursuant to Section 7, and deliver the BID BONDS, as set out in Section 8.
- 2.2 Participation in the AUCTION implies tacit and unconditional acceptance of the rules set forth in this TENDER DOCUMENT.
- 2.3 The following may participate in this Auction, as BIDDERS, provided that they fully comply with the provisions of the TENDER DOCUMENT and the legislation in force:
- 2.3.1 Private Legal Entities, national or foreign, individually or jointly in a consortium;
  - 2.3.2 Private Equity Investment Funds (FIPs) and supplementary pension entities, jointly in a consortium with other FIPs and / or supplementary pension entities, provided that the consortium has the participation of one or more Private Legal Entities which are not typified as FIPs or supplementary pension entities.
- 2.4 The following may not participate in this Auction, as BIDDERS, in the same LOT:
- 2.4.1 The consortium that has one or more members integrating it, participating as an individual BIDDER in the LOT;
  - 2.4.2 The consortium that has one or more members that are participants of another consortium for the LOT.
- 2.5 The following may not participate in this Auction, as BIDDERS:
- 2.5.1 The CONCESSIONAIRE that does not meet the requirement set forth in paragraph 10.9.5.
  - 2.5.2 The consortium consisting of one or more companies that do not meet the requirement set forth in paragraph 10.9.5 of this TENDER DOCUMENT, whose participation, individually or together with another CONCESSIONAIRE(S) in the same capacity, represents the

- majority.
- 2.5.3 The Concessionaire or Licensee of the public electricity distribution service.
- 2.5.4 The company and its direct or indirect parent company, as well as its respective subsidiaries, in which any of them:
- a) has filed for or is under judicial or extrajudicial reorganization;
  - b) is under intervention;
  - c) is serving a penalty of suspension of the right to participate in tenders and to contract with ANEEL;
  - d) has suffered a penalty of caducity of electric power transmission concession or is under an administrative default process, with recommendation of caducity of the concession already forwarded by ANEEL to the MME, in the last three years prior to the publication of the TENDER DOCUMENT.
- 2.6 The participation of consortia shall be admitted upon submission of the Articles of Incorporation of the Consortium, by public or private instrument, signed by the legal representatives of the consortium companies, which shall contain specific clauses, to be verified upon accreditation:
- 2.6.1 The indication of the percentage of participation of each company in the consortium and the designation of the leading company, which will be responsible before ANEEL for fulfilling the commitments undertaken in the financial proposal, without prejudice to the joint responsibility of the other consortium companies.
  - 2.6.2 The commitment, according to the draft in Appendix B, in case the consortium is the winner of the AUCTION, to set up a Specific Purpose Company (SPE) under the TENDER DOCUMENT.
  - 2.6.3 The obligation of the other consortium members to provide information to the leading company so that it can fulfill its responsibilities before ANEEL.
  - 2.6.4 The joint liability of the members of the companies for acts performed in the consortium, both in the accreditation phase as well as in the execution of the CONCESSION CONTRACT.
  - 2.6.5 In consortiums formed between legal entities governed by Brazilian and foreign private law, the consortium leader will always be the legal entity incorporated under Brazilian private law.
  - 2.6.6 The accreditation documentation should be presented in relation to each of the consortium companies, clarifying that:
    - 2.6.6.1 The consortium leader shall certify, on behalf of the consortium, the statements set forth in Appendix B. These statements shall be made upon acceptance chosen at the time of REGISTRATION online.
    - 2.6.6.2 For the purpose of technical accreditation, the sum of the number of professionals of each consortium company will be considered.
    - 2.6.6.3 For the purpose of economic and financial accreditation, the sum of the values of each consortium company shall be considered, in proportion to the respective equity interest.

- 2.7 The following BIDDERS must necessarily set up an SPE, on behalf of which the concession will be contracted:
- I. Private foreign legal entities;
  - II. Consortia; and
  - III. Private national legal entities that have not been incorporated with the specific purpose of operating concessions of PUBLIC TRANSMISSION SERVICE.
- 2.8 The following BIDDERS may set up an SPE:
- I. POWER TRANSMISSION CONCESSIONAIRES; and
  - II. Private national legal entities that have already been incorporated for the specific purpose of providing PUBLIC TRANSMISSION SERVICE.
- 2.9 In both cases provided for in paragraphs 2.7 and 2.8, it should be demonstrated, upon online REGISTRATION, the commitment to set up an SPE in accordance with Brazilian laws and with headquarters and administration in the country to operate the concession of PUBLIC TRANSMISSION SERVICE to be contracted.
- 2.10 A legal entity that has not participated in the AUCTION may not be included in the SPE.
- 2.11 If a BIDDER participated in the AUCTION individually, the SPE shall be its wholly-owned subsidiary.
- 2.12 In the case of BIDDERS that participated in the AUCTION as a consortium, the SPE shall be set up exclusively by the consortium group originally registered and by all the companies of the consortium, in proportion to their respective equity interest.
- 2.13 The BIDDER that is the winner of more than one LOT may set up a single SPE to contract the respective concessions.
- 2.14 In order to comply with the provisions of paragraphs 2.7, 2.8 and 2.10, the BIDDER may use the SPE already incorporated prior to AUCTION, with a similar purpose, except in the case of a wholly-owned subsidiary or a subsidiary of a company that does not prove the fulfillment of the requirement established in paragraph 10.9.5, maintaining, in the case of a consortium, the same equity interest of the consortium companies.
- 2.15 The SPE originated from a consortium formed by one or more companies that do not prove the fulfillment of the technical accreditation requirement established in paragraph 10.9.5, whose equity interest, individually or jointly with the other TRANSMISSION CONCESSIONAIRE(S) in the same capacity, is less than 50% (fifty percent), cannot have its corporate control taken over by any of these companies until the issuance of the Definitive Release Certificate – TLD of the POWER TRANSMISSION FACILITIES of the LOT.

### 3 OBJECT

- 3.1 The object of this Auction is the concession of PUBLIC TRANSMISSION SERVICE, for the lower ALLOWED ANNUAL REVENUE tendered, individually for each LOT, including the construction, assembly, operation and maintenance of the POWER TRANSMISSION FACILITIES, for a term of 30 (thirty) years from the date of signing of the respective CONCESSION CONTRACT.

3.2 The AUCTION will consist of the following LOTS:

LOT 1, consisting of the following facilities in the state of Paraná:

- TL 525 kV Guaíra - Sarandi - CD, C1 e C2, with 266,3 km;
- TL 525 kV Foz do Iguaçu - Guaíra - CD, C1 e C2, with 173 km;
- TL 525 kV Londrina - Sarandi, CD, C1 e C2, with 75,5 km;
- TL 230 kV Sarandi - Paranavaí Norte, CD, with 85 km;
- SE 525/230 kV Guaíra (new courtyard 525 kV) - (6 + 1 Res) x 224 MVA;
- SE 525/230/138 kV Sarandi (new courtyard 525 kV) - 525/230 kV (6 + 1 Res) x 224 MVA;
- SE 230/138 kV Paranavaí Norte – (6 + 1 Res) x 50 MVA;

LOT 2, consisting of the following facilities in the state of Paraná

- TL 230 kV Umuarama Sul - Guaíra C2, CS, with 108 km;
- SE 230/138 kV Londrina Sul - (3 + 1 Res) x 50 MVA;
- Stretch of TL from SE Londrina Sul to the sectioning of TL 230 kV Londrina – Apucarana C1 – 1 4,5 km, CD;

LOT 3, consisting of the following facilities in the state of Goiás:

- TL 230 kV Rio Verde Norte - Jataí - CD, C1 e C2, with 136 km;
- SE 500/230 kV Rio Verde Norte (new courtyard 230 kV) - (6 + 1 Res) x 224 MVA;

LOT 4, consisting of the following facilities in the state of Mato Grosso do Sul:

- TL 230 kV Rio Brilhante - Dourados 2 C1, with 122 km;
- TL 230 kV Rio Brilhante - Campo Grande 2 C1, with 149 km;
- TL 230 kV Imbirussu - Campo Grande 2 C2, with 57,3 km;
- TL 230 kV Nova Porto Primavera - Rio Brilhante, C2, with 137 km;
- TL 230 kV Nova Porto Primavera - Ivinhema 2, C2, with 64 km;
- TL 230 kV Dourados – Dourados II C2, with 48,2 km;
- SE 230/138 kV Dourados 2 – 2 x 150 MVA;
- Stretch of TL from SE Dourados 2 to the sectioning of the TL 230 kV Dourados – Ivinhema 2, 2 x 15,6 km, CS;

LOT 5, consisting of the following facilities in the states of São Paulo and Paraná:

- TL 230 kV Nova Porto Primavera - Rosana CD, with 18,2 km;
- SE 230/138 kV Rosana (new courtyard 230 kV) – (6 + 1 Res) x 83,33 MVA in series with 2 Phase-Shifting Transformers 138/138 kV of (2 + 1 Res) x 250 MVA each;

LOT 6, consisting of the following facilities in the state of São Paulo:

- SE Araraquara 2 - 3 x Synchronous Compensators 500 kV - (-180/+300) Mvar;

LOT 7, consisting of the following facilities in the state of Maranhão:

- TL 500 kV Miranda II - São Luís II C3, with 116 km;
- TL 500 kV São Luís II - São Luís IV, CD, C1 e C2, with 5 km;
- SE 500/230/69 kV São Luís IV - 500/230 kV, (6 + 1 Res) x 200 MVA e 230/69 kV, 2 x 200 MVA;
- Stretch of TL from SE São Luís IV to the sectioning of the TL UTE Porto de Itaqui São Luís II – 2 x 1 km, CS;



LOT 8, consisting of the following facility in the state of Rio de Janeiro:

- SE 500/138 kV Resende (new courtyard 138 kV) (3 + 1 Res) x 100 MVA

LOT 9, consisting of the following facilities in the state of Rio Grande do Norte

- TL 230 kV Lagoa Nova II - Currais Novos II, CD, with 2 x 28 km;
- SE Currais Novos II 230/69 kV, 2 x 100 MVA;

LOT 10, consisting of the following facilities in the state of Rio Grande do Sul:

- TL 230 kV Garibaldi - Lajeado 3, CS, with 47 km;
- TL 230 kV Lajeado 2 - Lajeado 3, CS, with 16,4 km;
- TL 230 kV Candiota 2 - Bagé 2, CS, with 49 km;
- SE Vinhedos 230/69 kV, 2 x 165 MVA;
- SE Lajeado 3 230/69 kV, 2 x 83 MVA;
- Stretch of TL from SE Vinhedos to the sectioning of TL 230kV Monte Claro – Garibaldi, 1 x 2km, CD

LOT 11, consisting of the following facilities in the state of Maranhão:

- TL 230 kV Coelho Neto - Chapadinha II, CS, with 74 km;
- TL 230 kV Miranda II - Chapadinha II, CS, with 129 km;
- SE 230/69 kV Chapadinha II - 2 x 100 MVA;

LOT 12, consisting of the following facilities in the states of Maranhão and Tocantins:

- TL 230 kV Imperatriz - Porto Franco, C2, with 113 km.

LOT 13, consisting of the following facilities in the states of Alagoas, Bahia, Sergipe and Pernambuco:

- TL 500 kV Xingó - Jardim C2, with 160 km;
- TL 500 kV Paulo Afonso IV - Luiz Gonzaga C2, with 38 km.

LOT 14, consisting of the following facility in the state of Maranhão:

- TL 230 kV Nossa Senhora do Socorro - Penedo C2, with 109 km.

LOT 15, consisting of the following facilities in the state of Pernambuco:

- TL 230 kV Garanhuns II - Arcoverde II, with 89 km;
- TL 230 kV Caetés II - Arcoverde II, with 50 km;
- SE 230/69 kV Arcoverde II – 2 x 100 MVA;
- SE 230/69 kV Garanhuns II – new courtyard 69 kV – 2 x 100 MVA;

LOT 16, consisting of the following facilities in the states of Piauí and Maranhão:

- TL 230 kV Ribeiro Gonçalves - Balsas - C2, with 95 km;

LOT 17, consisting of the following facility in the state of Rio Grande do Sul:

- TL 230 kV Guaíba 3 - Nova Santa Rita, with 38 km;

LOT 18, consisting of the following facilities in the states of Minas Gerais and São Paulo:

- TL 500 kV Estreito - Cachoeira Paulista C1 e C2, CS, with 375 km cada.

LOT 19, consisting of the following facilities in the states of São Paulo and Rio de Janeiro:

- TL 500 kV Fernão Dias - Terminal Rio, with 330 km.

LOT 20, consisting of the following facility in the state of São Paulo:

- SE 500 kV Fernão Dias – Static Compensator 500 kV - (-150/300) Mvar;

LOT 21, consisting of the following facilities in the state of Santa Catarina:

- TL 525 kV Abdon Batista - Siderópolis 2 CD, with 261 km;
- TL 525 kV Biguaçu - Siderópolis 2 C1, with 149 km;
- TL 525 kV Campos Novos - Abdon Batista C2, with 39 km;
- TL 230 kV Siderópolis 2 - Forquilha C1, with 28 km;
- TL 230 kV Siderópolis 2 - Siderópolis CD, with 7,5 km;
- SE 525/230 kV Siderópolis 2 (Nova) - (6+1) x ATF 224 MVA;

LOT 22, consisting of the following facility in the state of Santa Catarina:

- SE 525 kV Biguaçu – Static Compensator - (-100/+300 Mvar);

LOT 23, consisting of the following facility in the states of Paraíba and Pernambuco:

- TL 500 kV Campina Grande III - Pau Ferro, with 136 km;

LOT 24, consisting of the following facility in the state of São Paulo:

- TL 440 kV Cabreúva - Fernão Dias C1 e C2, CD, with 71 km;

LOT 25, consisting of the following facility in the state of São Paulo:

- SE 440 kV Bauru – Static Compensator 440 kV (-125/250) Mvar;

LOT 26, consisting of the following facilities in the state of Pará:

- TL 230 kV Xinguara II - Santana do Araguaia C1/C2, CD, with 296 km;
- SE 230/138 kV Santana do Araguaia (new courtyard 230 kV) – 2 x 150 MVA e phase-shifting transformer;

LOT 27, consisting of the following facility in the state of Ceará:

- SE 500/230 kV Sobral III – Static Compensator 500 kV (-150/+250 Mvar);

LOT 28, consisting of the following facilities in the states of Maranhão and Piauí:

- SE 230/69-13,8 kV Caxias II – 2 x 100 MVA;
- SE 230/69 kV Boa Esperança II (new courtyard 69 kV) – 2 x 100 MVA;
- SE 230/69 kV Teresina II (new courtyard 69 kV) – 2 x 150 MVA;

LOT 29, consisting of the following facilities in the state de São Paulo:

- SE 440/138 kV Baguaçu - (6 + 1 R) x 100 MVA;
- SE 440/138 kV Alta Paulista - (6 + 1 R) x 133,33 MVA;
- Stretch of TL from SE Alta Paulista to the Sectioning of TL 440 kV Marechal Rondon – Taquaruçu, with 53 and 54 km each, CS;
- Stretch of TL from SE Baguaçu to the Sectioning of TL 440 kV Ilha Solteira – Bauru C1 e C2 –, with 2 x 1 km, CD;

LOT 30, consisting of the following facilities in the states of Bahia and Piauí:

- TL 500 kV Queimada Nova II - Milagres II C1, with 322 km;

LOT 31, consisting of the following facilities in the state of Pará:

- TL 230 kV Xingu - Altamira, C1, with 61 km;

- TL 230 kV Altamira - Transamazônica, C2, with 188 km;
- TL 230 kV Transamazônica - Tapajós, C1, with 187 km;
- SE 230/138 kV Tapajós - 2 x 150 MVA;
- SE Tapajós - Synchronous Compensator (-75/+150) Mvar;
- SE Rurópolis - Synchronous Compensator (-55/+110) Mvar;

LOT 32, consisting of the following facilities in the state of Rondônia:

- TL 230 kV Samuel - Ariquemes C4, with 145 km;
- TL 230 kV Ariquemes - Ji-Paraná C4, with 165 km;
- SE Ji-Paraná - Synchronous Compensator (-90/+150) Mvar;
- SE Ariquemes - Synchronous Compensator (-90/+150) Mvar;
- SE 230/138 kV Jaru - (3 + 1 R) x 16,67 MVA;
- SE 230/69 kV Coletora Porto Velho - (new courtyard 69 kV) - 1 x 100 MVA;

LOT 33, consisting of the following facilities in the state of Pará:

- TL 230 kV Vila do Conde - Tomé-Açu C2, with 125 km;
- SE 230/138 kV Tomé-Açu - 2 x 100 MVA;
- Stretch of TL from SE Tomé-Açu to the Sectioning of TL 230kV Vila do Conde - Miltônia 3, 2 x 6 km, CS;

LOT 34, consisting of the following facility in the state of Pará:

- SE 230/138 kV Castanhal - 2 x 150 MVA (new courtyard in 138 kV);

LOT 35, consisting of the following facility in the state of Pará:

- TL 230 kV Marituba - Utinga (C3 e C4), Double Circuit, with 12,15 km.

- 3.3 The detailed description of the POWER TRANSMISSION FACILITIES that encompass LOTS x to xx (of the AUCTION), as well as their minimum requirements, are listed respectively in Appendixes 6-x to 6-xx of this TENDER DOCUMENT.
- 3.4 The BIDDER that tenders, for each LOT, the lowest ALLOWED ANNUAL REVENUE bid for the provision of PUBLIC TRANSMISSION SERVICE will have the expectation of the right to enter into the corresponding CONCESSION CONTRACT.
- 3.5 Tenders that do not exceed the maximum ALLOWED ANNUAL REVENUE values for each LOT as set forth in paragraph 9 of this TENDER DOCUMENT will be accepted.
- 3.6 In the LOTS where there is sectioning of existing TRANSMISSION LINE, the installations and equipment that integrate the Transmission Function of the sectioned line(s) and that should be transferred to the CONCESSIONAIRES of those sectioned lines, are not part of the assets of the respective concessions tendered, pursuant to Normative Resolutions No. 67/2004 and No. 68/2004.
  - 3.6.1 Transfers of the installations and equipment, associated with the Transmission Function of the sectioned lines, will take place without charge to the CONCESSIONAIRE of the sectioned Transmission Line. The assigning ENERGY SUPPLIER shall allocate, as an additional cost of the contracted concession, the acquisition and construction costs actually incurred with the installations and equipment to be transferred.
  - 3.6.2 The CONCESSIONAIRE of the sectioned line will receive the installations and equipment associated to the Transmission Function of the line, and must install the transferred equipment necessary for the modifications, substitutions and adjustments in the LINE

INPUTS of the corresponding substations under its concession and participate in the commissioning of these facilities, being responsible for the operation and maintenance services of the transferred assets.

- 3.6.3 The assigning ENERGY SUPPLIER shall report to the CONCESSIONAIRE of the sectioned line on the costs referred to in paragraph 3.7.1, to be registered in fixed assets, having as counterpart the "Obligations Associated to the Concession of Public Electric Power Transmission Service (Special Obligations)".
- 3.7 The TRANSMISSION CONCESSIONAIRES shall not be entitled to benefit from the apportionment of subrogation of the Fossil Fuel Consumption Account - CCC, as established in Normative Resolution No. 427 of February 22, 2011.

## 4 RIGHTS AND GENERAL OBLIGATIONS

- 4.1 The characteristics and basic technical requirements of the POWER TRANSMISSION FACILITIES relating to LOTS 1 to 35, described in Appendixes 6 and 6-1 to 6-35, respectively, should be considered in the preparation of the tender and met in the execution of the respective projects and in the construction of the POWER TRANSMISSION FACILITIES.
- 4.2 The ENERGY SUPPLIER shall implement the POWER TRANSMISSION FACILITIES, observing the provisions of the applicable environmental legislation, taking all necessary measures before the licensing body, at its own expense and risk, and comply with all its requirements.
- 4.3 Notwithstanding other requirements of the environmental licensing body, the ENERGY SUPPLIER shall implement compensatory measures, in the manner prescribed in art. 36 of Law 9.985/2000, to be detailed in the presentation of the Environmental Basic Project, of its responsibility, to the competent body, also submitting to the requirements of the body responsible for the environmental licensing process of the POWER TRANSMISSION FACILITIES, considering the Terms of Decree No. 6.848/2009.
- 4.4 The technical documentation of the POWER TRANSMISSION FACILITIES relating to LOTS 1 to 35, listed in Appendixes 6-1 to 6-35 of this TENDER DOCUMENT, and available to bidders, is owned by the respective COMPANIES, its use being restricted to the object of this TENDER DOCUMENT and it does not constitute the property of the ENERGY SUPPLIER.
- 4.5 Under the CONCESSION CONTRACT, the ENERGY SUPPLIER shall pay the COMPANY for the expenses incurred in the preparation of the technical documentation.
- 4.5.1 The amounts to be reimbursed will be subject to monetary restatement, *pro rata tempore*, calculated by the variation of the Broad Consumer Price Index (IPCA), ascertained between the date of publication of ANEEL Ruling No. 1.273, on May 18, 2016, and the date immediately preceding the payment, which must be carried out within 90 (ninety) days after the signing of the CONCESSION CONTRACT, it being the responsibility of the COMPANY the issuance of the corresponding invoice and its delivery to the ENERGY SUPPLIER.
- 4.5.2 If the COMPANY issues the invoice after 90 (ninety) days of signing the CONCESSION CONTRACT, the amounts to be reimbursed will be monetarily restated only up to that time limit.
- 4.5.3 Payment will be made, for the sums in Table 1 of paragraph 4.6, within 90 (ninety) days after signing the CONTRACT. Payment will be made, for the sums in Table 2 of paragraph

4.6, according to ANEEL Normative Resolution No. 594/2013; the first invoice, corresponding to ninety percent of the value, will be paid within 90 (ninety) days after signing the CONTRACT and the second invoice, corresponding to up to 10% of the value, will be paid within 90 (ninety) days after ANEEL's approval of the POWER TRANSMISSION FACILITIES basic project conformity. The amounts indicated in table 2 to be reimbursed will be subject to monetary restatement, *pro rata tempore*, calculated by the variation of the Broad Consumer Price Index (IPCA), ascertained between the date of publication of ANEEL Ruling, approving the amounts, and the date immediately preceding the payment.

4.5.4 If the COMPANY issues the invoice after 90 (ninety) days of signing the CONTRACT, for the amounts in Table 1 and the first invoice in Table 2, the sums to be reimbursed will be monetarily restated only up to that time limit.

4.5.5 If the COMPANY issues the second invoice of the amounts in Table 2 after 90 (ninety) days of ANEEL's approval of the POWER TRANSMISSION FACILITIES basic project conformity, the sums to be reimbursed will be monetarily restated only up to that time limit.

4.6 The COMPANIES and the sums to be reimbursed, with respect to the LOTS that are part of the AUCTION, are those established in the table below:

Table 1

Lot	Companies	Amounts according to ANEEL Resolution 594/2013 (R\$)
1	Copel Geração e Transmissão S.A.	R\$ 2.317.167,26 (two million, three hundred and seventeen thousand, one hundred and sixty-seven Brazilian reais and twenty-six cents)
1	Eletrosul Centrais Elétricas S.A.	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
1	Furnas Centrais Elétricas S.A.	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
2	Copel Geração e Transmissão S.A.	R\$ 493.918,32 (four hundred and ninety-three thousand, nine hundred and eighteen Brazilian reais and thirty-two cents)
2	Costa Oeste Transmissora de Energia S.A.	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
2	Caiuá Transmissora de Energia S.A.	R\$ 272.745,12 (two hundred and seventy-two thousand, seven hundred and forty-five Brazilian reais and twelve centavos)
3	Itumbiara Transmissora de Energia S.A.	R\$ 471.515,65 (four hundred and seventy-one thousand, five hundred and fifteen Brazilian reais and sixty-five cents)
3	Transenergia Renovável S.A.	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
4	Porto Primavera Transmissora de Energia S.A.	R\$1.173.591,34 (one million, one hundred and seventy-three thousand, five hundred and ninety-one Brazilian reais and seventy-four cents)
4	Celeo Redes Brasil S.A.	R\$ 828.895,76 (eight hundred and twenty-eight thousand, eight hundred and ninety-five Brazilian reais and seventy six cents)

Lot	Companies	Amounts according to ANEEL Resolution 594/2013 (R\$)
4	Brilhante Transmissora de Energia S.A.	R\$ 65.816,00 (sixty-five thousand, eight hundred and sixteen Brazilian reais)
4	Pantanal Transmissão S.A.	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
4	Eletrosul Centrais Elétricas S.A.	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
5	CTEEP – Companhia de Transmissão de Energia Elétrica Paulista	R\$ 340.672,48 (three hundred and forty thousand, six hundred and seventy-two Brazilian reais and forty-eight cents)
5	PPTE – Porto Primavera Transmissora de Energia S.A.	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
6	Araraquara Transmissora de Energia S.A.	R\$ 465.945,33 (four hundred and sixty-five thousand, nine hundred and forty-five Brazilian reais and thirty-three cents)
7	Centrais Elétricas do Norte do Brasil S.A.	R\$ 1.296.701,19 (one million, two hundred and ninety-six thousand, seven hundred and one Brazilian reais and nineteen cents)
8	Furnas Centrais Elétricas S.A.	R\$ 144.117,41 (one hundred and forty-four thousand, one hundred and seventeen Brazilian reais and forty-one cents)
13	Companhia Hidro Elétrica do São Francisco	R\$ 335.309,13 (three hundred and thirty-five thousand, three hundred and nine Brazilian reais and thirteen cents)
13	Sistema de Transmissão Nordeste S.A.	R\$ 321.532,92 (three hundred twenty-one thousand, five hundred and thirty-two Brazilian reais and ninety-two cents)
14	Sistema de Transmissão Nordeste S.A.	R\$ 145.079,00 (One hundred and forty-five thousand, seventy-nine Brazilian reais)
14	Companhia Hidro Elétrica do São Francisco	R\$ 157.195,00 (one hundred and fifty-seven thousand, one hundred and ninety-five Brazilian reais)
15	Companhia Hidro Elétrica do São Francisco	R\$ 248.175,00 (two hundred and forty-eight thousand, one hundred and seventy-five Brazilian reais)
15	Sistema de Transmissão Nordeste S.A.	R\$ 428.042,00 (four hundred and twenty-eight thousand, forty two Brazilian reais)
15	Casa dos Ventos Energias Renováveis S.A.	R\$ 30.236,00 (thirty thousand, two hundred and thirty-six Brazilian reais)
15	Interligação Elétrica Garanhuns S.A.	R\$ 30.236,00 (thirty thousand, two hundred and thirty-six Brazilian reais)
15	Eletrosul Centrais Elétricas S.A.	R\$ 326.551,19 (three hundred twenty-six thousand, five hundred and fifty-one Brazilian reais and nineteen cents)
18	Furnas Centrais Elétricas S.A.	R\$ 1.126.625,81 (one million, one hundred twenty-six thousand, six hundred and twenty-five Brazilian reais and eighty-one cents)
19	Furnas Centrais Elétricas S.A.	R\$ 586.128,04 (five hundred and eighty-six thousand, one hundred and twenty-eight Brazilian reais and four cents)

Lot	Companies	Amounts according to ANEEL Resolution 594/2013 (R\$)
20	-	(the amounts are allocated in the costs related to Lot 19 of the Tender Document for Transmission Auction no. 05/2016)
23	Sistema de Transmissão Nordeste S.A.	R\$ 321.532,92 (three hundred twenty-one thousand, five hundred and thirty-two Brazilian reais and ninety-two cents)
23	Companhia Hidro Elétrica do São Francisco	R\$ 335.309,13 (three hundred and thirty-five thousand, three hundred and nine Brazilian reais and thirteen cents)
23	Extremoz Transmissora do Nordeste S.A.	R\$ 30.326,00 (thirty thousand, three hundred and twenty-six reais)
23	Interligação Elétrica Garanhuns S.A.	R\$ 30.326,00 (thirty thousand, three hundred and twenty-six reais)
24	Companhia de Transmissão de Energia Elétrica Paulista	R\$ 323.592,84 (three hundred and twenty-three thousand, five hundred and ninety-two Brazilian reais and eighty-four cents)
25	Companhia de Transmissão de Energia Elétrica Paulista S.A	R\$ 305.299,75 (three hundred and five thousand, two hundred and ninety-nine Brazilian reais and seventy-five cents)
26	Atlântico - Concessionária de Transmissão de Energia do Brasil S.A.	R\$ 483.455,36 (four hundred and eighty-three thousand, four hundred and fifty-five Brazilian reais and thirty-six cents)
28	Companhia Hidroelétrica do São Francisco - CHESF	R\$ 65.816,00 (sixty-five thousand, eight hundred and sixteen Brazilian reais)
28	Empresa de Pesquisa Energética - EPE	R\$ 209.811,66 (two hundred and nine thousand, eight hundred and eleven Brazilian reais and sixty-six cents)
28	Sistema de Transmissão Nordeste S.A. - STN	R\$ 314.705,49 (three hundred and fourteen thousand, seven hundred and five Brazilian reais and forty-nine cents)
28	Centrais Elétricas do Norte do Brasil S.A. - Eletronorte	R\$ 339.683,00 (three hundred and thirty-nine thousand, six hundred and eighty-three Brazilian reais)
29	CTEEP – Companhia de Transmissão de Energia Elétrica Paulista	R\$ 842.226,15 (eight hundred and forty-two thousand, two hundred and twenty-six Brazilian reais and fifteen cents)
29	Marechal Rondon Transmissora de Energia S.A.	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
30	ATE XVII Transmissora de Energia S.A.	R\$ 522.868,69 (five hundred twenty-two thousand, eight hundred and sixty-eight Brazilian reais and sixty-nine cents)
32	Centrais Elétricas do Norte do Brasil S.A.	R\$ 1.304.897,53 (one million, three hundred and four thousand, eight hundred and ninety-seven Brazilian reais and fifty-three cents)

Table 2

Lot	Companies	Audited Amounts (R\$)
9	Neoenergia S.A.	R\$ 152.367,00 (one hundred and fifty-two thousand, three hundred and sixty-seven Brazilian reais)
9	Companhia Hidro Elétrica do São Francisco	R\$ 25.509,00 (twenty-five thousand, five hundred and nine Brazilian reais)
10	Companhia Estadual de Geração e Transmissão de Energia Elétrica – CEEE GT	R\$ 402.824,61 (four hundred two thousand, eight hundred twenty-four Brazilian reais and sixty-one centavos)
10	Eletrobrás - Eletrosul Centrais Elétricas S.A	R\$ 32.908,00 (thirty-two thousand, nine hundred and eight Brazilian reais)
11	Centrais Elétricas do Norte do Brasil S.A. - Eletronorte	R\$ 133.461,62 (one hundred and thirty-three thousand, four hundred and sixty-one Brazilian reais, and sixty-two cents)
11	Suzano Energia Renovável S.A.	R\$ 227.976,98 (two hundred twenty-seven thousand, nine hundred and seventy-six Brazilian reais, and ninety-eight cents)
12	Centrais Elétricas do Norte do Brasil S.A. - Eletronorte	R\$ 528.631,30 (five hundred twenty-eight thousand, six hundred and thirty-one Brazilian reais and thirty cents)
16	Centrais Elétricas do Norte do Brasil S.A. - Eletronorte	R\$ 405.133,94 (four hundred and five thousand, one hundred and thirty three Brazilian reais and ninety four cents)
17	Eletrosul Centrais Elétricas S.A.	R\$ 17.692,31 (seventeen thousand, six hundred and ninety-two Brazilian reais and thirty-one cents)
21	Eletrosul Centrais Elétricas S.A.	R\$ 427.553,17 (four hundred twenty-seven thousand, five hundred and fifty-three Brazilian reais and seventeen cents)
21	Empresa de Transmissão Serrana S.A. - ETSE	R\$ 34.075,83 (thirty-four thousand, seventy-five Brazilian reais and eighty-three centavos)
22	-	(The amount is allocated in the costs related to Lot 21 of Transmission Auction no. 05/2016)
27		(the amount has already been allocated in a previous auction lot)
31	Centrais Elétricas do Norte do Brasil S.A.	R\$ 308.998,00 (three hundred and eight thousand, nine hundred and ninety eight Brazilian reais)
31	Linhas de Xingu Transmissora de Energia	R\$ 43.776,00 (forty-three thousand, seven hundred and seventy-six Brazilian reais)
32	Centrais Elétricas do Norte do Brasil S.A.	R\$ 476.308,88 (four hundred and seventy-six thousand, three hundred and eight Brazilian reais and eighty-eight cents)



Lot	Companies	Audited Amounts (R\$)
32	Eletrosul Centrais Elétricas S.A.	R\$ 26.943,99 (twenty-six thousand, nine hundred and forty-three Brazilian reais and ninety-nine cents)
33	Centrais Elétricas do Norte do Brasil S.A.	R\$ 648.178,00 (six hundred and forty-eight thousand, one hundred and seventy-eight Brazilian reais)
33	Mineração Paragominas S.A.	R\$ 53.086,00 (fifty-three thousand, eighty-six Brazilian reais)
34	Empresa Regional de Transmissão de Energia S.A.	R\$ 89.347,00 (eighty-nine thousand, three hundred and forty-seven Brazilian reais)
35	-	(the amount has been allocated in Lot 23 of the Tender Document for Transmission Auction no. 13/2015 – 2 <sup>nd</sup> Stage).

- 4.7 The ENERGY SUPPLIER shall submit to ANEEL the basic project of the POWER TRANSMISSION FACILITIES, associated to the respective CONCESSION CONTRACT, in accordance with the Instructions for Projects Preparation in Appendixes 6-1 to 6-35 and the General Appendix 6 of this TENDER DOCUMENT, within 120 (one hundred and twenty) days from the date of signature of the CONCESSION CONTRACT.
- 4.8 ANEEL shall manifest itself within 90 (ninety) days from the date of receipt of the respective POWER TRANSMISSION FACILITIES basic projects as to their compliance with the characteristics and basic technical requirements of the POWER TRANSMISSION FACILITIES described in Appendixes 6-1 to 6-35 and in the General Appendix 6.
- 4.8.1 The time elapsed for the ENERGY SUPPLIER to review the basic project in the light of the nonconformities verified and pointed out by ANEEL cannot be used as an argument to justify any delay in the date scheduled to start the commercial operation.
- 4.9 The ENERGY SUPPLIER shall promote, with the owners, preferably in an amicable manner, the release or acquisition of the areas needed for the implementation of the POWER TRANSMISSION FACILITIES. The CONCESSION CONTRACT will include the authorization to carry out geological and topographic studies, necessary for the preparation of the project, based on Law No. 6.712, of November 5, 1979. In case the ENERGY SUPPLIER requests the Declaration of Public Utility of land and improvements for the purpose of establishing administrative easement or expropriation, ANEEL shall examine the application in accordance with applicable legislation and standards, especially those contained in Normative Resolution 560/2013, and, if found in conformity, ANEEL shall grant the request, in which case the ENERGY SUPPLIER shall take the measures required to carry out administrative easements and expropriation, with the consequent payment of indemnities.
- 4.10 The discovery of materials or objects of geological or archaeological interest along the plot of land required for the passage of the Transmission line shall be immediately reported to the relevant body and to ANEEL.
- 4.11 The ENERGY SUPPLIER shall keep all technical documentation related to the POWER TRANSMISSION FACILITIES up to date and available for inspection by ANEEL during the concession period.

4.12 The POWER TRANSMISSION FACILITIES comprising the AUCTION LOTS shall start COMMERCIAL OPERATION on the following dates:

LOT	DATE FOR START OF COMMERCIAL OPERATION
1	August 11, 2022
2	August 11, 2021
3	August 11, 2021
4	August 11, 2022
5	August 11, 2021
6	August 11, 2021
7	August 11, 2022
8	August 11, 2020
9	August 11, 2021
10	August 11, 2022
11	August 11, 2021
12	August 11, 2021
13	February 11, 2022
14	August 11, 2021
15	August 11, 2021
16	August 11, 2021
17	August 11, 2022
18	August 11, 2022
19	August 11, 2022
20	February 11, 2021
21	August 11, 2022
22	February 11, 2021
23	February 11, 2022
24	August 11, 2022
25	February 11, 2021
26	February 11, 2022
27	February 11, 2021
28	February 11, 2021

LOT	DATE FOR START OF COMMERCIAL OPERATION
29	August 11, 2021
30	February 11, 2022
31	August 11, 2022
32	August 11, 2022
33	August 11, 2021
34	February 11, 2022
35	February 11, 2022

- 4.13 The ENERGY SUPPLIER shall be solely responsible for the construction, assembly, operation and maintenance of the POWER TRANSMISSION FACILITIES. To this end, the ENERGY SUPPLIER shall obtain the financial resources, perform directly or contract with third parties: services, acquisition of materials and equipment for stock or replacement. The ENERGY SUPPLIER shall be also liable for the integrity of the installations, submitting to the specific regulations established by ANEEL and the NETWORK PROCEDURES, as well as the conditions defined in the CONCESSION CONTRACT and in the TRANSMISSION SERVICE AGREEMENT - CPST.
- 4.14 Noncompliance with the intermediate milestones of the construction schedule, due to facts related to the environmental licensing process not attributable to the ENERGY SUPPLIER, duly substantiated by ANEEL, may lead to a revision of the construction schedule proposed by the ENERGY SUPPLIER.
- 4.15 If there are delays in the intermediate milestones reported by the ENERGY SUPPLIER on the proposed schedule or commencement of COMMERCIAL OPERATION of the POWER TRANSMISSION FACILITIES contracted, the ENERGY SUPPLIER shall be subject to the penalties provided for in the legislation, under the CONCESSION CONTRACT and the CPST.
- 4.16 Possible delays during the construction period of the POWER TRANSMISSION FACILITIES, caused by events not attributable to the ENERGY SUPPLIER, due to administrative or judicial embargoes on the works, regarding the use of the easement strip of the Transmission line or of the substation area, which compromise the deadlines for execution, duly proven before ANEEL, may lead to a review of the construction schedules.
- 4.17 Except as provided in the legislation and in the CONCESSION CONTRACT, ANEEL will not consider any ENERGY SUPPLIER claims that are based on, among other factors:
- I. Inadequacy or inaccuracy of studies and projects made available;
  - II. Unawareness of local conditions that directly or indirectly affect the deadlines for the delivery of materials, labor and equipment, as well as the project and construction schedules; and
  - III. Weather conditions, rainfall, geology, geotechnics, topography, access roads, regional infrastructure, media, sanitary conditions and environmental pollution.
- 4.18 The ENERGY SUPPLIER shall, within 60 (sixty) days after the execution of the CONCESSION CONTRACT, sign the CPST with the NATIONAL OPERATOR OF THE ELECTRICAL SYSTEM - ONS, substantiating the technical and commercial conditions regarding the availability of the POWER TRANSMISSION FACILITIES for the interconnected operation.

- 4.19 Free access to the POWER TRANSMISSION FACILITIES is ensured by Law 9.074/1995, regulated by Resolution No. 281/1999, amended by Resolution No. 208/2001, and the ENERGY SUPPLIER shall, in view of the corresponding access opinions issued by the ONS, sign the respective TRANSMISSION FACILITIES CONNECTION AGREEMENT - CCT with the USERS, in accordance with the applicable rules.
- 4.20 The ENERGY SUPPLIER shall, in performing the function of the NATIONAL INTERCONNECTED SYSTEM - SIN and to allow access to its POWER TRANSMISSION FACILITIES by other TRANSMISSION CONCESSIONAIRES, in accordance with the regulations:
- I. Provide studies with their respective databases and equipment models, designs and standards used in its facilities;
  - II. Carry out the assignment of use or transfer, with prior consent of ANEEL, of the assets and facilities required, in order to optimize investments and better characterize responsibilities for the provision of PUBLIC TRANSMISSION SERVICE;
  - III. Share facilities and infrastructure, as well as allow building in available areas; and
  - IV. Enter into the SHARED FACILITIES AGREEMENT - CCI.
- 4.21 The CCI draft, contained in Appendix 5 of this TENDER DOCUMENT, is merely illustrative and does not represent a draft of the document to be signed.
- 4.22 The ENERGY SUPPLIER shall integrate the ONS as a transmission agent, with the responsibilities and duties of maintainer defined in the ONS Statute and in the applicable rules.

## **5 ALLOWED ANNUAL REVENUE FOR THE PROVISION OF THE TRANSMISSION SERVICE**

- 5.1 The ALLOWED ANNUAL REVENUE of the ENERGY SUPPLIER for the provision of PUBLIC TRANSMISSION SERVICE, throughout the period of availability of the POWER TRANSMISSION FACILITIES for COMMERCIAL OPERATION, will be the sum of the financial proposal that wins the AUCTION.
- 5.2 The ENERGY SUPPLIER shall be entitled to receive the ALLOWED ANNUAL REVENUE only upon availability of the POWER TRANSMISSION FACILITIES for COMMERCIAL OPERATION.
- 5.3 The ALLOWED ANNUAL REVENUE of the ENERGY SUPPLIER, corresponding to the sum of the financial proposal that wins the AUCTION, will be subject to readjustments and revisions, according to the provisions of the CONCESSION CONTRACT.
- 5.4 The ALLOWED ANNUAL REVENUE of the ENERGY SUPPLIER will be restated annually, according to the CONCESSION CONTRACT, by the IPCA, calculated by the Brazilian Institute of Geography and Statistics - IBGE.
- 5.5 The ALLOWED ANNUAL REVENUE of the ENERGY SUPPLIER will be periodically reviewed every 5 (five) years under the CONCESSION CONTRACT and in accordance with the regulatory parameters established by ANEEL.
- 5.6 In determining the maximum ALLOWED ANNUAL REVENUE for each LOT of this Auction, the parameters of the table below were used, which will form the basis for the Periodic Revenue Review provided for in the CONCESSION CONTRACTS:

Paragraph	Parameters	Values	Status for periodic review
1.	Equity Capital Structure	*5	Fixed for the revisions provided for in Section 7 of the respective CONCESSION CONTRACT.
2.	Third Party Capital Structure	*5	
3.	Actual Cost of Equity Capital (aa)	*5	
4.	Operation and Maintenance	1.80% or 2%	Updated at the time of the periodic reviews under the CONCESSION CONTRACT.
5.	Actual Cost of Third Party Capital (aa)	8.94*%	
5.1	TJLP*1	7.50%	
5.2	IPCA*2	5.14%	
5.3	TRM*3	10.11%	Fixed for the revisions provided for in Section 7 of the respective CONCESSION CONTRACT.
5.4	<i>Spread</i> s <sub>1</sub> *4	6.55%	
5.5	<i>Spread</i> s <sub>2</sub> *4	2.01%	
5.6	Constant $\alpha$	1.00	
6.	Average Annual Depreciation Rate*	*5	

- 1- Long-term interest rate fixed by the National Monetary Council.
- 2- Broad National Consumer Price Index fixed by the Brazilian Institute of Geography and Statistics - IBGE.
- 3- Market Reference Rate.
- 4- Risk rate charged in addition to interest, defined in nominal terms.
- 5- The values are indicated in the draft CONCESSION CONTRACTS of each LOT, in APPENDIXES 1-1 to 1-35

- 5.7 Payment of the ALLOWED ANNUAL REVENUE of the ENERGY SUPPLIER shall be made in 12 (twelve) monthly installments, as provided for in the CONCESSION CONTRACT and established in the CPST and in the TRANSMISSION SYSTEM USER AGREEMENT.
- 5.8 The payment guarantees will be made through the linking of the receivables of all SIN USERS, as established in the COLLATERAL PLEDGE AGREEMENT, attached to the CUST, signed between ONS, representing the TRANSMISSION CONCESSIONAIRES, and each USER.
- 5.9 The monthly installments of the ALLOWED ANNUAL REVENUE of the ENERGY SUPPLIER will be subject to discounts that reflect the availability condition of the POWER TRANSMISSION FACILITIES, according to the methodology established in the CPST and in accordance with ANEEL Normative Resolution No. 270/2007.
- 5.10 The ENERGY SUPPLIER may, with respect to the anticipated start date of COMMERCIAL OPERATION of the POWER TRANSMISSION FACILITIES:
- I. accelerate the commencement of COMMERCIAL OPERATION of the POWER TRANSMISSION FACILITIES, provided that the start date of COMMERCIAL OPERATION is later than the required date; and
  - II. request ANEEL, at least 3 (three) months in advance of the new requested date, to accelerate the commencement of COMMERCIAL OPERATION of the POWER TRANSMISSION FACILITIES, if the requested date is prior to the required date
- 5.10.1 In cases involving request of access, the acceleration of the start date of COMMERCIAL OPERATION of the POWER TRANSMISSION FACILITIES shall be compatible with the schedule of works of the accessing party
- 5.10.2 The required dates are those stipulated in the CONCESSION CONTRACT.

## 6 HOW TO SUBMIT DOCUMENTS

- 6.1 The documents in the envelopes delivered by the BIDDERS must be written in Portuguese, typewritten or printed electronically on A4 paper, with no amendments, erasures, blurs, additions, all pages initialed by the Legal Representative with all pages of the set numbered, containing in each of them the sequential number and total pages of the set. All documents produced by the BIDDER must be signed by the Legal Representative, with a notarized signature, dated and signed on the last page, with the legible name of the signatory.
- 6.1.1 A Legal Representative is a person legally accredited by the BIDDER to speak on his behalf or sign the required documentation, in accordance with the provisions of its articles of incorporation, in the minutes of the meeting that elected the current officers and of the board that elected them, or, if so ALLOWED, the attorney-in-fact appointed by these officers, by public or private instrument, with a notarized signature required.
- 6.2 Foreign BIDDERS shall submit, for isolated and consortium participation, the documents equivalent to the "Accreditation Documents", certified by the Brazilian consular authority of their country of origin and translated by a sworn translator, pursuant to the provisions of § 4 of art. 32 of Law 8.666/1993.
- 6.2.1 Foreign BIDDERS shall submit a certificate issued by the Embassy of the country of origin in Brazil certifying the correlation between the legal administrative documents and their validities, normally required in biddings in Brazil, and the equivalents in the country of origin.
- 6.2.2 The equivalent Accreditation Documents shall be presented in order to allow for the analysis of their validity, enforceability and effectiveness. Appendix F provides guidance on how to submit these documents.
- 6.2.3 In the event of non-existence of documents equivalent to those requested in this TENDER DOCUMENT and / or of the body (ies) in the country of origin that certifies them, a declaration, informing this fact, by a public law institution or notary public, duly certified by the Brazilian consular authority of the country of origin and translated by a sworn translator.
- 6.2.4 A legal representative of a foreign BIDDER is considered to be a person legally accredited, with express powers, by proxy by public or private instrument, with a notarized signature, to receive service of process and be held liable at administrative and judicial level in Brazil, and represent it in all stages of the process; these conditions shall be expressly indicated in its legal Accreditation Documents.
- 6.3 All documents delivered must be in sealed envelope and identified as follows:
- To the SPECIAL BIDDING COMMITTEE OF ANEEL – CEL  
AUCTION No. xx/201x – ANEEL  
INTERESTED PARTY: *[the name of BIDDER must be informed]*  
LOT(S): *[the LOT (s) to which it refers must be informed]*  
SUBJECT: *[the contents of the envelope must be informed]*

- 6.4 Accreditation Documents shall be deemed accepted if valid on the delivery date set out in the SCHEDULE. If the expiration date is not stated in the document, the one issued with a date of up to 30 (thirty) calendar days prior to the delivery of the accreditation documentation will be accepted.
- 6.5 Simple omissions or material irregularities (typographical errors, verbal agreement, etc.) in the documentation submitted will not be considered as reasons for disqualification, as long as they are irrelevant and do not affect the processing of the AUCTION and the understanding of the documentation.
- 6.6 The documents that come with the seal of the competent body or certified copies in accordance with the law will be considered accepted.

## 7 REGISTRATION TO PARTICIPATE IN THE AUCTION

- 7.1 REGISTRATION in the AUCTION will be effected by completing an electronic form online, whose link will be made available on ANEEL WEBSITE together with the TENDER DOCUMENT. Said REGISTRATION requires the BIDDER to tender a proposal (s) and / or a declaration of disinterest in the LOT(S) of the AUCTION in which the BIDDER is registered.
  - 7.1.1 The REGISTRATION form will be available for completion during the period stipulated in the SCHEDULE.
  - 7.1.2 The REGISTRATION shall be confirmed until the date and time stated in the SCHEDULE. After this period, the information entered will not be stored nor accepted.
  - 7.1.3 The instructions for effecting the REGISTRATION, on ANEEL WEBSITE, are detailed in the INSTRUCTION MANUAL.

## 8 THE BID BOND

- 8.1 Delivery of the BID BONDS can be made via Internet, as provided for in the INSTRUCTION MANUAL, to be published on *ANEEL WEBSITE*.
  - 8.1.1 Even when delivering online, the original BID BONDS that do not have digital certification or require additional documents must be delivered on the date and place provided for in the SCHEDULE, subject to the rules defined in the INSTRUCTION MANUAL.
  - 8.1.2 BM&FBOVESPA will assist CEL in confirming the delivery and subsequent validation of BID BONDS. The BIDDER's participation will be subject to the compliance validation of BID BONDS by CEL, with the assistance of BM&FBOVESPA.
- 8.2 INTERESTED PARTIES shall provide BID BOND in the value of 1% (one percent) of the investment sum envisaged by ANEEL, which corresponds to the amounts detailed below, for each of the LOTS comprising the AUCTION:

LOT	AMOUNT OF THE BID BOND (R\$)
1	19.364.738,85
2	1.571.586,35
3	2.952.941,26
4	4.872.403,99
5	1.346.463,73
6	3.977.334,90
7	4.952.260,65
8	757.737,56
9	843.546,26
10	3.952.879,28
11	1.595.386,55
12	526.110,04
13	2.716.711,43
14	680.991,37
15	1.638.731,46
16	485.398,46
17	407.038,22
18	18.194.892,44
19	8.890.432,04
20	1.410.767,29
21	12.652.943,71
22	1.206.623,98
23	1.907.558,11
24	2.918.012,21
25	1.257.942,52
26	3.297.907,88
27	1.177.417,88
28	1.346.834,54
29	6.018.795,30
30	4.724.872,90
31	6.712.853,94
32	4.346.786,37
33	1.205.611,86
34	456.147,31
35	1.258.916,23

8.3 The BID BONDS shall be provided in one of the following ways:

- Security Deposit (in Brazilian reais);
- Insurance-Guarantee;
- Letter of Bank Guarantee;
- Public Debt Securities.

8.3.1 The BID BONDS cannot be issued by a company of the same economic group, holding, controlled or affiliate of the BIDDER in the same LOT.

8.3.2 In the case of a Security Deposit, the deposit shall be made at an agency of the Federal



- Savings Bank (Caixa Econômica Federal) defined by the BIDDER, based on art. 82 of Decree No. 93.872/1986, and Decree-Law No. 1.737/1979, and the beneficiary's receipt should be sent to CEL/ANEEL.
- 8.3.3 In the case of Insurance-Guarantee, it should be in compliance with SUSEP Circular No. 477, of September 30, 2013.
- 8.3.4 In the case of a Letter of Bank Guarantee, those that are issued by financial institutions that are not classified between the first and second ratings, that is, between "A" and "B", in the long-term rating scale of two rating agencies Fitch Ratings, Moody's or Standard & Poor's, will be rejected.
- 8.3.5 In the case of Public Debt Securities, those must be issued in book-entry form, by registering in a centralized system of settlement and custody authorized by the Central Bank of Brazil and evaluated for their economic values, as defined by the Ministry of Finance.
- 8.4 The BID BOND shall not contain any clause excluding any liability assumed by the policyholder in respect of participation in this AUCTION.
- 8.5 The BID BOND shall have ANEEL as beneficiary and the BIDDER as borrower and shall be in force for a term equal to or greater than 180 (one hundred and eighty) days from the date of completion of the AUCTION and shall be maintained under the conditions defined in this TENDER DOCUMENT and be extendable for another 60 (sixty) days.
- 8.5.1 For BIDDERS participating in the AUCTION under a consortium, the BID BOND may be on behalf of one or more consortium members (borrowers), provided that the sum of the guarantees provided is equal to or greater than the amount indicated in the table of paragraph 8.2 of this TENDER DOCUMENT, and it must state, explicitly, the name of the consortium and all consortium members.
- 8.5.1.1 In the case of a consortium, each member may opt for one of the guarantee types, without prejudice to the choice of the other consortium members for a different type.
- 8.5.2 In the FIP case, the BID BOND must be on behalf of the Fund Administrator (creditor) and explicitly state the name of the FIP.
- 8.5.3 The BIDDERS who do not maintain BID BONDS under the conditions set forth in this TENDER DOCUMENT shall be subject to the penalties provided for in Section 13 of this TENDER DOCUMENT, in addition to appropriate administrative and judicial sanctions.
- 8.5.4 The Guarantees of Faithful Performance, to be provided pursuant to Section 11 of this TENDER DOCUMENT, will in all respects supersede the BID BONDS.
- 8.6 The BID BONDS of the AUCTION will be returned under the following conditions:
- 8.6.1 In the event of revocation or annulment of the AUCTION, to all BIDDERS, from 5 (five) business days after the act of revocation or annulment.
- 8.6.2 In the case of withdrawal of the AUCTION LOT, to all BIDDERS accredited for that LOT, from five 5 (five) business days after the AUCTION.
- 8.6.3 To the BIDDERS who delivered a statement of noninterest, on the occasion of the delivery of the proposal envelope, , , from five 5 (five) business days after the AUCTION.
- 8.6.4 To the BIDDERS who have tendered a financial proposal but did not win the AUCTION, within 5 (five) business days after the publication of Approval of the result and the

ADJUDICATION of the object of the AUCTION.

- 8.6.5 To the winning BIDDERS, upon replacement by the Guarantees of Faithful Performance under the corresponding CONCESSION CONTRACTS.
- 8.7 The BID BOND enforced by determination of ANEEL, in the events indicated in paragraph 8.8, will not be returned.
- 8.8 The BID BONDS of the AUCTION shall be enforced, in the following cases:
  - 8.8.1 If the BIDDER fails to deliver an envelope containing the bid or statement of noninterest in submitting a financial proposal, as per Appendix C of this TENDER DOCUMENT.
  - 8.8.2 If the BIDDER fails to confirm his valid proposal.
  - 8.8.3 If the BIDDER fails to withdraw from his proposal within the validity period.
  - 8.8.4 If the winning BIDDER fails to submit the accreditation documentation, under the terms and deadlines described in this TENDER DOCUMENT.
  - 8.8.5 If the winning BIDDER fails to submit, within the specified deadlines, the documents required for the contracting of the concession, including the documentation of incorporation of the SPE, as described in Section 14 of this TENDER DOCUMENT.
  - 8.8.6 If the BIDDER fails to maintain the BID BOND under the conditions set forth in this TENDER DOCUMENT.
  - 8.8.7 If the winning BIDDER fails to extend the BID BOND in advance of not later than 15 (fifteen) days of its expiration, regardless of the time of its occurrence before delivery of the Performance Bond.
  - 8.8.8 If the winning BIDDER fails to deliver the Performance Bond in the manner and within the time limits required in this TENDER DOCUMENT.
  - 8.8.9 If the winning BIDDER refuses to sign the CONCESSION CONTRACT within the period specified in this TENDER DOCUMENT or when convened to do so.
- 8.9 In the event of any of the hypotheses described in item 8.8, the BIDDER or AWARDEE will be notified within 10 (ten) days of the decision to make a statement as to default or, if applicable, to meet the obligation in arrears, under penalty of adoption of measures, by ANEEL, for the enforcement of the bid bond.
  - 8.9.1 If the Bid Bond has been carried out in the form of Security Deposit, Letter of Bank Guarantee or Public Debt Securities, ANEEL will send a letter to the Bank or to the Financial Institution so that the corresponding security amount is reversed in its favor.
    - 8.9.1.1 In the case of Public Debt Security, if on the occasion of the possible redemption the value of the Public Debt Security is less than the amount indicated in the table of item 8.2, the PROPONENT or AWARDEE is obligated to pay the difference.
  - 8.9.2 In the event that the Bid Bond has been provided in the form of Insurance-Guarantee, ANEEL will send a letter to the Insurer, as a Claim Notice, so that the corresponding security amount is fully reversed in its favor, regardless of any condition or requirement.
  - 8.9.3 The instruction to pay the amounts for the occurrence of any of the hypotheses described in item 8.8 will be given in the AUCTION process itself, being waived the opening of a specific process.

- 8.10 After payment of the amount indicated in the table of item 8.2 and in case the BIDDER has an interest in remaining in the event, it must comply with the conditions established in this Tender Document and submit a new Bid Bond in the amount determined in item 8.2, provided that ANEEL has not yet convened another BIDDER classified, instead of the first.
- 8.11 In the event of enforcement of the BID BOND, the SPE or any of its shareholders, the CONCESSIONAIRE that wins the AUCTION or the national private company incorporated for the specific purpose of providing PUBLIC TRANSMISSION SERVICE shall also be subject to the obligation to indemnify losses and damages caused to the Public Administration, as well as to the penalties set forth in Section 13 of this TENDER DOCUMENT and to the other sanctions provided by law.
- 8.12 In any of the cases provided for in paragraph 8.8, in addition to the enforcement of the BID BOND, if the object of this Auction has already been adjudicated, ANEEL may revoke the Adjudication, without prejudice to the imposition of the penalties set forth in Section 13 of this TENDER DOCUMENT and in the applicable legislation.

## 9 AUCTION PUBLIC SESSION

### A - CRITERIA FOR PREPARATION OF THE FINANCIAL PROPOSAL

- 9.1 The BIDDERS eligible to participate in the AUCTION will be obliged to deliver a sealed envelope containing the bid or a declaration of disinterest in submitting a financial proposal for the LOT, according to the draft in Appendix C of this TENDER DOCUMENT.
- 9.2 The BIDDER shall include in his proposal all costs of acquisitions, indemnities, services, works, taxes and other expenditures related to the construction, assembly, operation and maintenance of the POWER TRANSMISSION FACILITIES, including costs for compliance with the environmental legislation, in particular those mentioned in Decree No. 7.154/2010, release of the plot of land required for the passage of the line transmission and its interconnections to the existing system, acquisition of land for deployment of the substation, personnel, labor and social security expenses, charges derived from the concession provided by law on public electricity service and remuneration of the investment, except for the amount necessary to cover recoverable social contributions related to the Social Integration Programs - PIS or the Civil Service Asset Formation Program - PASEP and to the Contribution for Social Security Financing - COFINS. No future claim or allegation seeking to change or include sums not considered by the BIDDER will be admitted.
- 9.3 The table below shows the maximum ALLOWED ANNUAL REVENUE for each LOT comprising the AUCTION:

LOT	Maximum ALLOWED ANNUAL REVENUE (R\$)
1	400.462.340,00
2	32.067.390,00
3	58.818.710,00
4	100.238.900,00
5	27.097.390,00
6	83.235.550,00
7	104.357.780,00
8	14.889.340,00
9	16.808.750,00

LOT	Maximum ALLOWED ANNUAL REVENUE (R\$)
10	83.956.380,00
11	31.759.510,00
12	11.278.070,00
13	54.565.400,00
14	14.283.930,00
15	33.185.580,00
16	10.489.450,00
17	9.627.120,00
18	390.842.450,00
19	190.595.830,00
20	28.216.110,00
21	264.343.080,00
22	24.252.550,00
23	38.663.020,00
24	62.817.560,00
25	25.279.830,00
26	65.776.580,00
27	23.670.630,00
28	25.860.640,00
29	113.468.370,00
30	94.070.920,00
31	139.315.890,00
32	93.119.390,00
33	24.446.160,00
34	9.724.570,00
35	25.972.840,00

- 9.3.1 The maximum defined ALLOWED ANNUAL REVENUE contemplates the benefit established by Law No. 11.488/2007, which establishes the Special Incentive Regime for the Development of Infrastructure - REIDI, regulated by Decree No. 6.144/2007, as amended by Decree No. 6.167/2007, complemented by MME Ordinance No. 263/2007 and ANEEL Confirmatory Resolution No. 1.706/2014.
- 9.3.2 No future claim or allegation seeking to change the amount offered for the adhesion or not to the REIDI, or for the total or partial non-enjoyment of the benefit, irrespective of the reasons that have led to it, in particular with regard to the economic and financial imbalance of the CONCESSION CONTRACT, will be admitted.
- 9.4 Subject to the procedure set forth in paragraph B of this Chapter 9 "Instructions on the Auction Public Session", the BIDDER tendering the lowest ALLOWED ANNUAL REVENUE in Brazilian reais per year (R\$/year), which, distributed in twelfths, corresponds to a Revenue in Brazilian reais per month (R\$/month), for the contracting of the PUBLIC TRANSMISSION SERVICE concession of the POWER TRANSMISSION FACILITIES of each of the LOTS will be declared the winner of the AUCTION.
- 9.5 The BIDDER that submits a financial proposal in nonconformity to the TENDER DOCUMENT, fails to ratify it or to submit statements confirming the viability and feasibility of its Business Plan, as established in items 9.18 and 14.3, will be disqualified.

- 9.6 The financial proposal constitutes an obligation to sign the CONCESSION CONTRACT, irrevocable and irreversible by the BIDDERS, and is valid for a period of 180 (one hundred and eighty) days from the date of the AUCTION.

#### B - INSTRUCTIONS ON THE AUCTION PUBLIC SESSION

- 9.7 At the date, place and time indicated in this TENDER DOCUMENT, the AUCTION Director will receive the sealed envelopes from the BIDDERS who are eligible to participate in the AUCTION, containing bids or declarations of disinterest in submitting a financial proposal, as follows:
- 9.7.1 The AUCTION of the LOTS x to xx will be conducted in numerical order, from x to xx, with the constraints between lots indicated in paragraph 3.3 of this TENDER DOCUMENT, and the tenders described below will be accepted.
    - 9.7.1.1 After completion of the AUCTION of LOT 1, the sealed envelopes for LOT 2 will be received. The envelopes for LOT 3 will only be received after publication of the result of the AUCTION of LOT 2; the envelopes for LOT 4 will only be received after publication of the result of the AUCTION of LOT 3, and so forth.
    - 9.7.1.2 The AUCTION of conditional LOTS or without conditioning will occur independently of the other results.
    - 9.7.1.3 The AUCTION of conditioned LOTS will only occur if the respective conditional LOT is previously procured.
- 9.8 The financial proposal shall be tendered in a sealed envelope, according to the procedures described in the INSTRUCTION MANUAL, in the AUCTION of the LOT which the BIDDER has been deemed eligible to participate in.
- 9.9 The financial proposal, in accordance with the draft in Appendix C, shall state the value of the tender of ALLOWED ANNUAL REVENUE in Brazilian reais per year (R\$/year), which, distributed in twelfths, corresponds to a Revenue in Brazilian reais per month, subject to the provisions of paragraph 9.3 having as reference the date of the AUCTION.
- 9.10 The BIDDER that tenders, in a sealed envelope, the lowest value of ALLOWED ANNUAL REVENUE for exploitation of the concession of PUBLIC TRANSMISSION SERVICE will be declared the winner of the LOT, provided that the sums proposed by the other BIDDERS, for that LOT, are higher than 5% (five percent) of this lower value presented in a sealed envelope.
- 9.11 In each LOT, the AUCTION session will continue, with successive live bids, in case there is:
- 9.11.1 a difference between the sums of the lowest financial proposal and the other BIDDERS' tenders equal to or less than 5% (five percent); or
  - 9.11.2 a tie between the lowest amounts of the bids tendered in the envelopes.
- 9.12 The live bid must be less than the lowest bid found in the envelopes for each LOT.
- 9.13 In the AUCTION with live bids, at the discretion of the AUCTION Director, minimum intervals of sums to be observed by the BIDDERS between each bid may be set.
- 9.14 The winning live bid at the AUCTION of each LOT will be the one that presents the lowest offer, meeting the requirements of this TENDER DOCUMENT.
- 9.15 If no bids are tendered live for the LOT that is being procured, the BIDDER that has offered the lowest financial proposal in a sealed envelope will be declared the winner.

- 9.16 If there is a tie between offers with the lowest value submitted in the envelopes and if no bids are tendered live for the LOT, the winning BIDDER will be defined by the tiebreaking criteria established in art. 15 (Paragraph 4) of Law No. 8.987/1995 and in arts. 3 (Paragraph 2) and 45 (Paragraph 2) of Law No. 8.666/1993, and, if the stalemate persists, it will be decided by means of a draw promoted by the AUCTION Director.
- 9.16.1 The BIDDER shall declare, upon registration, to have the prerogatives of the tie-breaking criteria established by demonstrating them at the time of delivery of the Accreditation Documents, if the BIDDER wins under this criterion.
- 9.17 **B1 – INSTRUCTIONS ON TENDER RATIFICATION AND PROOF OF THE VIABILITY AND FEASIBILITY OF THE BUSINESS PLAN FOR THE WINNER OF EACH LOT OF THE AUCTION** By the end of the public session of the AUCTION, the BIDDER winner of each LOT shall ratify its proposal by signing an Instrument of Tender Ratification containing the winning bid.
- 9.18 Subsequently, the BIDDER shall submit, on the date set forth in the SCHEDULE, a letter from a Financial Institution or Financial Entity, according to the model in Appendix H, stating that the Business Plan for the implementation and operation of the facilities of the LOT, which the BIDDER was the winner, has been analyzed, attesting its viability and feasibility, under the aspects of its financial set-up, considering the amount of TENDER. This letter shall be accompanied by a confidentiality agreement signed between the parties
- 9.18.1 The Financial Institution or Financial Entity may be national or foreign, provided that it is authorized to operate by the Central Bank of Brazil or similar foreign body and shall have shareholders' equity of at least R\$ 400,000,000.00 (four hundred million Brazilian Reais), which shall be proved upon presentation of the last available financial statement and duly published, in accordance with the law.
- 9.19 The BIDDER shall also submit a letter from an Independent Audit Firm, registered in a competent body, according to the model in Appendix I, stating that the Business Plan for the implementation and operation of the facilities of the LOT, which the BIDDER was the winner, has been analyzed, attesting its adequacy under the accounting and tax aspects, considering the amount of the TENDER. This letter must be accompanied by a confidentiality agreement signed between the parties.
- 9.20 As indicated in the SCHEDULE, the delivery of the documents referred to in items 9.18 and 9.19 will be made directly to CEL / ANEEL, in Brasília

## 10 ACCREDITATION

- 10.1 After completion of the AUCTION and announcement of the winning proposals, the winning BIDDERS of each LOT must deliver the Accreditation Documents, on the date and place established in the SCHEDULE.
- 10.2 Subject to the provisions of item 10.11.9 below, the Accreditation Documents shall be delivered in two copies, each in a separate sealed envelope, in the order in which they are listed in this TENDER DOCUMENT.
- 10.2.1 The presentation of the declaration referred to in paragraph 10.9.5 is not required, since it is information from ANEEL itself, disclosed under paragraph 10.9.6 (i).
- 10.3 The Accreditation Documents must be delivered by the BIDDER or its Representative, by means of correspondence that shall include the name of the BIDDER, the CORPORATE TAXPAYERS ID and the address of its headquarters. In the case of a consortium, the correspondence must include the name of

- the consortium, as well as the CORPORATE TAXPAYERS ID and the headquarters address of the consortium leader.
- 10.4 On the last page, the Closing Statement, with the legible name of the signatory (Legal Representative), the corporate name of the BIDDER, the full address of its headquarters, the LOT(s) for which its proposal was the winner of Auction No. xx/201x-ANEEL, indicating the total number of pages presented.
  - 10.5 The BIDDERS or consortium members must submit only one (1) complete set of the Accreditation Documents, in two copies, even if they have been declared winners of the AUCTION in more than one LOT.
  - 10.6 In the case of a consortium, the Articles of Incorporation of the Consortium by public or private instrument must be delivered, also in two copies, signed by the legal representatives of the consortium companies, in compliance with the requirements of this TENDER DOCUMENT, as established in art. 33 of Law 8.666/1993.
  - 10.7 Subject to the restrictions contained in paragraphs 2.9.1 to 2.9.3 of this TENDER DOCUMENT, any and all corporate restructuring, transformation or transfer of corporate control of consortium member(s) or of the individual BIDDER, in the period between the effecting of the REGISTRATION and the signature of the CONCESSION CONTRACT shall be reported to CEL prior to the implementation of the act, under penalty of disqualification of the BIDDER and imposition of the penalties provided for in Section 13 of this TENDER DOCUMENT, without prejudice to the enforcement of the BID BOND.

#### A - ACCREDITATION DOCUMENTS

##### 10.8 LEGAL ACCREDITATION:

- 10.8.1 Articles of Incorporation, Corporate Charter or Bylaws and proof of the powers granted to the Legal Representative(s), with the last acts of election of the officers and of the board of directors that elected the last executive board, as the case may be.
  - 10.8.1.1 If the Legal Representative is an officer of the executive board, proof of his/her powers shall be verified in the Articles of Incorporation and / or Bylaws and in the latest acts of election of the officers and of the board of directors that elected the last executive board, as the case may be.
  - 10.8.1.2 If the Legal Representative is not an officer of the executive board, it will be necessary to submit the proxy, by public or private instrument, with a notarized signature, granting him / her powers, without prejudice to the presentation of the Articles of Incorporation and / or Bylaws and in the latest acts of election of the officers and of the board of directors that elected the last executive board, as the case may be.
  - 10.8.1.3 In the case of a Foreign BIDDER operating in the country, without prejudice to the presentation of the corporate charter and proof of the powers granted to the Legal Representative(s), a certified copy of the authorization decree and the act of registration or authorization to operate, issued by the competent body, in both cases when the activity carried out so requires, must be submitted.
- 10.8.2 In the FIP case, the articles of incorporation of the FIP and the entire content of its regulation, duly initialed and signed, accompanied by a certificate attesting to its registration in a notary's office; the Minutes of the Shareholders' General Meetings that

elected the FIP Administrator and Manager; the Minutes of the Shareholders' General Meeting that elected the Advisory Board, investment committee, technical committee, or another FIP committee; the registration of the FIP operation in the Brazilian Securities and Exchange Commission (CVM); and the registration of public offering of shares of the FIP in the Brazilian Securities and Exchange Commission (CVM), if this was done pursuant to CVM Instruction 400, dated December 29, 2013, must be submitted.

- 10.8.2.1 The foreign FIP shall submit a document analogous to the registration with the CVM, from the country of origin, in accordance with art. 32, paragraph 4, of Law 8.666/1993.
- 10.8.3 In the case of Complementary Pension Plans, a statement, to be issued by the National Superintendence of Complementary Pension Plans of the Ministry of Social Security, must be submitted demonstrating that the plans and benefits administered by them are not under liquidation or intervention.
- 10.8.4 Consortia shall submit the Articles of Incorporation of the Consortium by public or private instrument, signed by the legal representatives of the consortium companies, in the manner required by this TENDER DOCUMENT.
- 10.8.5 In order to comply with the provisions of Appendix B, the BIDDER individually and each consortium member must submit a diagram of the corporate control at the 5% level, depicting its holding companies and subsidiaries.

#### 10.9 TECHNICAL QUALIFICATION:

- 10.9.1 Proof of registration and good standing of the technical officer(s) of the BIDDER or the CONTRACTOR in the Regional Council of Engineering, Architecture and Agronomy - CREA, for the purpose of proving the professional qualification.
- 10.9.2 Proof that the BIDDER or the CONTRACTOR, has at its highest permanent professional level, the personnel who hold the certificate issued by a public or private entity, licensed by CREA, for the execution or supervision of the services of: construction, assembly, maintenance and operation of transmission lines and substations at voltages equal to or greater than 220 kV for LOTS with a voltage greater than 230 kV.
  - 10.9.2.1 For LOTS with voltage up to 230 kV, service certificates will be accepted at voltages equal to or greater than 138 kV.
  - 10.9.2.2 In the case of consortia, the sum of the number of professionals of each consortium, for the purpose of technical accreditation, will be considered.
- 10.9.3 Certified copy of the work permit or legal proof of the employment relationship of the designated professionals with the BIDDER or the CONTRACTOR.
- 10.9.4 Presentation, by the BIDDER, of the Agreement or Instrument of Commitment entered into between the BIDDER and the CONTRACTOR, to provide construction, assembly, operation and maintenance services, in case the CONTRACTOR meets the requirements in the above paragraphs.
- 10.9.5 The BIDDER who is a CONCESSIONAIRE must submit a statement provided by ANEEL's inspection department of its performance history in the implementation of transmission works in the last 36 (thirty-six) months prior to the publication of the TENDER DOCUMENT, proving:



- 10.9.5.1 The BIDDER does not show an average time of delay in the commencement of Commercial Operation of the power transmission facilities under concession which is later than 180 (one hundred and eighty) days in relation to the dates established in the respective contracts, considering works completed in the last 36 (thirty-six) months or that they should have been completed until the publication of the TENDER DOCUMENT;
- 10.9.5.2 The BIDDER has not sustained, during the same period, 3 (three) or more penalties related to delay in the execution of transmission works under concession, which have already become final and unappealable at the administrative level; and
- 10.9.5.3 The BIDDER does not hold the Certificate of Total Noncompliance with the Conduct Adjustment Commitment Agreement - TAC, which was a final court decision in the administrative sphere, in the existence of a TAC executed with ANEEL, contemplating the works mentioned in paragraph 10.9.5.1, subject to adjustment of conduct.
- 10.9.6 Concurrently with the publication of the TENDER DOCUMENT, ANEEL shall:
- a. disclose a summary of the performance history of the TRANSMISSION CONCESSIONAIRES, in the last 36 (thirty-six) months, provided by the Electricity Services Inspection Superintendence (SFE), with the respective parameters of average delay time in the start of operation and number of penalties unrecoverable in the administrative sphere, for the purpose of proving or not compliance with the requirements established in paragraphs 10.9.5.1, 10.9.5.2, 10.9.5.3; and
  - b. publish, in the Official Gazette (DOU), the Ruling listing the TRANSMISSION CONCESSIONAIRES that do not meet the requirements of technical accreditation in question, whose details of the data considered in the determination of the parameters mentioned in the previous paragraph shall be made available together with the TENDER DOCUMENT.
- 10.9.7 The TRANSMISSION CONCESSIONAIRES listed as not having proven compliance with the requirements of paragraphs 10.9.5.1, 10.9.5.2 and 10.9.5.3 may appeal against the relevant Ruling, observing the deadlines and procedures set forth in Section 15 of this TENDER DOCUMENT.
- 10.10 ECONOMIC AND FINANCIAL QUALIFICATION:
- 10.10.1 Clearance Civil Certificate of Bankruptcy, Composition with Creditors and Judicial or Extrajudicial Recovery or Clearance Civil Insolvency Certificate, issued by the distributor notary of the BIDDER's domicile, within a maximum of 30 (thirty) days from the date of issue. In the FIP case, the required documents must be submitted on behalf of the Administrator and Manager of the FIP.
- 10.10.2 Financial statements of the last fiscal year, already required and submitted in accordance with the law, which cannot be replaced by balance sheets or interim balance sheets, and may be updated by the IPCA when closed more than 3 (three) months from the date defined in this TENDER DOCUMENT for reception of the envelope containing the Accreditation Documents, which will allow to verify the BIDDER's financial standing and the Minimum Shareholders' Equity required.

10.10.2.1 The financial statements required by law, according to the following types of company, will be considered accepted if the BIDDER was not incorporated in the same calendar year of the AUCTION:

- I. Publicly-held Company - financial statements published in Official Gazette or in a newspaper of great circulation in the country or certified copy of the statements extracted from the Ledger registered with the relevant body and the Report of Independent Auditors and the Fiscal Council;
- II. Closely-held Corporation - financial statements published in the Official Gazette or in a newspaper of great circulation in the country or certified copy of the financial statements extracted from the Ledger registered with the relevant body;
- III. Limited Company - certified copy of the financial statements extracted from the Ledger registered with the relevant body; and
- IV. FIP – financial statements accompanied by proof of compliance before the Securities Commission, in accordance with the provisions of art. 32 of CVM Instruction No. 391/2003.

10.10.2.2 The BIDDER, incorporated in the same fiscal year in which accreditation occurs and does not have the financial statements submitted and required by law, must submit a copy of the opening balance sheet, pursuant to Decree No. 8.683, of February 25, 2016.

10.10.3 Proof of the BIDDER's good financial standing will be assessed based on the values obtained by applying the following formulas, resulting in General Liquidity (LG) and Current Liquidity (LC) ratios equal to or greater than 0.5 (five tenths):

$$LG = \frac{\text{Current Assets} + \text{Non Current Assets}}{\text{Current Liabilities} + \text{Non - Current Liabilities}}$$

$$LC = \frac{\text{Current Assets}}{\text{Current Liabilities}}$$

For consortia, the ratios will be calculated as follows:

$$LG_{\text{CONSORTIUM}} = LG_1 * P_1 + LG_2 * P_2 + \dots + LG_n * P_n$$

$$LC_{\text{CONSORTIUM}} = LC_1 * P_1 + LC_2 * P_2 + \dots + LC_n * P_n$$

where:  $LG_n$  = General Liquidity rate of the consortium company (n)  
 $P_n$  = Relative Equity Interest of the consortium company (n)  
 $LC_n$  = Current Liquidity rate of the consortium company (n)

10.10.4 The BIDDER shall have Minimum Shareholders' Equity in the amounts set forth in the table below, to be proven upon presentation of financial statements, pursuant to Law 6.404/1976:

LOT	MINIMUM SHAREHOLDERS' EQUITY (R\$)
1	193.647.300,00
2	15.715.800,00
3	29.529.400,00
4	48.724.000,00
5	13.464.600,00
6	39.773.300,00
7	49.522.600,00
8	7.577.300,00
9	8.435.400,00
10	39.528.700,00
11	15.953.800,00
12	5.261.100,00
13	27.167.100,00
14	6.809.900,00
15	16.387.300,00
16	4.853.900,00
17	4.070.300,00
18	181.948.900,00
19	88.904.300,00
20	14.107.600,00
21	126.529.400,00
22	12.066.200,00
23	19.075.500,00
24	29.180.100,00
25	12.579.400,00
26	32.979.000,00
27	11.774.100,00
28	13.468.300,00
29	60.187.900,00
30	47.248.700,00
31	67.128.500,00
32	43.467.800,00
33	12.056.100,00
34	4.561.400,00
35	12.589.100,00

10.10.5 The BIDDER shall have Shareholders' Equity greater than or equal to the sum of that required for the LOT(S) the BIDDER has won. In the case of a consortium, the sum of Shareholders' Equity amounts of each consortium company, weighted by the respective interest, will be considered:

$PL_{\text{consortium company}} \geq \sum PL \min(L) * P(L)$ , where:

$PL_{\text{consortium company}}$  = is the minimum shareholders' equity required of the consortium company;

$PL_{\min(L)}$  = is the minimum shareholders' equity required for  $LOT_{(L)}$ , according to subparagraph 10.10.4;

$P_{(L)}$  = is the interest percentage of the consortium company in  $LOT_{(L)}$ ; and  
 $L = 1$  to  $n$ , where  $n$  is the LOTS number (1 to 35).

- 10.10.6 The BIDDER that wins more than one LOT and does not meet the Minimum Shareholders' Equity for all LOTS the BIDDER has won will be qualified in the alphabetical order of the LOTS that it has won, until it reaches its Shareholders' Equity capacity, respectively, and the BIDDER will be disqualified for the others.

#### 10.11 TAX AND LABOR COMPLIANCE:

- 10.11.1 Certificate of Good Standing with the Employee Severance Indemnify Fund (FGTS – CRF).
- 10.11.2 Negative Joint Certificate of Debts Relating to Federal Taxes and the Outstanding Debt of the Federal Government or Positive Joint Certificate with Negative Effects of Debts Relating to Federal Taxes and the Outstanding Debt of the Federal Government.
- 10.11.3 Negative Certificate or Positive Certificate with Negative Effects, of tax compliance with the State/District Treasury, also with regard to the Outstanding Debt of the Federal Government.
- 10.11.4 Certificate of tax compliance with the Municipal Treasury.
- 10.11.5 Clearance Certificate of Labor Debts in accordance with Law No. 12.440/2011.
- 10.11.6 In the FIP case, the documents required in subitems 10.11.1, 10.11.2, 10.11.3, 10.11.4 and 10.11.5 shall be presented on behalf of its Administrator.
- 10.11.7 If the economic activity developed by the BIDDER does not require State or Municipal Registration, as a taxpayer, this situation must be proven by submitting documents issued by the competent bodies, expressly stating that it is exempt from said Registration or presenting the documents proving unenforceability of the Registration.
- 10.11.8 The BIDDER who is a concessionaire, licensee or authorized public utility in Brazil must be in compliance with the sector obligations, especially those established in Laws 8.631/1993 and 9.427/1996, which will be verified by CEL when analyzing the Accreditation Documents.
- 10.11.9 Tax Compliance, evidenced by the documents required in subitems 10.11.1, 10.11.2, 10.11.3, 10.11.4 and 10.11.5, shall be maintained until the signing of the respective CONCESSION CONTRACT.

#### B - ACCREDITATION RESULT

- 10.12 CEL will analyze the Accreditation Documents of the winning BIDDERS of each LOT comprising the AUCTION, with the support of the BM&FBOVESPA, and will prepare the analysis report of the documentation, which will be published on ANEEL WEBSITE together with a copy of the publication in the DOU, of the accreditation result, to be made by Ruling.
- 10.13 During the analysis of the accreditation documentation, CEL may initiate proceedings to clarify or supplement the development of the process.
- 10.14 In the event of disqualification of the winning BIDDER, the other BIDDERS may be summoned successively and in ascending order of the bid amounts offered in the AUCTION, until one fulfills the accreditation conditions set forth in this TENDER DOCUMENT, in accordance with public interest, to

present the Accreditation Documents, within a period of up to 3 (three) business days after the summons.

- 10.14.1 The BIDDER who is summoned to submit the accreditation documentation in the event of disqualification of the BIDDER declared the winner in the public session of the AUCTION shall, together with the delivery of the Accreditation Documents, sign the Instrument of Tender Ratification in the economic conditions offered by it in the AUCTION.
- 10.14.2 After receiving the documentation from the summoned BIDDER, CEL will analyze it and prepare a report with its decision, and the result of the accreditation will be published in the Official Gazette of the Federal Government and on ANEEL WEBSITE.
- 10.15 The Accreditation Documents will be available to interested parties at ANEEL for a period of 5 (five) business days from the publication of the accreditation result, and requests for consultation should be sent preferably by e-mail to CEL at the electronic address [master.cel@aneel.gov.br](mailto:master.cel@aneel.gov.br), which will schedule the interested parties' consultation.
- 10.16 Any appeals against the accreditation result will be processed under Section 15 of this TENDER DOCUMENT.

## 11 PERFORMANCE BOND OF THE CONTRACT

- 11.1 For the signing of the CONCESSION CONTRACT, the BID BOND shall be replaced by the Performance Bond in the amount corresponding to 10% (ten percent) of the investment foreseen by ANEEL, according to the sums detailed below, for each of the LOTS comprising the AUCTION:

LOT	AMOUNT OF THE PERFORMANCE BOND (R\$)
1	96.823.694,23
2	7.857.931,75
3	14.764.706,29
4	24.362.019,97
5	6.732.318,66
6	19.886.674,50
7	24.761.303,25
8	3.788.687,82
9	4.217.731,30
10	19.764.396,41
11	7.976.932,73
12	2.630.550,20
13	13.583.557,14
14	3.404.956,85
15	8.193.657,29
16	2.426.992,30
17	2.035.191,09
18	90.974.462,18
19	44.452.160,19
20	7.053.836,47
21	63.264.718,57
22	6.033.119,88

23	9.537.790,53
24	14.590.061,05
25	6.289.712,58
26	16.489.539,39
27	5.887.089,38
28	6.734.172,69
29	30.093.976,48
30	23.624.364,50
31	33.564.269,68
32	21.733.931,86
33	6.028.059,32
34	2.280.736,57
35	6.294.581,16

- 11.2 The Performance Bond shall have ANEEL as beneficiary and the winning BIDDER as the borrower and shall remain in force for a term of not less than 270 (two hundred and seventy) days after the start of COMMERCIAL OPERATION of the POWER TRANSMISSION FACILITIES, and shall be maintained under the conditions defined in this TENDER DOCUMENT.
- 11.2.1 For the winners who set up an SPE for the purpose of contracting the concession, the Performance Bond must be in the name of the SPE (borrower).
- 11.2.2 The Performance Bond shall be extended in advance of not less than 30 (thirty) days of its expiration, in cases of need to change the schedule of works, and whenever necessary to meet the requirement of paragraph 11.2.
- 11.3 The Performance Bond shall not contain a clause excluding any liabilities contracted by the borrower under the CONCESSION CONTRACT or the payment of contractual fines.
- 11.4 The Performance Bond may be used to cover penalties imposed for total or partial non-compliance with the obligations under this TENDER DOCUMENT and the CONCESSION CONTRACT.
- 11.5 The Performance Bond will be enforced in the event of total or partial breach of the obligations under this TENDER DOCUMENT and/or the CONCESSION CONTRACT, in which case ANEEL may expressly order its enforcement, assuring adversarial proceedings and ample defense, in the following cases:
- 11.5.1 If the BIDDER turns down the contracting of the concession resulting from this Auction after delivery of the Performance Bond.
- 11.5.2 If the ENERGY SUPPLIER does not extend the Performance Bond within 30 (thirty) days prior to its expiration, or whenever determined by ANEEL.
- 11.5.3 If the ENERGY SUPPLIER delays in more than 60 (sixty) days any of the implementation milestones of the project included in the physical schedule established in the CONCESSION CONTRACT.
- 11.5.4 If the ENERGY SUPPLIER fails to meet any commitment made as a result of its participation in this AUCTION, after delivery of the Performance Bond.
- 11.6 Pursuant to art. 56 of Law No. 8.666/1993, the Performance Bond may be provided under the same modalities as described in paragraph 8.3 of this TENDER DOCUMENT.

- 11.7 If the Performance Bond is enforced, the ENERGY SUPPLIER shall restore its original value within no later than 10 (ten) business days after partial enforcement.
- 11.8 In the occurrence of paragraph 11.5.3, enforcement of the Performance Bond will be progressive, increasing as, according to the inspection agents, the specific milestones of the implementation schedule of the POWER TRANSMISSION FACILITIES are not achieved, as described below:

Milestone	Percentage to be Performed
Start of Construction Works	40%
Start of Electromechanical Assembly	70%
Start of Commissioning	85%
Start of Commercial Operation	100%

- 11.9 In the case of delivery of Performance Bond Bond in the form of Insurance Guarantee, the policy should expressly provide for the enforcement scenarios listed in paragraph 11.5 and the conditions established in paragraph 11.8.
- 11.10 The performance bond may, after authorization by ANEEL, be replaced by new guarantees of a progressively lower value, as the following milestones are reached and attested by the inspection:

Milestone	Percentage to be released from initial guarantee amount
Start of Construction Works	40%
Start of Electromechanical Assembly	70%
Start of Commissioning	85%

- 11.11 The Performance Bond will be returned within 5 (five) business days after submission of the return request accompanied by the TLD.

## 12 ADJUDICATION OF THE OBJECT

- 12.1 The Executive Board of ANEEL shall approve the accreditation result referred to in paragraph 10.13 and the Director-General shall publish in the Official Gazette of the Federal Government the Notice of Adjudication of the object of the AUCTION, per LOT.

## 13 PENALTIES

- 13.1 Without prejudice to the enforcement of Guarantees, noncompliance with any condition established in this TENDER DOCUMENT or in the CONCESSION CONTRACT shall allow ANEEL, under the terms of articles 81, 86 and 87 of Law 8.666/1993, adversarial proceedings and ample defense being assured, apply to the BIDDERS, ADJUDICATEES and CONTRACTORS, the following sanctions:

- I. Warning Notice;
- II. Penalty Fine;

- III. Temporary suspension of the right to contract or participate in bids promoted by ANEEL for up to 2 (two) years; and
  - IV. Declaration of inability to bid or contract with the Public Administration for as long as the reasons for the punishment continue or until rehabilitation before ANEEL is restored.
- 13.2 If the penalty fine applied exceeds the amount of the guarantee provided, in addition to its loss, the responsible party shall be liable for its balance.
- 13.3 The sanctions provided for in items III and IV of paragraph 13.1 will also apply to companies that belong to the economic group of the winning BIDDER, the ADJUDICATEE or the CONTRACTOR.
- 13.4 Failure to comply with any condition precedent and required for the signing of the CONCESSION CONTRACT, in particular the delivery of the guarantee within the stipulated time limit, shall constitute a refusal by the BIDDER or the ADJUDICATEE to sign the CONCESSION CONTRACT, thus characterizing breach of the obligation undertaken, and will subject the BIDDER or the ADJUDICATEE to the sanctions established in this Section, without prejudice to other penalties provided by law.

## 14 SIGNING OF THE CONCESSION CONTRACT

- 14.1 The concession, to be contracted with the ENERGY SUPPLIER, shall be governed by the CONCESSION CONTRACT, the terms of which are based on Laws 8.666/1993; 8.987/1995; 9.074/1995; No. 9.427/1996; No. 9.648/1998 and No. 10.848/2004; any claim of unawareness of these laws will not be accepted for any purpose.
- 14.2 To sign the CONCESSION CONTRACT, the BIDDER, winner of the AUCTION of each LOT, who will set up an SPE or the one that, albeit not obligated, chooses to do so within the period established in the SCHEDULE to set up an SPE to exploit the concession of PUBLIC TRANSMISSION SERVICE, shall submit the following documents of the company established:
- I. Articles of Incorporation, Corporate Charter or Bylaws and proof of the powers granted to the Legal Representative(s), with the last acts of election of the officers and of the board of directors that elected the last executive board, as the case may be;
  - II. Certificate of Good Standing with the Employee Severance Indemnify Fund (FGTS – CRF).;
  - III. Negative Joint Certificate of Debts Relating to Federal Taxes and the Outstanding Debt of the Federal Government or Positive Joint Certificate with Negative Effects of Debts Relating to Federal Taxes and the Outstanding Debt of the Federal Government
  - IV. Negative Certificate, or Positive Certificate with Negative Effects, of Tax Compliance with the State/District Treasury, also with regard to the Outstanding Debt of the Federal Government. If the economic activity developed by the BIDDER does not require State or Municipal Registration, as a taxpayer, this situation must be proven by submitting documents issued by the competent bodies, expressly stating that it is exempt from said Registration or presenting the documents proving unenforceability of the Registration; and
  - V. Certificate of Tax Compliance with the Municipal Treasury. If the economic activity developed by the BIDDER does not require State or Municipal Registration, as a taxpayer, this situation must be proven by submitting documents issued by the competent



- bodies, expressly stating that it is exempt from said Registration or presenting the documents proving unenforceability of the Registration.
- 14.2.1 The winning BIDDER of each LOT shall submit to ANEEL, within the period indicated in the SCHEDULE, the budget and construction schedule of the POWER TRANSMISSION FACILITIES of each LOT, according to Appendix E (Tables A and B) and Appendixes 6 –x to 6-xx of this TENDER DOCUMENT. The budget and schedule should be separated by substation and transmission line contained in each LOT.
- 14.2.2 The budgets presented serve solely and exclusively as reference used by the ENERGY SUPPLIER to show the amounts required for the complete implementation of the POWER TRANSMISSION FACILITIES. They do not represent and will not represent a guarantee as a basis for remuneration of capital or gain of any kind. In addition, they will not serve, in any circumstance, as a parameter for lawsuits related to the maintenance of the economic-financial balance of the CONCESSION CONTRACT and will not be used for the application of depreciation rates, or for indemnification purposes, in the event of reversal of the concession.
- 14.2.3 The certificates presented shall be considered accepted if they are valid on the date of delivery of the documentation established in the SCHEDULE. If the expiration date is not stated in the document, it will be accepted the one issued with a date of up to 30 (thirty) calendar days prior to the delivery of the corporate charter of the SPE.
- 14.2.4 The SPE set up in a stage prior to the AUCTION, in accordance with paragraph 2.11, shall submit the documents included in this paragraph 14.2, in order to execute the CONCESSION CONTRACT.
- 14.3 Subject to the provisions of items 9.18 and 9.19 and in this Section, the winner of each AUCTION LOT, whether an SPE, a CONCESSIONAIRE or a legal entity of national private law established for the specific purpose of providing PUBLIC TRANSMISSION SERVICE, shall be summoned to sign the CONCESSION CONTRACT on a date to be set by ANEEL.
- 14.4 In the case of a consortium, the CONCESSION CONTRACT shall be signed with the SPE established pursuant to the rules of this TENDER DOCUMENT, notably those in subitems 2.9.1 to 2.9.3.
- 14.4.1 After the signature of the CONCESSION CONTRACT and until the start of Commercial Operation of the POWER TRANSMISSION FACILITIES, only the change(s) of the SPE partner(s) or the respective shareholding in this Company will be admitted, in the following cases, provided that the conditions of accreditation are fulfilled and subject to the restrictions of paragraphs 2.5.2 and 10.10.5 of the TENDER DOCUMENT, always upon prior decision of the Executive Board of ANEEL:
- a) acquisition of equity interest by a company or FIP under management and administration of a company belonging to the same economic group;
  - b) acquisition of equity interest by the remaining partner(s);
  - c) transaction of sale of equity interest in which the buyer (c.1) has recognized experience in the implementation of energy transmission projects, (c.2) presents liquidity or equity ratios equal to or greater than those of the selling company, or (c.3) demonstrates other advantages and benefits of its shareholding in the SPE, in terms of greater robustness and security for the implementation of the contracted object.
- 14.5 The representatives of the shareholders or controlling shareholders of the SPE, of the CONCESSIONAIRE or of the legal entity of national private law established for the specific purpose of

- providing PUBLIC TRANSMISSION SERVICE, evidently vested with special powers, according to the respective corporate charter, shall sign the CONCESSION CONTRACT as intervening-consenting parties, with the guarantees provided for in its Section Twelve.
- 14.6 The signing of the CONCESSION CONTRACT imposes on the ENERGY SUPPLIER the obligations and duties related to the provision of PUBLIC TRANSMISSION SERVICE, which shall be performed with regularity, continuity, efficiency, safety, generality, courtesy of customer service and modicity of tariffs, in the manner provided by specific legislation and in the CONCESSION CONTRACT.
- 14.6.1 The ENERGY SUPPLIER shall maintain, permanently and during the term of the concession, the technical qualification equal to or greater than that required under the TENDER DOCUMENT and submitted for Technical Accreditation.
- 14.6.2 Any change in the ENERGY SUPPLIER's technical expertise shall be notified to ANEEL's inspection department within 30 (thirty) calendar days of the change, for registration and demonstration purposes as to the qualification of the responsible technician(s), accompanied by the supporting documents required for Technical Accreditation.
- 14.7 In accordance with public interest, ANEEL may summon other BIDDERS, successively and in ascending order of the amounts of bids tendered in the AUCTION, in the event that the BIDDER, winner of any of the LOTS:
- I. Fails to contract the Performance Bond, as provided for in this TENDER DOCUMENT; or
  - II. Refuses to sign the CONCESSION CONTRACT within the time limit stipulated for this purpose.
- 14.7.1 The BIDDER, winner of any of the LOTS, who engages in the aforementioned conduct, shall be subject to the sanctions set forth in this TENDER DOCUMENT and in the legislation.
- 14.7.2 The BIDDER, summoned in the ascending order of the amounts of bids tendered in the AUCTION, shall take the necessary steps, in the same period and under the same conditions proposed by the one ranked first, and shall undertake the following:
- I. To collect the respective BID BOND, with a validity period equal to or greater than 180 (one hundred and eighty) days;
  - II. To set up the SPE and deliver the documents required under the TENDER DOCUMENT in paragraph 14.2 and subparagraphs within 60 (sixty) days of ANEEL's summons;
  - III. To deliver the Performance Bond as required under this TENDER DOCUMENT; and
  - IV. To sign the CONCESSION CONTRACT within the deadline set by ANEEL.
- 14.7.3 The provisions of this TENDER DOCUMENT regarding the Performance Bond shall apply to the BIDDER summoned in the ascending order of the amounts of bids tendered in the AUCTION, who accepts the conditions set out in the preamble of paragraph 14.7.
- 14.8 The CONCESSION CONTRACT establishes the conditions for the possible extension and termination of the concession, the possibility of expropriation of the service and ANEEL's intervention to ensure the provision of adequate service, as well as the sanctions to which ENERGY SUPPLIER will be subject due to breach of statutory obligations and regulations for the provision of PUBLIC TRANSMISSION SERVICE, the determinations of ANEEL and of the GRANTING POWER.
- 14.9 With the advent of the final term of the CONCESSION CONTRACT, all the assets and facilities associated with the concession of PUBLIC TRANSMISSION SERVICE will revert to the GRANTING

POWER, under adequate conditions of operation, granting to the ENERGY SUPPLIER the right to be indemnified for the portions of investments related to reversible assets, not yet amortized or depreciated, which have been made with the purpose of ensuring the continuity and timeliness of the service granted, as provided for in art. 36 of Law 8.987/1995.

## 15 APPEALS

- 15.1 CEL's acts shall be subject to administrative appeal, to be filed within 5 (five) business days of its publication, pursuant to art. 109 of Law 8.666/1993.
- 15.2 Once CEL's act is published, the case files will be available for consultation, and requests for consultation should be sent preferably by e-mail to CEL at the electronic address master.cel@aneel.gov.br, which will arrange the scheduling of that consultation.
- 15.3 CEL shall notify, on ANEEL WEBSITE, the other bidders of the appeals filed, so that, if they wish to do so, they may file counterclaims within 5 (five) business days from expiration of the deadline to file an appeal.
- 15.4 The appeals must be sent to CEL, in writing and accompanied by the documents proving the reasons stated and timely filed in the General Protocol of ANEEL, at SGAN 603, Module I, North Wing - Brasília/DF – Zip Code: 70.830-110.
- 15.5 Appeals filed after the statutory deadlines will not be analyzed by CEL.
- 15.6 Any appeals and counterclaims sent by Fax or by e-mail must have their originals forwarded within 5 (five) business days after their transmission; otherwise they will not be accepted by CEL.
- 15.7 Following an analysis of the appeals and counterclaims, CEL will respond, in a reconsideration judgment, to the issues raised in the appeals, by rendering a decision to be published in the Official Gazette of the Federal Government.
- 15.8 The Executive Board of ANEEL will judge, in the last administrative instance, the appeals against CEL's acts, when it is upheld, totally or partially, the contested decision, publishing the corresponding judgments in the DOU and making them available on ANEEL WEBSITE.

## 16 FINAL PROVISIONS

- 16.1 ANEEL may, at its sole discretion,:
  - 16.1.1 Revoke this tender, in whole or in part, if it is considered inappropriate or inconvenient to public interest, without giving any interested party the right to compensation or indemnification.
  - 16.1.2 Change the terms of participation or contracting, by republishing the TENDER DOCUMENT and setting a new date for the AUCTION.
  - 16.1.3 Annul the adjudication and disqualify the winning bid, if it becomes aware of a fact, prior or subsequent to the AUCTION, that demonstrates BIDDER's malice or bad faith, or compromises its technical, financial or administrative suitability.
- 16.2 This AUCTION will be annulled if any illegality is proven, as provided for in art. 49 of Law 8.666/1993.

- 16.3 The BIDDERS shall maintain an electronic address for any communications regarding the various stages of the AUCTION, as informed in the act of REGISTRATION, and it is their responsibility to update this address.
- 16.4 Cases not foreseen in this TENDER DOCUMENT can be submitted to CEL, which will express its opinion in this regard.
- 16.5 The acts of the bidding process, which present defects that can be remedied and do not cause damage to public interest or harm to third parties, may be validated.
- 16.6 CEL may, at any stage of the AUCTION, exercise due diligence, including with BIDDERS, to remedy defects, make up for deficiencies or make formal corrections. In this case, the BIDDERS shall be summoned to appear at ANEEL's headquarters or to provide written explanations, as determined by CEL. The remediation requirements must be fulfilled in 24 (twenty four) hours, from the receipt of CEL's notification.
- 16.7 All financial obligations provided for in this TENDER DOCUMENT, in the event that they are fulfilled outside the stipulated deadlines, will be monetarily restated by the Broad National Consumer Price Index (IPCA), in proportion to the delay period.

## 17 SCHEDULE

EVENTS	DATE
PUBLICATION OF THE TENDER DOCUMENT (in Portuguese) and disclosure of the summary referred to in paragraph 10.9.6 of the TENDER DOCUMENT	09/03/2017
Publication of the Tender Document and its Annexes in English and Spanish	17/03/2017
Delivery of the INSTRUCTION MANUAL	17/03/2017
Deadline to request clarifications about the TENDER DOCUMENT (*)	27/03/2017
Deadline to request to conduct a visit in the existing facilities	31/03/2017
Deadline to provide clarifications about the TENDER DOCUMENT *	07/04/2017
Deadline to conduct the visit in the existing facilities	07/04/2017
REGISTRATION (online) From 8 am of April 10, 2017 until 2 pm of April 11,2017	10 e 11/04/2017
Delivery of BID BOND (online) From 8 am of April 10, 2017 until 4 pm of April 11,2017	10 e 11/04/2017
Delivery at BM&FBOVESPA of the guarantees that do not have digital certification; and delivery to ANEEL of the guarantees provided under escrow account; until 16 hours, as detailed in the INSTRUCTION MANUAL	11/04/2017
Deadline to challenge the TENDER DOCUMENT	13/04/2017
AUCTION Public Session, conducted by BM&FBOVESPA, on the premises of BM&FBOVESPA, located at Rua XV de Novembro No. 275 – São Paulo – SP, at 10 hours	24/04/2017
Reception of the Accreditation Documents (two copies) of the winning BIDDERS, at BM&FBOVESPA – São Paulo – SP	10/05/2017
Delivery of a copy of the documents, at CEL/ANEEL in Brasília-DF, proving the viability and feasibility of the BIDDERS' Business Plan, as provided in items 9.18 and 9.19 of the Tender Document	02/06/2017

EVENTS	DATE
Forecast for publication of the accreditation result by CEL until	16/06/2017
Deadline to file an appeal: 5 (five) business days after publication of the accreditation result in the Official Gazette of the Federal Government	23/06/2017
Forecast for homologation of the AUCTION result and adjudication of the object	27/06/2017
Deadline to deliver the construction schedule and budget of the power transmission facilities at ANEEL	14/07/2017
Deadline to deliver the documents of the SPE or of the TRANSMISSION CONCESSIONAIRE at ANEEL as required for the signing of the CONCESSION CONTRACT	
Deadline to deliver the Performance Bond at CEL/ANEEL	02/08/2017
Signing of the CONCESSION CONTRACT	11/08/2017

\*\*As long as it does not refer to the issue already answered by CEL, it will exceptionally be allowed to request clarifications about the TENDER DOCUMENT up to 5 (five) business days before the Auction public session, in which case the answers to the requests for clarification will be disclosed within 4 (four) days after their formalization.

Brasília, March 7, 2017.

**ROMÁRIO DE OLIVEIRA BATISTA**  
President of the Special Bidding Committee

In agreement

**ROMEU DONIZETE RUFINO**  
Director-General

# A P P E N D I X A

## GLOSSARY

The following definitions shall apply to this AUCTION:

- I. **ADJUDICATEE:** the BIDDER who, after winning the AUCTION, has received the adjudication of the object under paragraph 0 of this TENDER DOCUMENT.
- II. **ANEEL – THE BRAZILIAN ELECTRICITY REGULATORY AGENCY:** an autarchy of the Federal Government created by Law No. 9.427, of December 26, 1996, which is responsible for regulating and overseeing the production, transmission, distribution and commercialization of electricity, in accordance with the policies and guidelines of the federal government;
- III. **BM&FBOVESPA – BM&FBOVESPA S.A. – SECURITIES, COMMODITIES AND FUTURES EXCHANGE:** responsible for the activities defined in the INSTRUCTION MANUAL;
- IV. **CEL – SPECIAL BIDDING COMMITTEE:** appointed by ANEEL Ordinance No. 4.177, of September 13, 2016, and its amendments, and created with the purpose of receiving, analyzing and judging the documentation received for registration and accreditation, and the bids tendered in this AUCTION;
- V. **CER - Static VAR Compensator - Reactive control equipment** consisting of switched capacitors and reactors and/or controlled by power electronics.
- VI. **RELEVANT ANNOUNCEMENT:** information regarding the AUCTION that, after its publication on ANEEL WEBSITE, will become an integral part of the TENDER DOCUMENT;
- VII. **CONCESSIONAIRE:** a legal entity with delegation of the GRANTING POWER for the exploitation of PUBLIC TRANSMISSION SERVICE;
- VIII. **CT – TRANSFORMING UNIT CONNECTION:** set of equipment and infrastructure for the connection of the TRANSFORMING UNIT in a SUBSTATION and its operation, comprising circuit breakers, disconnecting switches, current transformers, lightning arresters, protection, command and control systems, structures, supports and corresponding civil works, control cables, insulators, busbars, connections and the like and auxiliary services;
- IX. **CONTRACTOR:** the company with which the BIDDER has entered into an Agreement or MOU for the performance of one or more of the construction, assembly, operation and maintenance services, as well as for the provision of technical training, in order to accomplish the object of this Auction;
- X. **CCI – SHARED FACILITIES AGREEMENT:** a contract to be signed between two or more CONCESSIONAIRES, establishing the procedures, rights and responsibilities for the shared use of facilities; the draft of which is shown in Appendix 5 of Volume II;
- XI. **CONCESSION CONTRACT:** a contract with a term of 30 (thirty) years, to be signed between the Federal Government, through ANEEL, and the ENERGY SUPPLIER, governing the concession for the provision of PUBLIC TRANSMISSION SERVICE;
- XII. **CCT – TRANSMISSION FACILITIES CONNECTION AGREEMENT:** a contract that establishes the terms and conditions for the connection of users to the POWER TRANSMISSION FACILITIES, to be entered into between the ENERGY SUPPLIER and each user; the draft of which is shown in Appendix 4 of Volume II;

- XIII. CCG – GUARANTEE AGREEMENT: a contract to be entered into between the USER, the ONS and the TRANSMISSION CONCESSIONAIRES represented by the ONS, in order to ensure payment of the amounts due by the USERS to the TRANSMISSION CONCESSIONAIRES and the ONS for the services provided; the draft of which is shown in Appendix III - A of the CUST;
- XIV. CPST – TRANSMISSION SERVICE AGREEMENT: a contract to be signed between the ONS and the CONCESSIONAIRES, which establishes the terms and conditions for the provision of PUBLIC SERVICE OF ELECTRIC POWER TRANSMISSION to the USERS, by a concessionaire that owns the POWER TRANSMISSION FACILITIES that are part of the BASIC NETWORK, under the administration and coordination of the ONS; the draft of which is shown in Appendix 2 of Volume II;
- XV. CUST – TRANSMISSION SYSTEM USER AGREEMENT: a contract to be entered into between ONS, the CONCESSIONAIRES and the USERS, which establishes the terms and conditions for use of the BASIC NETWORK by the USER, including the provision of ELECTRIC POWER TRANSMISSION SERVICES by the CONCESSIONAIRES, under the ONS control and supervision, and the provision by the ONS of coordination and control services of the interconnected electrical systems operation; the draft of which is shown in Appendix 3 of Volume II;
- XVI. SCHEDULE: schedule contemplated in the TENDER DOCUMENT, containing the dates of the stages of the AUCTION;
- XVII. DIT – OTHER POWER TRANSMISSION FACILITIES: The POWER TRANSMISSION FACILITIES not part of the BASIC NETWORK that meet the criteria established in Article 4 of ANEEL Normative Resolution No. 67 of June 8, 2004;
- XVIII. COMPANY: company(ies) responsible for preparation of the technical documentation;
- XIX. EL – LINE INPUT: set of equipment and infrastructure for the connection of a TRANSMISSION LINE in a SUBSTATION and its operation, comprising circuit breakers, disconnecting switches, current and potential transformers, lightning arresters, communication systems (carrier, etc.), protection, command and control systems, structures, supports and corresponding civil works, control cables, insulators, busbars, connections and the like and auxiliary services;
- XX. EPE – ENERGY RESEARCH COMPANY: a publicly-held company created by Decree No. 5.184, of August 16, 2004, based on the authorization given by Law 10.847, of March 15, 2004, incorporated under private law, linked to the Ministry of Mines and Energy, and its purpose is to provide services in the area of studies and research aimed to subsidize the planning of the energy sector;
- XXI. REGISTRATION: the act of delivery by the INTERESTED PARTIES of the documents to be submitted to CEL, before the auction of the LOTS, which is aimed to record the interest in participating in the AUCTION;
- XXII. CONNECTION INSTALLATIONS: systems dedicated to serve one or more USERS, in order to connect their installations to the BASIC NETWORK;
- XXIII. POWER TRANSMISSION FACILITIES: substations, transmission lines and their terminals, transformers and their connections and other equipment, designed to perform functions of voltage regulation, power flow control or frequency conversion, which comprise the concession of the PUBLIC SERVICE OF ELECTRIC POWER TRANSMISSION;
- XXIV. INTERESSADA: a national or foreign company, or a private equity investment fund



(incorporated pursuant to CVM Instructions No. 391 of July 16, 2003 and No. 409 of August 18, 2004, notably article 109 of the Brazilian Securities Commission) which, individually or jointly in a consortium, make the REGISTRATION to participate in this Auction in accordance with the rules of this TENDER DOCUMENT;

- XXV. **BUSBAR INTERCONNECTIONS:** installations and equipment designed to interconnect the busbars of a SUBSTATION, comprising circuit breaker, disconnecting switches, current and potential transformers, protection, command and control systems, structures, supports and corresponding civil works, control cables, insulators, busbars, connections and the like, and auxiliary services;
- XXVI. **AUCTION:** type of tender adopted for contracting the concession for the provision of PUBLIC TRANSMISSION SERVICE, including the construction, assembly, operation and maintenance of the POWER TRANSMISSION FACILITIES;
- XXVII. **LOT:** each of the concessions tendered LOT: each of the concessions tendered, described in the Object of this TENDER DOCUMENT, associated to the respective POWER TRANSMISSION FACILITIES;
- XXVIII. **INSTRUCTION MANUAL:** the document attached to the TENDER DOCUMENT, produced by BM&FBOVESPA and approved by ANEEL, which describes all the operational procedures relating to the AUCTION, from the access by participants, rules for deposit of financial sureties and participation in the AUCTION public session;
- XXIX. **COMMERCIAL OPERATION:** situation where the TRANSMISSION FACILITY is available to the ONS for operation, after the execution of all commissioning procedures of the TRANSMISSION FACILITY and issuance of the RELEASE CERTIFICATE (TL) by the ONS, according to the rules and conditions established by ANEEL.
- XXX. **ONS – the Operator of the National Electric Power System:** a private non-profit organization authorized by the Concession-granting authority to perform the activities of coordination and control of the operation of power generation and transmission of the National Interconnected System under the supervision and regulation of ANEEL, composed of concession, permission or authorization holders and consumers who have exercised the option provided for in Articles 15 and 16 of Law 9.074 of 1995, and are connected to the BASIC NETWORK;
- XXXI. **CONCESSION-GRANTING AUTHORITY:** the Federal Government, pursuant to Article 21, section XII, paragraph "b", and Article 175, of the Federal Constitution, and pursuant to Article 2, section I, of Law No. 8.987 of 1995;
- XXXII. **NETWORK PROCEDURES:** document proposed by the ONS and approved by ANEEL, which establishes the technical procedures and requirements for the planning, implementation, use and operation of the POWER TRANSMISSION FACILITIES, as well as the responsibilities of the ONS and the TRANSMISSION CONCESSIONAIRES;
- XXXIII. **BIDDER:** the INTERESTED PARTY that has received confirmation of its REGISTRATION and has delivered the BID BOND to participate in this Auction, in accordance with the rules of this TENDER DOCUMENT;
- XXXIV. **RAP – ALLOWED ANNUAL REVENUE:** sum in BRL (R\$) to which the ENERGY SUPPLIER will be entitled for the provision of PUBLIC SERVICE OF ELECTRIC POWER TRANSMISSION to the users, from the start of COMMERCIAL OPERATION of the POWER TRANSMISSION FACILITIES;
- XXXV. **BASIC NETWORK:** POWER TRANSMISSION FACILITIES that are part of the NATIONAL INTERCONNECTION SYSTEM, identified according to the rules and conditions established

by ANEEL;

- XXXVI. PUBLIC SERVICE OF ELECTRIC POWER TRANSMISSION: the public service of electric power transmission, provided through the construction, operation and maintenance of the POWER TRANSMISSION FACILITIES, including the support and administrative services, supply of equipment and reserve materials, schedules, measurements and other additional services required for the transmission of electric power, according to the standards established in the legislation and regulations;
- XXXVII. SIN – NATIONAL INTERCONNECTED SYSTEM: facilities responsible for supplying electric power to all regions of the country which are electrically interconnected;
- XXXVIII. TRANSMISSION SYSTEM: transmission installations and equipment that are part of the BASIC NETWORK, as well as the connection and OTHER POWER TRANSMISSION FACILITIES – DIT belonging to a CONCESSIONAIRE;
- XXXIX. *ANEEL WEBSITE*: the electronic address of ANEEL, in the World Computer Network, where information about AUCTION is available: <http://www.aneel.gov.br> (space of the entrepreneur/transmission tender notices);
- XL. TLD – DEFINITIVE RELEASE CERTIFICATE: document issued by the ONS authorizing the ENERGY SUPPLIER to start, from the scheduled date, the definitive COMMERCIAL OPERATION of the specified POWER TRANSMISSION FACILITIES;
- XLI. ENERGY SUPPLIER: the BIDDER winner of one or more LOTS of the AUCTION for the provision of PUBLIC TRANSMISSION SERVICE who signs the respective CONCESSION CONTRACT.

# A P P E N D I X B

## STATEMENT OF ACKNOWLEDGMENT AND ACCEPTANCE OF THE AUCTION RULES

*(This statement must be accepted at the time of REGISTRATION online)*

We hereby acknowledge and accept, in full and without limitation, the rules and conditions set forth in the TENDER DOCUMENT No. xx/201x and its Appendixes, and specifically that:

- I. We have all the Accreditation Documents and we fulfill the terms and conditions for participation in the AUCTION, regarding liquidity ratios and Minimum Shareholders' Equity, in compliance with the TENDER DOCUMENT;
- II. We are fully aware of the requirements of TENDER DOCUMENT No. xx/201x-ANEEL and that they were considered in the preparation of the financial proposal submitted, and if we are the winners of the tender for LOT(s) [specify the LOT(s)] as BIDDER we are committed to strictly comply with the requirements and conditions of Appendixes 6-x to 6-xx of General Appendix 6 - CHARACTERISTICS AND BASIC TECHNICAL REQUIREMENTS of the POWER TRANSMISSION FACILITIES of AUCTION No. xx/201x- ANEEL, in the development of projects and in the construction, assembly, operation and maintenance of the POWER TRANSMISSION FACILITIES, being subject, due to noncompliance with this commitment, to the sanctions provided by law and in the CONCESSION CONTRACT;
- III. We hereby state that we do not employ minors under eighteen years of age to perform hazardous, unhealthy or night work, and we do not employ minors under sixteen years of age, as provided for in item V of art. 27 of Law 8.666, of June 21, 1993, added by Law No. 9.854, of October 27, 1999, except as minor apprentice, since their employment is ALLOWED under the terms of the legislation;
- IV. The assets, rights and net worth of the company [of the Consortium companies] are not reached by Law No. 9.613, of March 3, 1998, with the wording given by Law No. 12.683, of July 9, 2012;
- V. We are fully aware of the current status of the existing POWER TRANSMISSION FACILITIES, which will be under our responsibility, and if we are the winners of this auction, and of other local conditions necessary to provide the PUBLIC TRANSMISSION SERVICE, which may affect the duration and cost of services, and we shall be also responsible for conducting the visit and inspection of the POWER TRANSMISSION FACILITIES construction sites for the LOT(s) [specify the LOTS] we have tendered our bids];
- VI. We hereby state that we have received, in due time and in a satisfactory manner, all the information and clarifications deemed necessary for the preparation of the Accreditation Documents and the Financial Proposal that will be submitted, for which we assume full responsibility; and that
- VII. The company (or each of the companies that are members of the Consortium), its direct or indirect holding company, as well as its respective subsidiaries, or any of them, (vii.a) has not filed for or is not under judicial or extrajudicial recovery, (vii.b) is not subject to a penalty or suspension of the right to participate in tenders and to contract with ANEEL, and (vii.c) has not sustained a penalty of caducity of the concession of electric power transmission nor is it undergoing administrative default proceedings, with recommendation of caducity of the concession already sent by ANEEL to the MME, in the last three years prior to the publication of the TENDER DOCUMENT.
- VIII. None of the shareholders or partners investors of the company [or of any of the companies that are members of the Consortium], holding a stake equal to or more than 5% in the share capital or participant of the controlling group, has or has had an equity interest equal to or more than 5% or belongs to the corporate control group that has sustained a penalty of caducity of the concession of

electric power transmission nor is it undergoing administrative default proceedings, with recommendation of caducity of the concession already sent by ANEEL to the MME, in the last three years prior to the publication of the TENDER DOCUMENT.

# A P P E N D I X C

## FINANCIAL PROPOSAL / INSTRUMENT OF TENDER RATIFICATION / DECLARATION OF DISINTEREST IN TENDERING A FINANCIAL PROPOSAL

AUCTION Nº XX/201X-ANEEL

LOT \_\_\_ LT/SE \_\_\_\_\_

The BIDDER \_\_\_\_\_ hereby declares that it:

IS NOT INTERESTED IN TENDERING A FINANCIAL PROPOSAL FOR SAID LOT

IS INTERESTED IN TENDERING THE FINANCIAL PROPOSAL BELOW:

1. Its proposal of ALLOWED ANNUAL REVENUE – RAP for the provision of PUBLIC TRANSMISSION SERVICE of LOT \_\_\_ is R\$ \_\_\_\_\_ (in writing) /year, referred to the date of the AUCTION, EXCLUDING the sum required to cover recoverable social contributions related to the Social Integration Programs - PIS or the Civil Service Asset Formation Program - PASEP and to the Contribution for Social Security Financing - COFINS.
2. The readjustment and revision criteria provided for in the CONCESSION CONTRACT apply to this RAP.
3. The proposal tendered in paragraph 1 is valid for the period of 180 (one hundred and eighty) days from the AUCTION date.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
(legal representative)

# A P P E N D I X D

## INSTRUMENT OF TENDER RATIFICATION

AUCTION No. xx/201x-ANEEL

LOT \_\_\_\_ [Description of power transmission facilities...]\_\_\_\_

The BIDDER \_\_\_\_\_ hereby declares that:

1. Its proposal of ALLOWED ANNUAL REVENUE – RAP for the concession of PUBLIC TRANSMISSION SERVICE of the aforementioned LOT is R\$ \_\_\_\_\_(in writing)/year, referred to the date of the AUCTION, excluding the sum required to cover recoverable social contributions related to the Social Integration Programs - PIS or the Civil Service Asset Formation Program - PASEP and to the Contribution for Social Security Financing - COFINS.
2. The presentation of this proposal corresponds to a RAP distributed in twelfths of R \$ \_\_\_\_\_, ... (in writing)/month.
3. The readjustment and revision criteria provided for in the CONCESSION CONTRACT apply to this RAP.
4. The proposal tendered in paragraph 1 is valid for the period of 180 (one hundred and eighty) days from the AUCTION date.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
(Legal representative)

# A P P E N D I X E

## TABLE A – SIMPLIFIED BUDGET OF TRANSMISSION LINES

COMPANY NAME: \_\_\_\_\_

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

POWER TRANSMISSION FACILITIES: \_\_\_\_\_

Item	Description	Unit	Quantity	Unit Value (R\$)	Total Value (R\$)
1 ENGINEERING	Project Topographic surveys				
	Soil survey Environment				
	Total Engineering				
2 MATERIALS	Support – Structure				
	Support – Foundation				
	Conductor Cable				
	Lightning Rod				
	Counterweight				
	Hardware and Metalwork Insulator Buffer Spacer Accessories				
	Total Material				
	Total Material per km/TL				
	3 CONSTRUCTION / ASSEMBLY	Easement and Accesses Building of Foundations Assembly of Supports			
Installation of Cables and Accessories					
Counterweight Installation (grounding)					
Total Construction and Assembly					
Total Construction and Assembly per Km/TL					
4	Management and Inspection				
5	Others				
6	Total General				
7	Total General per km/TL				

Place and date: \_\_\_\_\_

Engineer name/CREA: \_\_\_\_\_

Signature: \_\_\_\_\_

### TABLE B – SIMPLIFIED BUDGET OF SUBSTATIONS

COMPANY NAME: \_\_\_\_\_

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

POWER TRANSMISSION FACILITIES: \_\_\_\_\_

Item	Description	Unit	Quantity	Unit Value (R\$)	Total Value (R\$)
1 ENGINEERING	Studies and Projects				
	Surveys				
	Topography				
	Environment				
2 WORKS	Deforestation and Clearing				
	Building of Foundations				
	Soil Excavation				
	Rock Excavation				
	Earthwork				
3 MATERIALS	Structures				
	Busbars				
	Power Grids – Pannels				
	Ground Mesh				
	Gantry				
4	Land And Acesses				
5	Equipment Assembly				
6	Transport And Freight				
7	Others				
8	Labor				
9	Total General				
10	R\$MVA				

Place and date: \_\_\_\_\_

Engineer name/CREA: \_\_\_\_\_

Signature: \_\_\_\_\_



# A P P E N D I X F

## EQUIVALENCE OF ACCREDITATION DOCUMENTS FOR FOREIGN COMPANY

LEGAL ACCREDITATION			
DOCUMENT REQUIRED UNDER THE TENDER DOCUMENT	DOCUMENT EQUIVALENT IN THE COUNTRY OF ORIGIN	VALIDITY PERIOD	RELEVANT CLARIFICATIONS
Articles of Incorporation, Corporate Charter or Bylaws and proof of the powers granted to the Legal Representative(s), with the last acts of election of the officers and of the board of directors that elected the last executive board, as the case may be.			
TECHNICAL ACCREDITATION			
Proof of registration and good standing of the technical officer(s) of the BIDDER or the CONTRACTOR in the Regional Council of Engineering, Architecture and Agronomy - CREA, for the purpose of proving the professional qualification.			
Proof that the BIDDER or the CONTRACTOR, has at its highest permanent professional level, the personnel who hold the certificate issued by a public or private entity, licensed by CREA, for the execution or supervision of the services of: construction, assembly, maintenance and operation of transmission lines and substations at voltages equal to or greater than 220 kV.			
Certified copy of the work permit or legal proof of the employment relationship of the designated professionals with the BIDDER or the CONTRACTOR.			
ECONOMIC AND FINANCIAL ACCREDITATION			
Clearance Civil Certificate of Bankruptcy, Composition with Creditors and Judicial or Extrajudicial Recovery or Clearance Civil Insolvency Certificate, issued by the distributor notary of the BIDDER's domicile, within a maximum of 30 (thirty) days from the date of issue. In the FIP case, the required documents must be submitted on behalf of the Administrator and Manager of the FIP.			
<p>Financial statements of the last fiscal year, already required and submitted in accordance with the law, which cannot be replaced by balance sheets or interim balance sheets, and may be updated by the IPCA when closed more than 3 (three) months from the date defined in this TENDER DOCUMENT for reception of the envelope containing the Accreditation Documents, which will allow to verify the BIDDER's financial standing and the Minimum Shareholders' Equity required. The financial statements required by law, according to the following types of company, will be considered accepted if the BIDDER was not incorporated in the same calendar year of the AUCTION:</p> <p>Publicly-held Company - financial statements published in Official Gazette or in a newspaper of great circulation in the country or certified copy of the statements extracted from the Ledger registered with the relevant body and the Report of Independent Auditors and the Fiscal Council;</p> <p>Closely-held Corporation - financial statements published in the Official Gazette or in a newspaper of great circulation in the country or certified copy of the financial statements extracted from the Ledger registered with the relevant body;</p> <p>Limited Company - certified copy of the financial statements extracted from the Ledger registered with the</p>			

LEGAL ACCREDITATION			
DOCUMENT REQUIRED UNDER THE TENDER DOCUMENT	DOCUMENT EQUIVALENT IN THE COUNTRY OF ORIGIN	VALIDITY PERIOD	RELEVANT CLARIFICATIONS
relevant body; and  FIP – financial statements accompanied by proof of compliance before the Securities Commission, in accordance with the provisions of art. 32 of CVM Instruction No. 391/2003.  The BIDDER, incorporated in the same fiscal year of accreditation and that does not have accounting statements presented and required by law, must submit a copy of the opening balance sheet, extracted from the Ledger approved by the relevant Trade Board.			
Proof of Minimum Shareholders' Equity required under the TENDER DOCUMENT.			
ACCREDITATION – TAX COMPLIANCE			
Enrollment in the National Register of Legal Entities issued by the Ministry of Finance - CORPORATE TAXPAYERS ID and in the FIP case, its own CORPORATE TAXPAYERS ID and that of its Administrator.			
Registration in the State / District and Municipal Taxpayers' Register, relating to the respective tax domicile. In the FIP case, the documents required must be submitted on behalf of its Administrator.			
Certificate of Good Standing with the Employee Severance Indemnify Fund (FGTS – CRF). In the FIP case, the documents required must be submitted on behalf of its Administrator.			
Negative Joint Certificate of Debts Relating to Federal Taxes and the Outstanding Debt of the Federal Government or Positive Joint Certificate with Negative Effects of Debts Relating to Federal Taxes and the Outstanding Debt of the Federal Government. In the FIP case, the documents required must be submitted on behalf of its Administrator.			
Negative Certificate or Positive Certificate with Negative Effects, of tax compliance with the State/District Treasury, also with regard to the Outstanding Debt of the Federal Government. In the FIP case, the documents required must be submitted on behalf of its Administrator.			
Certificate of tax compliance with the Municipal Treasury. In the FIP case, the documents required must be submitted on behalf of its Administrator.			

# A P P E N D I X G

## COST OF PARTICIPATION IN THE AUCTION, EXCLUSIVELY FOR THE WINNERS

The remuneration to which BM&FBOVESPA will be entitled shall be paid exclusively by the winners of the auctioned LOTS and shall be composed of two portions:

Portion I (FIXED), in the amount of R\$ 204,033.60 (two hundred and four thousand, thirty-three Brazilian reais and sixty cents);

Portion II (PERFORMANCE) fixed at R\$ 16,996.73 (sixteen thousand, nine hundred and ninety-six Brazilian reais and seventy-three cents);

Calculation of the remuneration to which BM&FBOVESPA will be entitled shall be made as described below, consisting of the two portions, PI (Fixed) and PII (Performance);

The remuneration to be paid by each winning bidder of the AUCTION LOT:

$$ViR = (PI/ \text{No. of Lots}) + PII$$

Where:

ViR = Individual compensation value for each winning bidder of the LOTS;

PI = PORTION I (FIXED);

No. of Lots = number of auctioned LOTS with winners;

PII = PORTION II (PERFORMANCE)

# A P P E N D I X H

## LETTER TO BE ISSUED BY FINANCIAL INSTITUTION OR FINANCIAL ENTITY DECLARING THAT THE BUSINESS PLAN HAS BEEN ANALYSED

### Statement of Business Plan Analysis and Adequacy by the Financial Institution

[Place and Date]

TO NATIONAL ELECTRICITY REGULATORY AGENCY – ANEEL  
SPECIAL BIDDING COMMITTEE - CEL  
TENDER DOCUMENT FOR AUCTION No. 05/2016

1. [Name of the Financial Institution] hereby declares, for the purposes set forth in the Tender Document for Transmission Auction no. 05/2016, that the Business Plan submitted by [BIDDER'S NAME], for LOTS XX and XX has been analyzed, and attests its viability and feasibility, regarding the aspects of the financial set-up for implementation and operation of the facilities considering the amount offered of R\$ xxxxx, xx (value in full) for LOT XX, of R\$ xxxxx, xx (value in full) for LOT XX, according to the corresponding Instrument of Tender Ratification.
2. The analysis of the Business Plan submitted by [BIDDER'S name], carried out by [name of the Financial Institution], considered all its financial aspects, having confronted the financial set-up methodology for the implementation and operation of the projects of LOT XX, following the best market practices, and carried out the inquiries and investigations it deemed necessary for its analysis, assuming, for this purpose, the accuracy and completeness of the data and surveys used by the BIDDER based on the preparation of the Business Plan.
3. That being said, and in compliance with item 10.11.7 of the Tender Document, [name of the Financial Institution], certifies, regarding the BIDDER's Business Plan:
  - a. The feasibility and viability, provided that all the premises and parameters adopted therein are maintained;
  - b. The consistency of the financial statements and data submitted.

# A P P E N D I X I

LETTER TO BE ISSUED BY AN INDEPENDENT AUDIT COMPANY, REGISTERED IN A COMPETENT BODY, DECLARING THAT THE BUSINESS PLAN HAS BEEN ANALYSED

Statement of Business Plan Analysis and Adequacy by the Independent Audit Company

[Place and Date]

TO NATIONAL ELECTRICITY REGULATORY AGENCY – ANEEL  
SPECIAL BIDDING COMMITTEE - CEL  
TENDER DOCUMENT FOR AUCTION No. 05/2016

1. [Name of the Independent Audit Company] hereby declares, for the purposes set forth in the Tender Document for Transmission Auction no. 05/2016, that the Business Plan submitted by [BIDDER'S NAME], for LOTS XX and XX has been analyzed, and attests its viability and feasibility, regarding the accounting and tax aspects of the facilities, considering the amount offered of R\$ xxxxx, xx (value in full) for LOT XX, of R\$ xxxxx, xx (value in full) for LOT XX, according to the corresponding Instrument of Tender Ratification.
2. The analysis of the Business Plan submitted by [BIDDER's name], carried out by [name of the Independent Audit Company], considered all its financial aspects, having confronted the methodology, statements and expected accounting and tax data, in the light of the best market practices, and carried out the inquiries and investigations that it deemed necessary for the analysis, assuming, for this purpose, the accuracy and completeness of the data and surveys used by the BIDDER as basis for the preparation of the Business Plan.
3. That being said, and in compliance with item 10.11.8 of the Tender Document, [name of the Independent Audit Company], certifies, regarding the BIDDER's Business Plan:
  - a. The bid submitted is feasible regarding the accounting and tax aspects, provided that all the premises and parameters adopted therein are maintained;
  - b. The consistency of the financial statements and data submitted.