CBTU
Companhia Brasileira de Trens Urbanos
Administração Central

RISK MATRIX

Risk Type	Description - Cause	Materialization - Consequence/Effect (Impact)	Mitigation - Preventive Measure	Allocation of Responsibility for the Risk
Non-acceptance of the product.	Lack of product quality control; non-compliance with applicable standards.	The product does not meet the specifications.	Requirement of prior experience by the Contractor; hiring of a CERTIFICATION COMPANY; requirement of laboratory tests and trials.	The CONTRACTOR shall fully bear all problems and costs arising from the non-acceptance of the rails.
Non-acceptance of the product.	Improper transport and/or storage.	The product was damaged during transport or storage.	Requirement of prior experience by the CONTRACTOR regarding the requirements in the Terms of Reference concerning transport and storage.	The CONTRACTOR shall fully bear all problems and costs arising from the non-acceptance of the rails.
Delay in manufacturing.	Logistical inability of the manufacturer.	Delay in manufacturing; suspension or delay in subsequent stages.	Requirement of prior experience by the CONTRACTOR regarding past contracts and selection of rail manufacturers.	The CONTRACTOR shall fully bear all problems and costs arising from delays in the manufacture of the rails.
Delay in international transport*	Extraordinary and unforeseeable events (strikes, pandemic, weather events).	Suspension or delay in the subsequent stages of maintenance/rehabilitation of the permanent way of MetrôREC that depend on the delivery of new rails.	The CONTRACTOR shall plan the acquisition of the rails taking into account risks related to freight variation, fluctuations in fuel and petroleum derivative prices, and logistical impacts arising from the geopolitical scenario.	The CONTRACTOR shall fully bear all problems and costs arising from delays in the international transport of the rails.

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Delay in international transport*	Route deviations (due to excess cargo and high demand for services).	Suspension or delay in the subsequent stages of maintenance/rehabilitation of the permanent way of MetrôREC that depend on the delivery of new rails.	Global planning of the import process, including appropriate logistical choices and classification under Incoterms - International Commercial Terms.	The CONTRACTOR shall fully bear all problems and costs arising from delays in the international transport of the rails.
Delays in the customs clearance process*	Local holidays.	Suspension or delay in the subsequent stages of maintenance/rehabilitation of the permanent way of MetrôREC that depend on the delivery of new rails.	Schedule prepared taking the local calendar into account.	The CONTRACTOR shall fully bear all problems and costs arising from delays in the customs clearance process.
Delays in the customs clearance process*	Strikes.	Suspension or delay in the subsequent stages of maintenance/rehabilitation of the permanent way of MetrôREC that depend on the delivery of new rails.	Schedule prepared taking into account the history of strikes and periods of higher strike incidence, such as during collective bargaining negotiations for the relevant category.	The CONTRACTOR shall fully bear all problems and costs arising from delays in the customs clearance process.
Delays in the customs clearance process.	Discrepancy in documentation or requirement of non-mandatory documents (proof of payment, catalog, technical report).	Suspension or delay in the subsequent stages of maintenance/rehabilitation of the permanent way of MetrôREC that depend on the delivery of new rails.	Global planning of the import process, including appropriate logistical choices, classification under Incoterms, and quality in the issuance of documents.	The CONTRACTOR shall fully bear all problems and costs arising from delays in the customs clearance process.

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Delays in internalization into Brazil.	Extraordinary and unforeseeable events (strikes, pandemic, weather events).	Delay in subsequent stages.	None.	The CONTRACTOR shall fully bear all problems and costs arising from delays in internalization into Brazil.
Environmental.	Emergence of new variants of COVID-19 or other epidemics caused by other biological agents.	Increase in workforce absenteeism. Need to suspend services due to the adoption of restrictive measures (lockdowns, quarantines, public transport interruptions, etc.). Suspension of in-person work by the Contracting Entity and the Contractor. Increase in execution costs associated with the implementation of social distancing measures and the provision of protective equipment (face masks, hand sanitizer, etc.).	Compensation for the risk assumed by the builder/contractor. Amendments extending the deadline. Contractual clause granting the Administration the prerogative to unilaterally suspend contract performance and issue a service suspension order.	Shared risk. The Contracting authority shall fully bear the effects of the pandemic on the performance period, extending the contract for as long as the effects of restrictive measures that completely prevent the services continue. The CONTRACTOR shall fully bear the costs related to idle teams and equipment. The CONTRACTOR shall fully bear the costs of demobilization and remobilization of the work.
Contractor's liquidity constraints	Cash flow problems, national economic situation, exchange-rate changes.	Suspension of the contract; abandonment of the supply; delay in product delivery.	Requirement of economic and financial qualification of the CONTRACTOR.	The CONTRACTOR shall fully bear all problems and costs arising from the Contractor’s financial liquidity problem.

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Operating and licensing problems as a company.	Non-compliance with laws, standards, guidelines, instructions, licenses, permits, authorizations and other requirements relevant to the conduct of its activities.	Suspension of the contract; abandonment of supply; delay in product delivery.	Requirement of relevant documentation.	The CONTRACTOR shall fully bear all problems and costs arising from operating and licensing problems as a company.
Non-insurable events characterized as force majeure or act of God.	Force majeure or act of God.	Unforeseen losses and costs.	None.	Risk borne by the CONTRACTING ENTITY.
Unforeseen specification changes.	Change in requirements; update of regulatory criteria.	Delays in delivery; unforeseen costs.	Review of specifications and standards prior to contracting.	Risk borne by the CONTRACTING ENTITY.
Availability of financial resources incompatible with the disbursement forecast	Lack of funds foreseen in the contract disbursement schedule.	Suspension of the contract; delay in payments to the CONTRACTOR.	Use of approved funds.	Risk borne by the CONTRACTING ENTITY.
Tax changes.	Changes in tax legislation.	Change in price.	None.	Risk borne by the CONTRACTING ENTITY.

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Changes in contracted quantities.	Changes in the requesting area's needs.	Change in price and delivery time.	Well-defined calculation memorandum.	Risk borne by the CONTRACTING ENTITY.
Changes in delivery locations.	Changes in the requesting area's needs.	Change in price and delivery time.	Delivery locations well defined and expressly stated in the Terms of Reference.	Risk borne by the CONTRACTING ENTITY.
Notes by the CONTRACTOR regarding inconsistencies in the documents made availa-	Inconsistencies in the documents (technical specification, detailing, quantity, cost) and in the product delivery planning.	Additional costs and/or delays.	Review of specifications and standards prior to contracting.	Risk borne by the CONTRACTING ENTITY, provided that it has not been allocated to the CONTRACTOR in the Risk Matrix.
Political.	Wars and internal and external conflicts.	Lack of raw materials and inputs required for the work. Significant increase in the prices of materials and equipment to be used.	Compensation for the risk assumed by the CONTRACTOR. Amendment extending the deadline. Contractual clause granting the Administration the prerogative to unilaterally suspend contract performance and issue a supply suspension order.	Shared risk. The Contracting Administration shall fully bear the effects of any conflicts on the performance period, extending the contract for the period during which the shortage of any material/input required for the work is effectively verified. The CONTRACTOR shall fully bear the costs related to idle teams and equipment.

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Legal.	Change in legislation, regulations and standards causing a change in the object.	Delay in the schedule for adjustments to the object. Costs associated with the change in the object.	Execution of a contractual amendment.	The CONTRACTING ENTITY shall bear this risk, amending the contract within the time necessary for adjustments to the object and bearing the costs of such
Legal.	Change in legislation, regulations and standards causing new charges or obligations for the contractor.	Increase in the costs of the work/object.	Restoration of the Economic and Financial Balance.	The CONTRACTING ENTITY shall bear this risk and may amend the contract to restore its economic and financial balance, provided it is characterized as a sovereign act.
Legal.	Tax changes altering labor costs, except for changes in income tax and social contribution on net profit.	Change in the tax burden levied on the contractor.	Restoration of the Economic and Financial Balance.	The CONTRACTING ENTITY shall bear this risk and shall execute an amendment for economic and financial rebalancing.
Legal.	Change in income tax and social contribution on net profit rates.	Change in the tax burden levied on the builder/Contractor.	Compensation for the risk borne by the supplier.	Exclusive risk of the Contractor.

Market.	Change in costs related to wages and inputs not arising from tax changes or public policies, resulting in cost changes higher than the contractual adjustment indices. Risks related to freight variation, fluctuations in fuel and petroleum derivative prices, logistical impacts arising from the geopolitical scenario, and any exchange-rate variation in supplies of imported products or proposals in foreign currency.	Change in costs incurred by the supplier.	Compensation for the risk assumed by the Supplier. Execution of pre-contracts with international rail manufacturers. Advance purchasing policy. Ordinary annual price adjustment, according to the index or indices defined in the contract. The CONTRACTOR shall plan the acquisition of the rails taking into account risks related to freight variation, fluctuations in fuel and petroleum derivative prices, and logistical impacts arising from the geopolitical scenario.	Shared risk between the Administration and the Supplier. When the impact of the variation in input costs satisfies the condition below, the economic and financial rebalancing of the contract shall be carried out: |((SCR - SAC) / SAC)| * 100% > LOR; where: SCR is the Contract Balance after application of the Realignment; SAC is the Current Contract Balance; LOR is the Reference Operating Profit percentage rate stated in the BDI composition of the Administration's reference budget. If the above correlation is not satisfied due to the increase in inputs, only the annual adjustment of contractual prices shall be paid through the applicable contractual clause. The parties agree that salary adjustments granted through collective bargaining decisions, agreements or collective labor conventions shall not give rise to extraordinary restoration of the contract's economic and financial balance, which shall be restored through the annual contract adjustments on the contractual base date.

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Legal.	Termination or annulment of the contract due to factors attributable to the CONTRACTING ENTITY.	Frustration of future revenues of the Contractor.	Specific clause on contract termination and annulment, establishing criteria for reimbursement of costs incurred by the CONTRACTOR.	Risk of the contracting party. The parties agree that the amount of indemnification paid to the Contractor shall be limited to the following items: payment for materials supplied and return of contractual guarantees. The parties mutually agree that the CONTRACTOR shall not be entitled to any type of indemnification for loss of profits in the event of contract termination. The parties agree that no BDI rate, profits, indirect costs or indirect expenses shall apply to the indemnified amount, and only the addition of taxes levied on the indemnification amount, the payment of which is duly proven, may be accepted.

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Legal.	Termination or annulment of the contract due to factors attributable to the CONTRACTOR.	Administrative costs for conducting a new bidding/contracting procedure. Delay in the completion of rail maintenance/replacement work.	Contractual clause providing for the application of penalties and unilateral termination of the contract. Contractual clause providing that the Contractor shall be liable for any other losses and damages suffered by the Administration due to contract termination caused by the	Exclusive risk of the CONTRACTOR.
Budget.	Errors and omissions in the commercial proposal.	Subsequent finding of errors and omissions in the commercial proposal.	Provision in the Tender Notice stating that the PROPONENT is responsible for the commercial proposal submitted. Contractual clause providing for the application of penalties and unilateral termination of the contract in the event of default by the builder/contractor.	Exclusive risk of the CONTRACTOR.

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