

SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

EXHIBIT III.F – GUIDELINES FOR THE TRANSFER OF EXISTING INFRASTRUCTURE

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This EXHIBIT establishes the procedures that must be observed by the PARTIES for the transfer of the EXISTING INFRASTRUCTURE to the CONCESSIONAIRE, which must occur during the PRE-OPERATIONAL PHASE.

1. TERMS OF DELIVERY OF EXISTING INFRASTRUCTURE

1.1. The TERM OF DELIVERY OF THE EXISTING INFRASTRUCTURE shall be signed between the CONCESSIONAIRE and ARTESP for the purpose of receiving the set of INTEGRAL ASSETS, after the issuance of the approval and non-objection of the TRANSITION REPORT, as provided for in EXHIBIT III.B, and shall mark the end of the PRE-OPERATIONAL PHASE.

1.1.1. As of the execution of the TERM OF DELIVERY OF THE EXISTING INFRASTRUCTURE, the possession, safekeeping, maintenance and surveillance of the INTEGRAL ASSETS that have been transferred to the CONCESSIONAIRE become its responsibility.

1.2. The CONCESSIONAIRE will receive the INTEGRAL ASSETS in the state in which they are, and any doubts raised by the CONCESSIONAIRE and/or the INDEPENDENT AUDITOR will be clarified by ARTESP, in the preparation phase of the TRANSITION REPORT, according to the procedure expressed in the item below.

1.2.1. The CONCESSIONAIRE or the INDEPENDENT AUDITOR will send a request for clarification by means of a notification to ARTESP, which will forward the doubts to the responsible CPTM sector.

1.2.2. If a request contains more than one request for clarification, they must be listed and the requests for clarification must be objective and identify the assets to which they refer, including any related photos and documents.

1.2.3. ARTESP will have 15 (fifteen) business days to respond to the request, extendable for another 15 (fifteen) business days.

1.3. From the moment of hiring, the INDEPENDENT AUDITOR shall inspect the MEMBER ASSETS to be transferred, in order to ascertain the state of conservation and quantities received, for the purpose of preparing the TRANSITION REPORT under the terms of item 3 of this EXHIBIT, with the objective of enabling the signing of the TERM OF DELIVERY OF THE EXISTING INFRASTRUCTURE.

1.3.1. Within ninety (90) days from the beginning of the PRE-OPERATIONAL PHASE, ARTESP will make available to the CONCESSIONAIRE new maintenance control reports prepared by CPTM, indicating the current condition of the maintenance activities of the following assets:

i. PERMANENT TRACK;

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- ii. ROLLING STOCK;
- iii. AUXILIARY SYSTEMS;
- iv. AUXILIARY VEHICLES AND EQUIPMENT;
- v. ENERGY SYSTEM;
- vi. RAILWAY SIGNALING SYSTEM (Includes CCO);
- vii. TELECOM SYSTEMS;
- viii. OVERHEAD TRACTION NETWORK.

2. TECHNICAL GUARANTEES

- 2.1. In the PRE-OPERATIONAL PHASE, the CONCESSIONAIRE will be informed, by means of notification by ARTESP, about any technical guarantees in force of the EXISTING INFRASTRUCTURE, according to the list provided for in EXHIBIT I, Part I, and the CONCESSIONAIRE will assume the possession, custody, surveillance, maintenance and conservation of the goods received, safeguarding the technical warranty periods indicated, if any.
 - 2.1.1. The notification must contain the updated data and particularities about the guaranteed assets and include the legal documents that formalize the respective technical guarantees.
 - 2.1.2. The management of the interface between those involved and CPTM's contractors/suppliers will be the responsibility of ARTESP, which will be responsible for requesting the manufacturer/supplier to repair under technical warranty, when it exists, including through CPTM, without prejudice to the CONCESSIONAIRE itself relating to CPTM's contractors, if this alternative is seen as the most appropriate for the preservation of the public interest.
 - 2.1.2.1. The direct action of the CONCESSIONAIRE with the CPTM contractors, referred to in the item above, does not change, to any extent, the obligations and responsibilities assumed by the GRANTING AUTHORITY or by ARTESP in this AGREEMENT and in the EXHIBITES.
 - 2.1.3. In the event that a certain technical warranty cannot be used by the CONCESSIONAIRE, in circumstances in which the warranty repair was required, under the terms of the technical warranty agreement, when it exists, the CONCESSIONAIRE will be entitled to the economic and financial rebalancing of the CONTRACT in an amount compatible with the damage effectively caused by the non-use of the warranty in question, when the

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non-use of the warranty is due to a cause beyond the responsibility of the CONCESSIONAIRE or for a fact whose risk is not attributable to him, under the terms of the CONTRACT.

- 2.2. The CONCESSIONAIRE may not be penalized in the event of impacts on the provision of SERVICES, or obstacles to the receipt of the EXISTING INFRASTRUCTURE, in situations in which such facts arise, exclusively, from non-compliance, by CPTM contractors, with the terms and conditions of the informed/notified guarantees.

2.2.1. The provisions of item 2.2 applies until the end of the period of any technical warranty, if it is proven that there will be a negative impact on the SERVICES resulting from non-compliance, by CPTM contractors, with the obligation to repair or replace parts or components under warranty, under the contractual terms.

2.2.2. Considering that maintenance activities are the exclusive responsibility of the CONCESSIONAIRE, it must prepare the necessary planning in relation to the provided and existing warranties, including the possible need to adopt appropriate legal measures against third parties, as a result of failures, actions or omissions of responsibility of these third parties, including in the event of non-compliance with the repair requested by ARTESP.

3. TRANSITION REPORT

- 3.1. From the moment of contracting, the INDEPENDENT AUDITOR shall prepare the TRANSITION REPORT, which shall contain (i) a description of the state of the INTEGRAL ASSETS transferred to the CONCESSIONAIRE, for the purpose of surveying divergences in relation to the state of conservation and quantities indicated in the EXHIBITES and in the reports contained in the DOCUMENT ROOM; and (ii) ENVIRONMENTAL LIABILITIES identified in the CONCESSION AREA and in the infrastructure listed in EXHIBIT I, provided that such liabilities have not been indicated in EXHIBIT IV.B.

- 3.2. For the purpose of monitoring the performance of the INDEPENDENT AUDITOR, he will prepare and present to the COEXISTENCE COMMITTEE, within fifteen (15) days of his hiring, a work plan describing the technical tests and expertise that will be carried out for the purpose of preparing the TRANSITION REPORT and the schedule of his activities.

3.2.1. The work plan must necessarily cover the technical tests and expertise provided for in item 3.4.

3.2.2. The INDEPENDENT AUDITOR shall hold periodic meetings with the COEXISTENCE COMMITTEE, at least monthly, to report on the activities carried out during the period and indicate, in advance, any findings or difficulties that it deems relevant.

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- 3.2.3. The COEXISTENCE COMMITTEE may request changes in the work plan presented by the INDEPENDENT AUDITOR, including the execution of new technical tests and expert opinions, under the terms of item 3.4.1, the costs of which shall be borne by the CONCESSIONAIRE.
- 3.3. The TRANSITION REPORT must include the following information:
- 3.3.1. Record with identification of any divergences, as to the state of conservation of the INTEGRATING ASSETS, between: (a) on the one hand, the information available in EXHIBIT I and the information indicated in the reports contained in the DOCUMENT ROOM, including the maintenance control reports prepared by CPTM; and (b) on the other hand, the state of conservation of the ASSETS THAT ARE PART OF THE EXISTING INFRASTRUCTURE, considering the information available in the maintenance control reports sent during the PRE-OPERATIONAL PHASE, and what was found in field visits and expert opinions, such as those required in the items 3.4 and 3.6.
- 3.3.2. The INDEPENDENT AUDITOR shall, whenever possible, qualify the nature and origin of all the divergences identified, including those arising from the time of installation, use and fatigue of the goods, the divergences resulting from the natural action of time and environmental conditions, and the divergences that impose the need for replacement, repairs, maintenance or recovery, due to failure or inoperability.
- 3.3.3. Identification of any AUXILIARY VEHICLES AND EQUIPMENT and ROLLING STOCK that present failures and/or are inoperative, provided that the failure is not included in the reports that are part of the DOCUMENT ROOM.
- 3.3.3.1. The identification and evaluation will be carried out in ROLLING STOCK out of operation, on planned days, according to the specific schedule agreed with CPTM, between 8 am and 5 pm. After this period, the train will return to the operation of the SERVICES.
- 3.3.4. Registration with identification of any divergences regarding the quantity of the INTEGRATING ASSETS, comparing them with the quantity indicated in EXHIBIT I.
- 3.3.5. Estimation and demonstration of costs for the execution, by the CONCESSIONAIRE, of the activities that, according to technical judgment, would be necessary to overcome the conditions related to the items 3.3.1, 3.3.3 and 3.3.4, identified in the delivery of the EXISTING INFRASTRUCTURE, if such activities are delegated to the CONCESSIONAIRE by the GRANTING AUTHORITY.
- 3.3.6. Indication of the ENVIRONMENTAL LIABILITIES observed in the CONCESSION AREA and infrastructure listed in EXHIBIT I, not identified in EXHIBIT IV.B, as well as the suggestive address of treatment solutions, with description, costs and estimated schedules for

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remediation of the identified ENVIRONMENTAL LIABILITIES.

3.4. For the purpose of collecting the information indicated in the items 3.3.1 and 3.3.3, the INDEPENDENT AUDITOR must evaluate, mandatorily, at least the following technical tests and expertise:

i. PERMANENT TRACK:

- a. Screening tests aimed at determining the contamination index (filling of voids) of the ballast, with samples collected in the field at points/track segments predetermined by the INDEPENDENT AUDITOR, based on Exhibit I that indicates the change of ballast in Lines 11 and 12;
- b. Ultrasound tests on the rails in track segments predetermined by the INDEPENDENT AUDITOR, based on EXHIBIT I that indicates the change of ballast in Lines 11 and 12.

ii. ROLLING STOCK:

- a. Analysis and validation of the condition of the trains and the list of equipment to be passed on;
- b. Inspection of type C failures of trains based on the revision map;
- c. Analysis of revisions carried out and pending issues;
- d. Inventory of missing equipment in non-operational trains as well as the determination of the reason for the stoppage.

iii. AUXILIARY SYSTEMS:

- a. Escalators and elevators;
- b. Speed and safety analysis, including emergency stops and safety sensors;
- c. Analysis of noise and vibration during operation;
- d. Load capacity evaluation to determine if elevators and escalators operate within specified load limits.

iv. AUXILIARY VEHICLES AND EQUIPMENT:

- a. Analysis and validation of the condition of auxiliary vehicles and the list of

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equipment to be transferred;

- b. Analysis of revisions performed and pending issues.

v. **POWER SYSTEM:**

- a. Tests of protective devices such as circuit breakers and fuses;
- b. Identification of hot spots, through a thermal imaging camera, which allows the identification of connection problems or overload;
- c. Testing the operation of transformers, rectifiers and other critical equipment;
- d. Load operation test (simulation of operation under load).

vi. **RAILWAY SIGNALLING SYSTEM (Includes CCO):**

- a. Testing of traffic control systems evaluating the effectiveness of train traffic control and monitoring systems;
- b. System security analysis.

vii. **TELECOM SYSTEMS:**

- a. Continuity tests on telecommunications cables, including fiber optics and copper cables;
- b. Tests of operation of switches, routers and servers involved in telecommunications;
- c. Analysis of Emergency Communication System as radio and intercom;
- d. Testing of power backup and communication systems to ensure continuous operation in case of failures;
- e. Evaluation of the response time in communications (Latency) to ensure that it is within acceptable limits;
- f. Signal and signal quality testing at different points in the network to verify communication coverage and integrity;
- g. Security Systems Verification (video surveillance and security communication);

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- h. Simulation of failures to assess the ability of the telecommunications system to recover and maintain operation;

NOTE: The tests mentioned cover the following systems: SCA - Access Control System, SCAP - Collection and Passenger Control System, SCM - Mobile Communications System, STEL (SCF) - Telephone System (Fixed Communications System), RFO - Optical Fiber Network, SCR - Timing System, SMM - Multimedia System, STO (RTD) - Optical Transmission System (Digital Transmission Network), SCMVD - Mobile Voice and Data Communication System (Terra-Trem), SME (CCTV) - Electronic Monitoring System and Intrusion System.

viii. OVERHEAD TRACTION NETWORK:

- a. Measurement of voltage and electrical conduction of the overhead traction network;
- b. Conductor Insulation Analysis.

3.4.1. The COEXISTENCE COMMITTEE may recommend to ARTESP that it determine the performance of technical tests and expertise in addition to those provided for in item 3.4, immediately after receiving the work plan prepared by the INDEPENDENT AUDITOR, or during the PRE-OPERATIONAL PHASE.

3.5. For the purpose of collecting the information indicated in item 3.3.6, it will be up to the INDEPENDENT AUDITOR to start the necessary studies, expertise and technical tests soon after hiring, still in the PRE-OPERATIONAL PHASE.

3.5.1. To shorten procedures, field visits to investigate the ENVIRONMENTAL LIABILITIES that will be included in the TRANSITION REPORT may be carried out with the accompaniment of representatives of the CONCESSIONAIRE, ARTESP and the GRANTING AUTHORITY, including TECHNICAL SUPPORT.

3.6. The INDEPENDENT AUDITOR and the CONCESSIONAIRE shall jointly carry out the inspection of the following assets:

- i. PERMANENT TRACK;
- ii. ROLLING STOCK;
- iii. AUXILIARY SYSTEMS;
- iv. AUXILIARY VEHICLES AND EQUIPMENT;

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- v. ENERGY SYSTEM;
 - vi. RAILWAY SIGNALING SYSTEM (includes CCO);
 - vii. TELECOM SYSTEMS;
 - viii. OVERHEAD TRACTION NETWORK.
- 3.7. If the divergences in the state and quantity of the INTEGRATING ASSETS, as well as identified ENVIRONMENTAL LIABILITIES, are not qualified as the responsibility of the GRANTING AUTHORITY, under the terms of item 4 below, the INDEPENDENT AUDITOR shall not record them in the TRANSITION REPORT, without prejudice to notifying the CONCESSIONAIRE about the findings.
- 3.8. To estimate the expenses with remediation of divergences, liabilities and defects recorded in the TRANSITION REPORT, the INDEPENDENT AUDITOR shall use the market value of works, acquisition of goods and provision of services, based on cost systems that use as input market values of the specific sector of the project, or, in the absence of these, the best practices for the preparation of the respective budget.
- 4. RESPONSIBILITIES OF THE GRANTING AUTHORITY**
- 4.1. The GRANTING AUTHORITY will bear the costs and other impacts resulting from the following divergences and liabilities, if pointed out in the final version approved by ARTESP of the TRANSITION REPORT:
- 4.1.1. Divergences regarding the amount of ROLLING STOCK and other operational equipment, in relation to the quantity established in EXHIBIT I, which will be made available for the COMMERCIAL OPERATION of the LINES;
 - 4.1.2. Divergences regarding the quantity of goods delivered to the CONCESSIONAIRE and the quantity of spare parts used, in relation to those listed in the tables of items 3, 4, 5 and 6 of EXHIBIT I Part 1, except when referring to consumables or turning material;
 - 4.1.3. Divergences regarding the state of conservation of the ASSETS THAT INTEGRATE the EXISTING INFRASTRUCTURE, and provided that such divergences are not verifiable from the EXHIBITES, or from the reports contained in the DOCUMENT ROOM.
- 4.2. Any costs and impacts arising from liabilities or divergences that fall under items 4.1.1 to 4.1.3, but have not been pointed out in the TRANSITION REPORT, will be allocated to the CONCESSIONAIRE, except in the case of HIDDEN DEFECT.
- 4.3. ARTESP and CPTM will provide all available documentation regarding AVCBs, projects executed,

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projects in progress, missing projects, implementations carried out, pending implementations (with existing project) and implementations to be carried out (without projects).

4.3.1. The provision of documentation by ARTESP and CPTM is intended to facilitate the operational transition and, under no circumstances, will relieve the CONCESSIONAIRE of its obligations, especially in relation to those provided for in Clause 50 of the AGREEMENT, or the INDEPENDENT AUDITOR from its duties related to the preparation of the TRANSITION REPORT.

5. PROCEDURE FOR APPROVAL OF THE TRANSITION REPORT

5.1. The INDEPENDENT AUDITOR shall forward the TRANSITION REPORT, together with the INVENTORY, to the PARTIES, up to ninety (90) days before the date scheduled for the end of the PRE-OPERATIONAL PHASE, so that they may evaluate it and present divergences with respect to the conclusions reached by the INDEPENDENT AUDITOR.

5.2. The PARTIES may present their divergences with respect to the notes of the INDEPENDENT AUDITOR contained in the TRANSITION REPORT and INVENTORY, within sixty (60) days of the date scheduled for the end of the PRE-OPERATIONAL PHASE.

5.2.1. The divergences dealt with in the item 5.2 may include, among other points:

- i. Failure or defect not identified by the INDEPENDENT AUDITOR in the EXISTING INFRASTRUCTURE;
- ii. Items not inspected by the INDEPENDENT AUDITOR, or whose inspection proved to be insufficient;
- iii. Disagreements regarding the methodology used by the INDEPENDENT AUDITOR during the inspection process;
- iv. Divergences in relation to the results of the expert examinations and technical tests performed;
- v. Disagreements regarding the estimated costs for remediation.

5.3. Upon receipt of the PARTIES' statements, if presented, the INDEPENDENT AUDITOR shall make the adjustments it deems pertinent – including by conducting new technical tests and expert reports – and, within fifty (50) days of the date scheduled for the end of the PRE-OPERATIONAL PHASE, and forward the TRANSITION REPORT and the INVENTORY to the COEXISTENCE COMMITTEE.

5.4. Within thirty (30) days of the date scheduled for the end of the PRE-OPERATIVE PHASE, it shall be

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incumbent upon the COEXISTENCE COMMITTEE to give an opinion on the full compliance with the TRANSITION REPORT and INVENTORY produced by the INDEPENDENT AUDITOR or to explain the divergences of the PARTIES, and shall, in any case, submit the matter for deliberation by ARTESP.

- 5.5. Upon receipt of the COEXISTENCE COMMITTEE, ARTESP shall deliberate on the TRANSITION REPORT and INVENTORY within ten (10) days of the date scheduled for the end of the PRE-OPERATIONAL PHASE.

5.5.1. If the CONCESSIONAIRE disagrees with the decision of ARTESP provided for in item 5.5, it may use the dispute resolution mechanisms provided for in CHAPTER XXVI of the AGREEMENT.

- 5.6. Once the final decision has been made by ARTESP, according to item 5.5, the INDEPENDENT AUDITOR shall implement any required changes and generate the final version of the TRANSITION REPORT and the INVENTORY, within five (5) days of the date scheduled for the end of the PRE-OPERATIONAL PHASE.

6. WORK PLAN FOR CORRECTION OF INTEGRAL ASSETS

- 6.1. It will be incumbent upon the INDEPENDENT AUDITOR to prepare the work plan for the correction of INTEGRAL ASSETS, which will contain the necessary remediation measures for the readjustment of the INTEGRAL ASSETS belonging to the EXISTING INFRASTRUCTURE, as well as for the correction of ENVIRONMENTAL LIABILITIES, as recorded in the final version of the TRANSITION REPORT.

6.1.1. The work plan for the correction of INTEGRAL ASSETS must contemplate the entire scope of the TRANSITION REPORT and present the order of priority of the interventions to be corrected, taking into account the impact of the correction on the operation of the LINES and for the operational transition and the risk of aggravation of the defects and divergences to be corrected.

6.1.2. The work plan for the correction of INTERMEDIATE ASSETS must be presented to the COEXISTENCE COMMITTEE for validation within thirty (30) days of the approval of the final version of the TRANSITION REPORT by ARTESP.

6.1.3. The COEXISTENCE COMMITTEE may recommend to ARTESP changes in the work plan for the correction of INTEGRAL ASSETS, in order to:

- i. Change the form of correction of defects and divergences, if any technical unfeasibility is found or there is a form that better meets the PARTIES and the contractual schedule;
- ii. Change the priority order of fixes.

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- 6.2. Upon receipt of the recommendations of the COEXISTENCE COMMITTEE, ARTESP will deliberate on the work plan for the correction of INTEGRAL ASSETS within thirty (30) days, submitting a proposal for a solution to the GRANTING AUTHORITY, as established in items 6.3 and 6.4.
- 6.3. The vices and divergences pointed out in the TRANSITION REPORT will be:
- 6.3.1. Corrected by the GRANTING AUTHORITY itself or by the CPTM, in which case any economic and financial imbalance of the CONTRACT will exclusively consider the possible impacts caused by the time elapsed until the resolution of the divergences, if applicable.
 - 6.3.2. Corrected by the CONCESSIONAIRE itself, by means of total or partial delegation by the GRANTING AUTHORITY, if this alternative is seen as the most appropriate for the preservation of the public interest.
- 6.4. If the GRANTING AUTHORITY opts for the delegation referred to in item 6.3.2, the costs proven to have been incurred by the CONCESSIONAIRE to correct the divergences will be rebalanced by the GRANTING AUTHORITY, by any of the mechanisms provided for in the CONTRACT, up to the limit previously established in the act that will formalize the total or partial delegation of the obligation to correct the defects and divergences pointed out in the TRANSITION REPORT.
- 6.4.1. The limit that the item deals with 6.4 shall be established based on the estimates presented by the INDEPENDENT AUDITOR, pursuant to item 3.8.
- 6.5. The delegation agreement may not include any Clause or condition that, by any means, alters or distorts the risks and responsibilities assumed by the PARTIES in this AGREEMENT, and must establish the delimitation of the activities delegated to the CONCESSIONAIRE, the maximum limit of the amounts to be reimbursed, and the deadlines to be observed by the CONCESSIONAIRE in the execution of the activities that are incumbent upon it.
- 6.6. Specifically with respect to ENVIRONMENTAL LIABILITIES, the CONCESSIONAIRE shall adopt all necessary measures for their recovery, as provided for in Clause 22.4 of the AGREEMENT.

7. UNDERCARRIAGE DEFECTS AND FAILURES

- 7.1. In the event of defects or failures in the ROLLING STOCK that prevent its operation and mean the impossibility of achieving the PERFORMANCE INDICATORS by the CONCESSIONAIRE, the GRANTING AUTHORITY may opt for one of the hypotheses of correction of defects in the CONCESSION ASSETS provided for in item 6.3, applying the same rules set forth in the items 6.4, 6.5 and 6.6.
- 7.2. If it is found that any TRAIN has been received without carrying out the RG or any other maintenance provided for in the manual, the provisions of item 5.1.1 of EXHIBIT I apply.