

REPUBLIC OF PERU



PRIVATE INVESTMENT PROMOTION AGENCY COMMITTEE OF PROINVERSIÓN IN PROJECTS OF ROAD, RAILWAY AND AIRPORT INFRASTRUCTURE – PRO INTEGRACIÓN



ProInversión

Agencia de Promoción de la Inversión Privada - Perú

TENDER DOCUMENTS

**COMPREHENSIVE PROJECTS TENDER FOR THE CONCESSION OF THE
SPECIAL PROJECT ELECTRIC SYSTEM OF THE MASSIVE TRANSPORT
FOR LIMA AND CALLAO, LINE 1, VILLA EL SALVADOR – GRAU AVENUE**

September, 2009

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1. OBJECTIVE AND CHARACTERISTICS

1.1. Introduction

The objective of the present Tender Documents is to regulate the Comprehensive Project Tender procedure for the Award in concession of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Grau Avenue.

The general objectives of this document are the following:

- Ensure that the procedure is clear, plain, objective and fair.
- Promote the participation of the most Bidders with experience in providing the services required.
- Define the basic rules the Bidder will follow to prepare its proposal.

In this way, basic aspects are established, mainly referring to the rules and terms for the Tender, the concession area, the type of expected revenues, the competition factor, the services to be provided by the Concessionaire, the Bidder requirements, among other important ones. As per usual practice in this kind of tenders, the details, will be developed through circular letters and in the Concession Agreement.

1.2. Tender Call and Objective

The State of the Republic of Peru, through the Private Investment Promotion Agency – PROINVERSIÓN, calls for a Comprehensive Project Tender to grant, in concession to the private sector, the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Grau Avenue.

The Concessionaire will be responsible for the financing, design, construction of a Main Maintenance Workshop for the new and existing trains (including railway access tracks to this workshop) on the second level of the Workshop Yard, supply of rolling stock, operation and maintenance of the “Project”.

The project will have the following general referential characteristics, in accordance with the present Tender Documents and Concession Agreement:

- The concession period will be thirty (30) years. The conditions for renewal of the Concession will be detailed in the Concession Agreement.
- The Concession has a public private partnership structure. According to the kind of contract foreseen in the concession scheme, it is a DFBOT concession (Design, Finance, Build, Operate and Transfer).
- The supply of rolling stock will be financed both by the Concessionaire and the State through Co-financing.

The Documentation, Existing Studies, as well as the latest versions of technical documents (technical specifications for civil works, electromechanical equipment and adaptations to existing rolling stock, preliminary plan and other relevant technical documents) of the tender for the works undertaken by the Ministry of Transportation and Communications (MTC) through PROVIAS

NACIONAL are made available to the Bidders. These documents are listed in Appendix N° 1 of Exhibit N° 8 of the present Tender Documents. The Bidder is free to use that information, however the proposal submitted by the bidder is his sole responsibility, not being able in the future, as concessionaire or in any other instance, to plead or claim damages, compensation or indemnity for any errors, omissions, inaccuracies or failures of any kind, existing in said records and studies.

1.3. Definitions

Any reference made herein to "Point", "Form", "Appendix" and "Exhibit" should be understood as made to the points, forms, appendices and exhibits in these Tender Documents, unless otherwise specified.

The expressions in the singular include where appropriate, the plural and vice versa. All time references should be understood as the local time in Peru.

The terms in capital letters in the present Tender Documents, and that are not specifically defined, relate to Applicable Laws or to the meaning given to them in the use of the activities related to the project development or to terms that are generally used in upper case.

In the present Tender Documents, the following terms shall have the meanings set out below, and the definition in the concession contract will prevail, in case of discrepancy:

- 1.3.1 Non-Disclosure Agreement:** This is the agreement entered into by the Authorized Agents or Legal Representative before using the Data Room, whether they themselves, or through other people, use the data room. The Non-Disclosure Agreement text appears as Exhibit No. 1 herewith.
- 1.3.2 Concession Award:** This is the statement to be made by the Committee announcing the Bidder that has obtained the highest score according to the terms and conditions established in the Tender Documents and has been declared winner of the Concession of this Tender.
- 1.3.3 Awardee:** This is the Short-listed Bidder favored with the Concession Award.
- 1.3.4 Private Investment Promotion Agency - PROINVERSIÓN:** This is the entity of the State of the Republic of Peru referred to in Supreme Decree N° 027-2002-PCM and Supreme Decree N° 034-2008-PCM, responsible, among other functions, for promoting private investment in infrastructure and public services that can be given in concession to the private sector according to Applicable Regulations.
- This is the entity of the State of the Republic of Peru referred to in Supreme Decree N° 042-2009-EF responsible, among other functions, for promoting private investment in infrastructure works and public services.
- 1.3.5 Authorized Agents:** These are the individuals appointed as such by the Listed Bidder for the purposes of this Tender.
- 1.3.6 Concession Area:** This is the area defined as such in the Concession Agreement.

- 1.3.7 AATE:** Autonomous Authority for the Special Project Electric System for Massive Transport of Lima and Callao (AATE), entity created through Supreme Decree N° 001-86-MIPRE which has been given force of Law granted by Law N° 24565, whose organization is regulated by Ministerial Resolution N° 508-2009-MTC/01
- 1.3.8 Operation Technical Advisor:** The person with proven capacity in operation of the Concession in accordance with the provisions of the Tender Documents. In addition, the Technical Advisor will participate in the Concession through the signing of the Technical Assistance Contract for the Operation, whether being or not a shareholder or partner of the Concessionaire.
- 1.3.9 Tender Documents:** The document herein, which contains administrative aspects, procedures and conditions, including Exhibits, Forms, Appendices and Circular Letters issued by the Committee, establishing the terms that shall govern the Tender and the Concession.
- 1.3.10 First Class International Bank:** These are entities that are defined in Appendix N° 2 of Exhibit N° 2 of the Tender Documents, authorized to issue letters of guarantee for the purposes of this Tender.
- 1.3.11 Concession Assets:** These are the assets defined as such in the Concession Agreement.
- 1.3.12 Circular Letters:** These are all the directives or dispositions issued in writing by the Committee, whether for specific or general purposes, aimed at completing, clarifying, interpreting or modifying the contents of these Tender documents, other Circular letters, or answering inquiries made by the parties authorized to do so pursuant to the Tender Documents. These Circular Letters shall be an integral part hereto.
- 1.3.13 Co-financing:** The non-refundable contribution of the State of the Republic of Peru and that will be given to the Concessionaire under the terms and conditions set forth in the Concession Agreement.
- 1.3.14 Committee:** This is the Committee of PROINVERSIÓN for Road, Rail and Airport Infrastructure – PRO INTEGRACIÓN, constituted through Supreme Resolution N° 036-2009-EF. The appointment of the Committee's permanent members was carried out through Supreme Resolution N° 047-2009-EF.
- 1.3.15 Evaluation Committee:** This is the one appointed by the Committee for the purpose of evaluating the documentation submitted in Envelopes 1 and 2, pursuant to the provisions herein.
- 1.3.16 Proof of payment of Participation:** This is the document that PROINVERSIÓN will deliver to the Acquirer as a proof of having paid the Participation Fee for the Tender Process.
- 1.3.17 Grantor:** This is the State of the republic of Peru, represented by the Ministry of Transportation and Communications (MTC).
- 1.3.18 Concession:** This is the public law juridical relationship established between the Grantor and the Concessionaire as from the subscription of the Agreement through which the Grantor grants the Concessionaire the right to make profits from the Concession Assets during concession term and the Concessionaire

assumes responsibility for the design, financing, construction of the Main Maintenance Workshop for the new and existing trains (including railway access tracks to this workshop) on the second level of the workshop yard, supply of rolling stock, operation and maintenance of the Project.

- 1.3.19 Concessionaire:** This is the legal entity constituted in Peru by the Awardee that will enter into the Concession Agreement with the Grantor.
- 1.3.20 Tender:** This is the Comprehensive Project Tender Process regulated by these Tender Documents for the awarding of the Concession.
- 1.3.21 Consortium:** This is the grouping of two or more corporations which lacks corporate status independently from its members, and that has been established with the aim of participating in this Tender as a Bidder. This definition will also be applicable to the Rolling Stock Supplier.
- 1.3.22 Concession Agreement or Contract:** This is the Concession Agreement and exhibits included, which will rule the relations between the Concessionaire and the Grantor, for the design, financing, construction of Main Maintenance Workshop for the new and existing trains (including railway access tracks to it) on the second level of the workshop yard, supply of rolling stock, exploitation, operation and maintenance, among others.
- 1.3.23 Operations Technical Assistance Agreement:** This is the agreement that will be signed between the Concessionaire and the Operations Technical Advisor, so that the latter, on account of the Concessionaire, takes over the obligations under the Concession Agreement.
- 1.3.24 Rolling Stock Supply Contract:** This is the contract that will be signed between the Concessionaire and the Rolling Stock Supplier, so that the latter, on behalf of the Concessionaire, takes over the provision, installation, testing and implementation of the Rolling Stock of the Concession. The signing of this Agreement will not limit the Concessionaire's responsibility.
- 1.3.25 Effective Control:** An individual or corporation is under the effective control of another individual or corporation as foreseen in Resolution CONASEV N°090-2005-EF-94.10, modified by Resolution CONASEV N° 00 5-2006-EF/94.10 or substituting decree.
- 1.3.26 Call:** This is the announcement by which those interested in participating in the Tender are invited to bid pursuant to the Tender Documents herein.
- 1.3.27 Data Room Coordination:** AATE, through individuals appointed as such by them, will be responsible for coordination related to the Data Room.
- 1.3.28 Schedule:** This is the time sequence for activities that will take place during the Tender Process and is shown in Exhibit 12 of the Tender Documents.
- 1.3.29 Days:** These are the working days, that is, not Saturday, Sunday or non-working holidays in the city of Lima. The non-working days for the public sector are also considered holidays.
- 1.3.30 Sworn Statement:** This is a written statement submitted by the Bidder in which he declares or makes a commitment, presumed true for the purposes of this Tender, pursuant to Point 5.1.

- 1.3.31 Defects:** This refers to any error considered non-substantive by the Evaluation Committee, in which the Bidder may incur in any document submitted in Envelopes N°1 and N°2 which does not affect the validity of its proposal.
- 1.3.32 Participation Fee:** This is the right the Bidder acquires to participate in the Tender, which is obtained by paying the amount of one thousand and 00/100 dollars (US\$ 1,000.00), including IGV tax. The payment of the Participation Fee is not reimbursable.
- 1.3.33 Dollar or American Dollar or US\$:** This is the legal currency of the United States of America.
- 1.3.34 Affiliated company:** This is a company that is a part of a Holding Company.
- 1.3.35 Holding Company:** It is the company that has the Effective Control of one or several companies. This definition also considers the company that has Effective Control of a Parent Company and so on.
- 1.3.36 Subsidiary Company:** This is a company that is under the Effective Control of the Holding Company.
- 1.3.37 Related Company:** This is any Affiliated, Subsidiary or Holding.
- 1.3.38 Banking Companies:** These are companies defined as such by Law N°26702 , General Law for the Financial System and Insurance System and Organic Law of the Banking and Insurance Superintendence, listed in Exhibit 2, Appendix 1 of the Tender Documents.
- 1.3.39 Basic Technical Specifications:** These are the minimum technical requirements needed to implement the provision of Rolling Stock that must be satisfied by the Concessionaire.
- 1.3.40 Existing Studies:** These are the technical studies and reports made by or for several entities related to the Grantor.
- These studies will be available for bidders in the Data Room, and they can be used to prepare the Technical and Economic Proposals.
- 1.3.41 Competitiveness Factor:** This is the variable that defines the Tender winner, pursuant to Point 7.2 of the Tender Documents.
- 1.3.42 Closing Date:** This is the date, place and time that will be announced by the Committee through Circular Letter, on which the actions established in Point 10.2 of the Tender Documents will take place.
- 1.3.43 Concession Agreement Performance Bond:** This is the Bank Guarantee bond submitted by the Concessionaire on the Closing Date to ensure compliance with all the contract obligations including the construction of Main Maintenance Workshop for the new and existing trains (including railway access tracks to it) on the second level of the Workshop Yard, supply of rolling stock, exploitation, operation and maintenance of the Concession, as well as the penalties established in the Concession Agreement.

- 1.3.44 Guarantee of the Validity, effectiveness and seriousness of the proposal:** This is the Bank Guarantee bond submitted by the short-listed Bidder in favor of PROINVERSIÓN, to ensure the validity, effectiveness and seriousness of his proposal, pursuant to the example enclosed as Form N°3 of Exhibit N°5 of the Tender Documents.
- 1.3.45 IGV Tax:** This is the General Sales Tax (or Value Added Tax).
- 1.3.46 Main Income:** This is all the revenues obtained by the Concessionaire through the provision of urban railway and road transport services.
- 1.3.47 Complementary Income:** This is the income obtained by the Concessionaire through the provision of Complementary Services, in pursuance of the Tender Agreement.
- 1.3.48 Applicable Laws:** These are the laws included in Point 1.4 of the Tender Documents herein and any others which, according to the juridical order of the Republic of Peru, are applicable.
- 1.3.49 LIBOR:** This is the London Interbank Offered Rate for 180 days established by the daily Reuters Cable received in Lima at 11:00 a.m.
- 1.3.50 Rolling Stock:** These are all the wagons or carriages that make up the trains and are used to transport passengers. They comprise the Rolling Stock acquired by the Concessionaire after Taking Over in pursuance of the Concession Agreement, new or refurbished, and the existing improved Rolling Stock as stipulated in the Concession Agreement. If the Short-listed Bidder Proposal includes refurbished rolling stock, he must ensure their safe and effective performance during the Concession. The refurbished stock must have similar guaranties to the new stock.
- 1.3.51 MML:** Municipality of Metropolitan Lima
- 1.3.52 MTC:** Ministry of Transport and Communications
- 1.3.53 Notices:** These are the documents described in Point 2.1.5.
- 1.3.54 Nuevo Sol:** This is the current legal currency in Peru
- 1.3.55 Works:** This is the implementation of the Rolling Stock, as stipulated in the Concession Agreement.
- 1.3.56 Minimum Shareholding:** This is the minimum voting stock of 25% in the Concessionaire capital stock kept by the Strategic Partner, during Concession Agreement Term, pursuant to the conditions described in Point 5.2.2.8.2 of the Tender Documents herein.
- 1.3.57 Person:** This is any individual or legal entity, national or foreign, that can perform legal acts and assume obligations in Peru.
- 1.3.58 Concession Term:** This is the term between the Closing Date and the termination of the Concession.

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- 1.3.59 Bidder:** This is the legal entity or Consortium participating in the Tender that has acquired the right to participate and is subject to the Tender Documents herein.
- 1.3.60 Short-listed Bidder:** This is the Bidder whose documentation, duly submitted in Envelope No. 1, has fulfilled the requirement set forth herein and is therefore expressly accepted by the Committee.
- 1.3.61 Referential Investment:** This is a referential amount, required for the design, construction of the Main Maintenance Workshop for the new and existing trains (including railway access tracks to it) on the second level of the Workshop Yard and total implementation of Line 1, and supply of Rolling Stock, until they are accepted. This referential investment is only applicable to what is specifically foreseen in the Tender Documents. The Referential Investment amounts to Dollars (US\$), without IGV tax.
- 1.3.62 Economic Proposal:** This is the economic proposal to be submitted by the short-listed Bidder pursuant to Point 7.2 and Exhibit 7 of the Tender Documents.
- 1.3.63 Technical Proposal:** Includes the Sworn Statement submitted by the bidder for the design, construction of the Main Maintenance Workshop for the new and existing trains (including railway access tracks to it) on the second level of the Workshop Yard and total implementation of Line 1, supply of rolling stock, operation and maintenance of the Concession, through which he pledges to comply with the Basic Technical Specifications. The Technical Proposal must also include a descriptive report on its proposal. It is part of the documents submitted by the Bidder in Envelope N°2.
- 1.3.64 Rolling Stock Supplier:** This is the individual or individuals who can demonstrate their competence in the manufacture, supply, installation, testing and implementation of rolling stock, pursuant to the Tender Documents herein. Likewise, the Rolling stock Supplier will participate in the Concession through the subscription of the Rolling Stock Supplier Agreement, whether or not shareholder or associate of the Concessionaire.
- 1.3.65 Project:** This is the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Grau Avenue.
- 1.3.66 Draft Contract:** This is the non-final Concession Agreement model to be delivered to the Bidders for their suggestions. None of the terms and/or opinions therein shall bind PROINVERSION, to the Committee and/or Grantor.
- 1.3.67 Legal Representative:** This is the individual resident in Lima (Peru) and appointed as such by the Bidder for the purposes of this Tender.
- 1.3.68 Data Room:** This is the area specified by the Committee which will contain information related to this project and may be only visited by Authorized Agents or Legal Representatives, after having signed the confidentiality Agreement and having paid the Participation Fee.
- 1.3.69 Envelope(s):** This individually or collectively refers to Envelopes 1, 2 and 3.
- 1.3.70 Strategic Partner:** This is the Bidder or, in the case of a Consortium, one of its members who independently comply with the requirements mentioned in Point

5.2.3 of the Tender Documents herein, and who, in case of obtaining the Concession Award, shall have to demonstrate upon the incorporation of the Concessionaire, the ownership of the Minimum Participation.

The Strategic Partner must comply with any and all the obligations of Concessionaire assumed pursuant to the terms and conditions of the Concession Agreement.

1.4. Legal Framework and Background

- 1.4.1 By Legislative Decree N° 418, the right to use the public roads for the construction of the infrastructure for the Electric System for Massive Transport of Lima and Callao was approved.
- 1.4.2 Emergency Decree N° 058-2001 ordered the transfer of AATE's administration to the Municipality of Metropolitan Lima as of June 1st, 2001, including resources funds, assets, staff and all documents.
- 1.4.3 Law N° 28670 declared of national interest the project Urban Train Line 1 extension from Puente Atocongo to Avenida Grau in Lima.
- 1.4.4 Legislative Decree N° 674 declared the Promotion of Private Investment in State-Owned Companies of national interest and created the Commission for the Promotion of Private Investment (COPRI), as the governing entity of the process. Legislative Decree N° 758 sets forth Regulations for Private Investment Promotion in Infrastructure for Public Utilities. Legislative Decree N° 839 published on August 20th, 1996, approved the Law for Private Investment Promotion in Public Works of Infrastructure and Public Utilities, creating, as entity in charge, the Commission for the Promotion of Private Concessions (PROMCEPRI).
- 1.4.5 Supreme Decree N° 059-96-PCM published on December 26th, 1996 approved the Regulations of the Single Uniform Text with force of law ruling the granting in concession public works of infrastructure and public utilities to the private sector. Supreme Decree N° 060-96-PCM published on December 27th, 1996 promulgated the Regulations of the Single Uniform Text with force of law ruling the granting in concession public works of infrastructure and public utilities to the private sector.
- 1.4.6 Law N° 27111 transferred the functions, attributions and jurisdiction of PROMCEPRI to COPRI.
- 1.4.7 Supreme Decree No. 027-2002-PCM, published April 24th, 2002, ordered the merge of COPRI, the National Commission on Foreign Investments and Technologies (CONITE) and the Economic Promotion Management of the Peruvian Promotion Commission into the Executive Board of the Privatization Fund (FOPRI) which was later renamed the Investment Promotion Agency (PROINVERSIÓN).
- 1.4.8 The Supreme Resolution No. 444-2001-EF published on September 15th, 2001, established the Special Committee for the Promotion of Private Investment in Projects of Infrastructure and Public Services. Supreme Resolution 065-2006-EF appointed the Permanent Members of PROINVERSIÓN Committee for the Projects of Infrastructure and Public Utilities.

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- 1.4.9 Emergency Decree N° 054-2001 empowers PROINVERSIÓN to assume responsibility for the Promotion of Private Investment Projects and for the granting of public works of infrastructure and public utilities, jurisdiction of the Municipalities, beneficial associations and other bodies of the State, under the mechanisms, procedures and benefits provided for in Legislative Decree N°674 and the Ordered Only Text (TUO) approved through Supreme Decree N° 059-96-PCM.
- 1.4.10 The Regulations of the Framework for Promotion of Decentralized Investment, Law N° 28059, approved by Supreme Decree N° 015-200 4-PCM, states that regional and local governments may request technical assistance of PROINVERSIÓN for the design and management of the Private Investment Promotion Process referred to in Article 18 of the Regulations. It also states that technical assistance may be in the form of commission.
- 1.4.11 Through Official Letter N° 009-2007-MML-ALC published on January 17th, 2007, the Mayor of Lima, in representation of the Municipality of Metropolitan Lima, requested PROINVERSIÓN to provide the Municipality with technical assistance in the form of commission for the implementation of the Private Investment Promotion Process.
- 1.4.12 The Board of Directors of PROINVERSIÓN in its meeting of January 18th, 2007 approved to accept the request made by MML through its Mayor. It also agreed to incorporate the Project to the process of Private Investment Promotion under the mechanisms and procedures in TUO approved by Supreme Decree N° 059-96-PCM and its Regulations approved by Supreme Decree N° 060- 96-PCM. Finally, the Board agreed to assign PROINVERSIÓN Committee for the Projects of Infrastructure and Public Utilities the management of the Private Investment Promotion Process.
- The above mentioned PROINVERSIÓN Board of Directors Agreement was ratified through Supreme Resolution N° 008-2007-EF, published January 19th, 2007 in the Official Gazette "El Peruano".
- 1.4.13 Technical Assistance Agreement in the form of commission between MML and PROINVERSIÓN was signed on March 16th, 2007, approved by MML Council Agreement N°003.
- 1.4.14 By Legislative Decree No. 1012 issued on May 13th, 2008, the Framework Law on Public - Private Partnerships for the generation of productive employment was approved and norms for expediting the process of promoting private investment were declared; this norm was regulated by Supreme Decree No. 146-2008-EF published on December 9th, 2008.
- 1.4.15 The Presentation of Envelopes N° 2 and N° 3 of the Project took place on January 28th, 2009, and was declared void due to the absence of proposals.
- 1.4.16 Supreme Decree No. 042-2009-EF, dated 19th February 2009 approved the current Organization and Functions Regulations of PROINVERSION.
- 1.4.17 The Metropolitan Council through Agreement N°064 concurs to:
- Commission PROINVERSIÓN to structure a new Concession scheme that enables the continuation of the project promoting process.

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- Approve the signature of the Inter-institutional Cooperation Agreement to be signed by the Municipality and the Ministry of Transport and Communications (hereinafter MTC).
- 1.4.18 By Supreme Resolution 036-2009-EF published on March 22nd, 2009, the PROINVERSION Special Committees were constituted and one of them is aimed to the Projects of Road, Railway and Airport Infrastructure – PRO INTEGRACIÓN.
- 1.4.19 By Supreme Resolution 047-2009-EF published on April 30th, 2009, the permanent members of the PROINVERSION Committee were appointed.
- 1.4.20 In accordance with the Inter-institutional Cooperation Agreement signed by the Municipality and the MTC, the implementation of the Project works is commissioned to this Ministry, taking as reference the technical dossier and existing basic technical specifications, as well as the development of selection processes to comply with the implementation of works.
- 1.4.21 In the Meeting of April 23rd, 2009, the Lima Metropolitan Council agrees to transfer the Autonomous Authority Electric Train (AATE) and the Project to the MTC.
- 1.4.22 By Emergency Decree No. 063-2009, published on June 07th, 2009, AATE of the Municipality of Metropolitan Lima and MTC merged, in the form of merge by absorption, corresponding to the first entity the status of being absorbed. This merge was completed through a transfer Commission, which transferred assets, resources, personnel and materials from AATE of the Municipality of Metropolitan Lima to MTC, which constituted AATE, the entity executing the project, within the Transport Sub Sector.
- 1.4.23 Through the Board of Directors Agreement dated August 07th, 2009, the amendments to the Plan of Promotion of Private Investment of the Project were approved and ratified by Supreme Resolution N° 082-2009-EF, issued on August 16th, 2009.
- 1.4.24 The Tender process referred to in these Tender Documents, shall be carried out according to provisions contained in the Tender Documents, and in matters not covered by said documents, according to the Regulations of the Supreme Decree N° 059-96-PCM and its complementary provisions, regulations and amendments.
- 1.4.25 By the article 3.3 I) of Legislative Decree N° 1017, dated June 4th, 2008, the State Contracting Law, it does not apply to this contest.
- 1.4.26 Without any disposition to the contrary, it is considered that any Bidder, Short-listed Bidder or Person who, directly or indirectly, participates in the Tender knows the contents of the Tender Documents herein and the Applicable Laws, which are listed below by way of example and not limitation:
- Political Constitution of Peru.
 - Law N°26887, General Law on Corporations.
 - Law N° 27785, Organic Law of the National Control System and Office of the Comptroller General of the Republic.
 - Law N° 28059, the Framework Law of Promotion of the Decentralized Investment.

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- Law N° 28253, Law that declares of Public Necessity the continuation of the implementation of the Electrical System for Massive Transport of Lima and Callao.
- Law N° 29289, Law of the Public Sector Budget for Fiscal Year 2009.
- Legislative Decree N° 295, Civil Code.
- Legislative Decree N° 418, authorizing the right to use public roads for the construction of the infrastructure of the Electric System for Massive Transport of Lima and Callao.
- Legislative Decree N° 1012 enacts the Framework Law of Public - Private Partnerships for the generation of productive employment and establishes rules for expediting the processes for private investment promotion.
- Emergency Decree N° 058-2001, transfers the administration of AATE to the Metropolitan Municipality of Lima from June 1st, 2001.
- Supreme Decree N° 059-96-PCM, Consolidated Text of the Regulations with Force of Law governing the Granting in Concession of Public Works of Infrastructure and Public Utilities to the Private Sector.
- Supreme Decree N° 060-96-PCM, Regulations for the Consolidated Text of the Legal Rules with Force of Law Governing the Granting in Concession of Public Works of Infrastructure and Public Utilities to the Private Sector.
- Supreme Decree N° 032-2005-MTC, which approves the National Railways Regulation.
- Supreme Decree N° 108-2006-EF issues dispositions concerning the Single Uniform Text of the Regulations with Force of Law governing the Granting in Concession of Public Works of Infrastructure and Public Utilities to the Private Sector regarding the nature of the concessions and co-financing of the State.
- By the Supreme Decree N° 146-2008-EF the Rules of the Framework Law of Public - Private Partnerships for the generation of productive employment are approved and the rules for expediting the promotion of private investment are set.
- Supreme Resolution N° 008-2007-EF ratifies PROINVERSIÓN Agreement related to the Promotion of Private Investment for the “Project of Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador – Avenida Grau, by Av. Aviación.”
- Supreme Resolution N° 039-2007-EF ratifies PROINVERSIÓN Agreement related to the approval of the Incorporation of the Private Investment of the “Project of Electric System for Massive Transport of Lima and Callao, Line 1.”
- Supreme Decree N° 008-2009-MTC empowers Proviás Nacional to operate the Urban Electric Train.
- Emergency Decree N° 032-2009 issued 28.02.2009 which entrust the Ministry of Transport and Communications the implementation of Works for the Extension of Line 1 of the Project of Electric System for Massive Transport of Lima and Callao.
- Emergency Decree N° 034-2009 issued 10.03.2009 which dictates the extraordinary measures for the implementation of the proposed extension of Line 1 of the Lima Urban Train from Puente Atocongo to Avenida Grau.
- Emergency Decree N° 063-2009, approves the merge by absorption of AATE, from the Lima Metropolitan Municipality to the Ministry of Transport and Communications.
- Ministerial Resolution N° 508-2009-MTC/01, creates the Executing Agency AATE.
- Supreme Resolution N° 082-2009-EF ratifies PROINVERSIÓN Agreement, which approves the amendments made to the Project of Incorporation of

the Private Investment of the “Lima Callao Mass Transport Electric System, Line 1, between Villa El Salvador – Avenida Grau”.

- Supreme Resolution N° ratifies PROINVERSION Agreement related to the amendments made to the Incorporation of the Private Investment Promotion of the “Project of Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador – Avenida Grau, by Av. Aviación.”
- Other Laws applicable to the Tender, as amended, revoked, replaced or interpreted in the future.

1.5. Committee Powers

- 1.5.1 The Committee's role is to lead the process of promoting private investment that motivates the Bid subject of the Tender Documents. It is empowered to promote, plan, regulate, modify, manage, supervise, monitor and make arrangements that are deemed relevant or necessary for the implementation of said process, solve everything that is not provided in the Tender Documents or Applicable Laws and, in general, to perform all other duties assigned to him by Applicable Laws.
- 1.5.2 The Committee may revise the term limits specified in these Tender Documents. The present tender may be suspended or cancelled if the Committee considers it advisable, without explaining the cause and without incurring any liability as a result. Any amendment to these Rules shall be communicated to the Bidders through circulars.
- 1.5.3 The mere submission by a Bidder of the information provided in these Tender Documents and/or requested by the Committee for purposes of Prequalification of a Bidder does not bind the Committee to declare it as a Prequalified Bidder, nor does the submission of a proposal compels the Committee to accept it. The mere submission of the Bidder's Prequalification Documents implies the full knowledge, acceptance and unconditional submission by the Bidder, the Short-listed Bidder or Contractor, as appropriate, of each and every one of the procedures, obligations, conditions and rules, without exception, set out in the Tender Documents, which legally bind them, as well as its irrevocable and unconditional waiver, to raise before any jurisdiction or authority, any action, claim, demand or claim for compensation against the State of the Republic of Peru, the Ministry of Transport and Communications, PROINVERSIÓN, the Committee, its members, advisors, or any other entity, agency or official of the State Government of the Republic of Peru for the exercise of the power under these Tender Documents.

1.6. Concession Agreement

- 1.6.1 The Draft Contract shall be made available to the Bidders in accordance with the provisions of the Schedule of Exhibit 12 of the Tender Documents.
- 1.6.2 The Bidders may submit suggestions to the Draft Contract within the term limits specified in Exhibit 12 of the Tender Documents, with the same formalities specified in Points 3.1.1 and 3.1.2. The Committee is not obliged to accept the suggestions that the Bidders or Short-listed Bidders formulate on the Draft Contract.

1.7. Schedule of the Tender

The dates for the activities of the Schedule are presented in Exhibit 12 of the Tender Documents.

The Committee may amend the dates of the Schedule at any time, which will be communicated to stakeholders by Circular.

1.8. Interpretation and references

- 1.8.1 The terms and expressions used in the Tender Documents herein shall be construed in their natural and obvious sense, unless another meaning has been specifically assigned to them in the document hereto or its exhibits, or if it is inferred from its context, and, in any case, according to current regulations of the State of the Republic of Peru. It will be considered, without admitting proof in contrary, that any participant in this process knows the current laws and regulations in the State of the Republic of Peru which are applicable in this case.
- 1.8.2 The titles of chapters, points, forms and exhibits of the Tender Documents herein are exclusively used as indication and shall not affect the contents' interpretation.
- 1.8.3 In case of contradiction between what is stipulated in these Tender Documents and in any of its exhibits, what is stipulated in the Tender Documents shall prevail unless the exhibits have expressly, clearly, and unequivocally stated that their contents amend what is stipulated in the Tender Documents. In every case, "amendments" and Circular Letters contents referred to in the Tender Documents herein prevail over Tender Documents provisions even if not expressly stated.

1.9. Technical background available to Bidders

Different technical background, documents and existing studies shall be made available to Bidders in the Data Room referred to in Point 3.2 of the Tender Documents herein.

The list of these documents is shown in Appendix 1 of the Exhibit 8 of the Tender Documents.

2. AUTHORIZED AGENTS AND LEGAL REPRESENTATIVE

2.1 Authorized Agents

2.1.1 Appointment of Authorized Agents

Each Bidder shall appoint up to two (2) individuals domiciled in the city of Lima or Callao as their Authorized Agents for the purposes of the present Bid.

2.1.2 Appointment Letter

Appointment of Authorized Agents shall be made through a simple letter signed by the Bidder expressly stipulating their powers and including the corresponding information pursuant to Points 2.1.3 and 2.1.4.

2.1.3 Granted Powers

Duly appointed Authorized Agents may indistinctly act, and not necessarily jointly, and will be the only persons authorized by the Bidder to:

- I. Represent the Bidder before PROINVERSION, the Committee and the advisers on every affair other than those which are exclusive jurisdiction of the Legal Representative pursuant to Point 2.2.1;
- II. Answer, on behalf of the Bidder and with binding effect for their power grantor, all the questions the Committee may formulate;
- III. Receive judicial or extra-judicial Notices;
- IV. Subscribe, with a binding effect for the Bidder, the Non-Disclosure Agreement referred to in Point 3.2.2.
- V. Submitting Envelopes N°1, N°2 and N° 3, without detriment to the formalities they must comply with.

2.1.4 Information

The information the Bidder must provide in connection with each one of the Authorized Agents will be the following: name, identity document, common domicile in the city of Lima or Callao, telephone numbers, fax numbers and e-mail address.

2.1.5 Notices

Every extra-judicial notices addressed to the Bidder may be done to any of the Authorized Agents via fax and/or e-mail with complete transmission confirmation issued by the respective communication addressee via another fax and/or e-mail, in which case it will be understood as received on the date in which the issuer transmission is completed; or through letter delivered by courier or by notary, in which case it will be understood as received on the date of its delivery, and any notice made in the common domicile pointed out by the Authorized Agents referred to in Point 2.1.4 is understood as well done and effective.

2.1.6 Substitution

The Bidder, following communication in writing addressed to the Committee that complies with the same requirements mentioned in Point 2.1.2, may substitute any of the Authorized Agents at any time, or vary the domicile, telephone numbers or fax numbers and e-mail pointed out for the Authorized Agents, taking into account that the common domicile, the telephone and fax numbers, and e-mail shall be fixed within the city of Lima or Callao. The Authorized Agents appointment or variation of their domicile, telephone, fax or e-mail, be it the case, come into effect as from the date in which the respective communication issued by the Bidder is received by the Committee.

2.2 Legal Representative

2.2.1 Appointment and Powers

The documents submitted in Envelopes No. 1, No. 2 and No. 3 and, generally, all the documents the Bidder submits in connection with the Tender shall be signed by the Legal Representative of the Bidder submitting said documents which should be duly authorized to that effect, pursuant to the Point hereto.

The Bidder may only appoint up to three common Legal Representatives to represent it, jointly or individually, pursuant to the Point hereto. The domicile,

fax number, telephone number and e-mail address of the Legal Representatives, as well as their substitution are subject to what is stipulated in Points 2.1.4, 2.1.5 and 2.1.6.

The powers granted to the Legal Representatives must include, among others, the powers stipulated in Point 2.1.3, and shall also allow them, individually or jointly, to sign on behalf of their power grantor, all the documents which the Tender Documents so require, including specifically the power to start the challenge procedures foreseen in the Tender Documents, sign the Proposal Submission Letters and subscribe the Agreement.

In case the Bidder is a Consortium, the appointment of their Legal Representative shall be made jointly by the Consortium participants who have the authorization to do so. Said authorizations shall be accredited through the submission of a notary authenticated copy of the power of attorney or equivalent document.

2.2.2 Power of Attorney - Submission

The power of attorney by which the Legal Representatives are appointed shall contain the corresponding representation powers, as well as the information referred to in Point 2.1.4 of the Tender Documents. It will be jointly submitted with the Credentials in Envelope No. 1.

Alternatively, the information mentioned in Point 2.1.4 may be submitted through simple letter, with a legalized signature of the Bidder's Legal Representative.

The appointment of the new Legal Representative will only come into effect as from the date in which the Committee receives the documents that duly certify said appointment.

2.2.3 Power of Attorney – Legal formalities

Powers of attorney granted in Peru shall be registered through a public deed or in a notary certified copy of the minutes in which the corresponding corporation institution grants them.

The power granted outside Peru appointing a Legal Representative shall be:

- I. Duly formalized or authenticated before the corresponding consulate of Peru and a simple translation into Spanish shall be joint in case it was issued in a different language;
- II. Countersigned before the Ministry of Foreign Affairs of Peru;

In the case of the legal representatives of Rolling Stock Supplier, Strategic Partner and Operations Technical Advisor, the powers with the formalities described in the preceding paragraphs, must be submitted no later than the Closing Date.

2.2.4 Registration in the Public Record Office

In no case it will be demanded that, when submitted, the Legal Representative's powers are registered in the Public Registry. However, they shall be registered

in the corresponding Public Record Office before the Closing Date in case his represented becomes the Awardee. This provision also applies to legal representatives of the Strategic Partner and Operations Technical Advisor.

3. INQUIRIES AND INFORMATION

3.1. Inquiries about the Term Documents and Suggestions to the Contract Project

3.1.1. Term for inquiries and suggestions

From the indicated dates in Exhibit No. 12 to the dates mentioned in the same Exhibit, the Bidders and Short-listed Bidders, exclusively through their Authorized Agents and/or Legal Representatives, as appropriate, may make any inquiries about the Term Documents and suggestions to the Draft Contract.

3.1.2. Formality of inquiries and suggestions

The inquiries and suggestions should be written in Spanish and sent to:

Sra. Christy García Godos Naveda

Jefe de Proyecto

PROINVERSIÓN

Av. Paseo de la República 3361, Piso 1, San Isidro - Lima, Perú

Telephone: 612-1200 Local extension: 1211-1362

Fax: (+51-1) 221-6224

E-mail: cgarciagodoss@proinversion.gob.pe.

3.1.3. Circular Letters

The Committee will answer the inquiries made according to Point 3 through Circular Letter to all the Bidders or Short-listed Bidders, as appropriate, without specifying who made the inquiry.

The Committee is not obliged to reply the inquiries on the Tender Documents unrelated to this Tender.

If the Committee, at any time, considers it necessary to clarify, amend or complete the Tender Documents, it shall issue a Circular Letter for that purpose. Said Circular Letter shall be addressed at the Authorized Agents and sent to the common domicile pointed out in Point 2.1.4 of the Tender Documents herein. All the issued Circular Letters shall be published on the web page of PROINVERSIÓN www.proinversion.gob.pe and shall be available for revision in the Data Room.

After the prequalification of the Bidders, Circular Letters shall only be sent to Short-listed Bidders, and after presenting Envelopes N° 2 and 3, only to Bidders who submitted proposals.

The Circular Letters issued by the Committee will make integral part of the Tender Documents hereto and they are, hence, legally binding for all the Bidders and Short-listed Bidders.

3.2. Access to Information – Data Room

3.2.1. Access to Data Room

The Bidders who have paid the Participation Fee and have signed the Non-Disclosure Agreement shall have access to the Project's information, which will be available for any consultation in the Data Room up to the date indicated in the Schedule. This Data Room is located in Jr. Solidaridad s/n cuadra 8, Parque Industrial de Villa El Salvador, Villa El Salvador, Lima, Peru.

The use of the Data Room shall be coordinated with the Data Room management stipulated in the rules set forth for its operation contained in the "Data Room User Guide", Exhibit No. 8.

The Bidders, through written communication sent to the Committee by any of their Authorized Agents or Legal Representatives, shall provide the name of the people who will have access to the Data Room. The Bidders will coordinate visits to the Data Room with the Data Room management.

3.2.2. Non- disclosure Agreement

The Authorized Agents shall sign the Non-disclosure Agreement included in Exhibit No. 1 so that the Bidder has access to the Data Room.

3.2.3. Contents of the Information in the Data Room

The list of documents is attached to the Appendix No. 1 in Exhibit No. 8 of the Tender Documents.

The addition of any document to the Data Room shall be communicated through Circular Letter.

3.3. Request for interviews

Every Bidder, through the Authorized Agents and/or Legal Representatives, as appropriate, shall have the right to interview officials from the Committee or the Project Director, up to the day before the last day established to submit the Envelope No. 1, and in case of the Short-listed Bidders, they may do so until the submission date of Envelopes No. 2 and 3, with a previous coordination with the Committee for the organization of such interviews and visits.

If the interviews requested by the Bidders are related to technical issues, the Committee may ask MTC personnel to be present in said meetings.

3.4. Limitation of Liability

3.4.1. Independent decision of Bidders

All Bidders shall base their decision of submitting their Technical and Economic Bid in their own research, examination, inspection, visits, interviews, analyses and conclusions on the available information and on information which they have specifically gathered at their own and entire risk.

3.4.2. Limitation of liability

The State of the Republic of Peru or any agency, PROINVERSION, the Committee, or their advisors are not liable, do not guarantee neither expressly nor implicitly, the totality, integrity, reliability or truthfulness of oral or written information supplied to the effect or within the Tender. Consequently, none of the persons participating in the Tender may attribute any responsibility to any of the aforementioned parties or their representatives, agents or dependents for the use that may be given to such information or for any inaccuracy, insufficiency, fault, outdating or for any other reason not expressly considered in the Point hereto.

3.4.3. Scope of Liability

The limitation referred to in Point 3.4.2 includes, in the broadest possible way, every information related to the Tender that is effectively known, unknown information and information that should have been known at a certain point, including possible errors or omissions therein contained, by the State of the Republic of Peru or any other agency, entity or official pertaining to it or by PROINVERSION, the Committee or its advisors. Likewise, said liability limitation includes every information, be it supplied or not or prepared directly or indirectly by any of the aforementioned parties.

The liability limitation also includes any information available in the Data Room as well as that supplied through Circular Letter or any other kind of communication, which is acquired during visits to facilities related to the Tender and those mentioned in the Tender Documents herein, including all its Forms and Exhibits.

3.4.4. Acceptance by the Short-listing Bidder of Point 3.4

The sole submission of short-listing documents shall constitute, with no need of further act, acceptance of stipulations in Point 3.4 by the Bidder and, correspondingly, the Concessionaire, as well as its irrevocable and unconditional waiver, in the broadest way possible that current Applicable Laws so permit, the right to put forth any action, reconvention, exception, claim, demand or indemnity request against the State of the Republic of Peru or any agency, entity or official, or PROINVERSION, the Committee or its advisors.

4. SUBMISSION OF ENVELOPES N°1, N°2 AND N°3

4.1. Submission

4.1.1. Submission of General Documentation for Short-listing (Envelope N° 1)

The submission of documentation for short-listing contained in Envelope No. 1 will be carried out in the Committee offices located at Av. Paseo de la Republica 3361, San Isidro, Lima, Peru, within the term set out in Exhibit N° 12 of the Tender Document herein.

4.1.2. Submission of Envelopes N° 2 and N° 3

The Short-listed Bidders shall submit Envelope N° 2 and Envelope N° 3 to the Committee or any person that it appoints and in the presence of a Notary Public

at the place and time that shall be opportunely communicated by Circular Letter.

4.1.3. Submission of Envelopes by Authorized Agents or Legal Representative

Envelopes No. 1, No. 2 and No. 3 may only be submitted personally by one of the Authorized Agents or by the Bidder's Legal Representative. Documents issued by postal mail, fax or any other type of communication shall not be accepted or received.

4.2. Language

Unless expressly otherwise indicated by the Tender Documents herein, all the documents shall be submitted in Spanish or accompanied by a simple translation into Spanish. If there is any discrepancy between texts in different languages, the text written in Spanish will prevail.

In the case of attaching brochures and catalogues in a foreign language which are not required by the Tender Documents, the Committee may request their translation into Spanish for a better understanding of the documents.

4.3. Original Documents and Copies

The documents in Envelopes N° 1, N° 2 and N° 3 shall be submitted in original or copy certified by a notary and two photocopies, properly labeled as "Original", "Copy 1" and "Copy 2" in the first page. The photocopies shall not require any notary legalization.

Without disregarding the previous paragraph, if the documents have been issued or granted abroad, the Awardee should submit, on the closing date, said documents duly legalized by the Peruvian Consulate and respective legalization before the Ministry of Foreign Affairs, except for the certificates and financial statements audited or not.

4.4. Submission of Envelopes N° 1, N° 2 and N° 3

4.4.1. The Envelopes shall be submitted properly closed and clearly labeled on the front with the indications "Envelope N°1" or "Envelope N°2" or "Envelope N°3", respectively; and the Bidder's name.

4.4.2. All the documentation submitted in the Envelopes shall be perfectly legible and shall be clearly paged, in a correlative way and initialed on each page by the Legal Representative. Likewise, a detailed list of all the documents included in each Envelope shall be added.

4.4.3. In case there is any discrepancy between a figure expressed in numbers and in words, the amount expressed in words shall prevail.

4.5. Cost of Preparation and Submission

The Bidder shall pay for all the direct or indirect costs or expenses incurred in connection with preparing and submitting Envelopes No. 1, No. 2 and No. 3, as

the case may be. The State of the Republic of Peru or any agency, entity or official pertaining to it, or PROINVERSION, the Committee or the advisors shall not be responsible in any case for such costs, regardless of the way in which the Tender or its result are carried out.

5. CONTENT OF ENVELOPE N° 1 (CREDENTIALS) PREQUALIFYING REQUIREMENTS:

Only Persons or Consortia may participate in the Tender herein.

A Person, direct or indirectly, individually or through a Consortium, cannot participate in more than one Technical and Economic Proposal.

The Participation Fee in the Prequalification Stage is one thousand and 00/100 Dollars (US\$1,000.00), including IGV tax, and grants its holder the right to participate in the Tender. This amount is non-refundable.

To be able to submit Envelope N°1, the Bidder shall have paid the Participation Fee and provide, through submission of Envelope N° 1, the information detailed below, which will be considered as a Sworn Statement.

The Bidder in the Prequalification Stage, who decides not to participate in the Tender, may transfer this right to a person of its group or to a third party. To that effect, the bidder shall submit in Envelope No. 1, Form 2 in Exhibit N°3 of the Tender Documents, with an authenticated signature of the transferor.

5.1. General Information

The Bidder shall accredit its commitment of submitting truthful information, through the presentation of the Form 1 of Exhibit N°3, which shall have a status of Sworn Statement. This Sworn Statement shall be submitted to the Committee through a simple document duly signed by the Legal Representative of the Bidder, whose signature shall be legalized.

The Committee reserves the right of verifying the veracity of all the documentation submitted by the Bidder during the different stages of the Tender, which does not limit the liability of the Bidder due to any possible deficiency or lack of veracity of the data or the information submitted.

The lack of veracity or deficiency in the data or in the information submitted by the Bidder and detected by the Committee empowers the Committee to disqualify it at any stage.

5.2. Prequalification Requirements:

To be short-listed, the Bidder must meet the following minimum requirements regarding technical, legal and financial matters:

5.2.1. Technical Requirements

In order to certify the Bidder's technical capacity, the following provisions shall be observed:

5.2.1.1. Experience in operation:

The Bidder, through its Operations Technical Advisor must meet the requirements listed below in order to demonstrate the experience in Operation:

Proven experience in operating an underground or urban railway transport system, with seniority not less than to In the last year of that period, must have transported using said underground or urban railway transport system with at least (.....) passengers. Adding the number of passengers of more than one underground or urban railway transport system for the purpose of proving the experience will not be permitted.

In this regard, it should be noted that an underground or urban railway transport system is one that operates within a metropolitan area and whose components and operation are well coordinated contributing to the objective of transporting passengers.

For the purposes of certifying compliance with these requirements, Form 3 of Exhibit N°3 of the Tender Documents must be completed and the certificates or technical statements must be submitted pursuant to the requirements of Appendix N°1 of Exhibit N°3 of the Tender Documents.

In order to link the operation experience with the Bidder a Letter of Commitment to enter into an Operations Technical Assistance Agreement shall be submitted in accordance with Form 5 in Exhibit N°3.

Alternatively to the submission of Form 5 in Exhibit N° 3, the Bidder may present the following documents concurrently: i) Form 7 of Exhibit N°3, Letter of Commitment of Contracting an Operations Technical Advisor ii) letter of commitment or equivalent document, where the Operations Technical Advisor will certify his operations experience through the Bidder and will declare his intention to participate in the Concession of the Tender.

According to the provisions of the Operations Technical Assistance Agreement the Operations Technical Advisor must remain in the Concession for a minimum of ten (10) years from the Closing Date, during this period the Operations Technical Advisor may not be replaced, except in the cases stated by the Concession Agreement.

The Operations Technical Advisor may relate to more than one Bidder by submitting commitments to the Operations Technical Assistance Agreement.

Notwithstanding the foregoing, the Operations Technical Advisor may have participation in the Bidder. In this case, its participation will be solely and exclusively. Therefore, that is to say:

- a) He shall not have participation in more than one Bidder.
- b) He may not link his experience in Operations with another Bidder if the Operations Technical Advisor participates as part of a Bidder.

The aforementioned impediment affects the Subsidiary Companies and the Holding Company of the Operations Technical Advisor.

The accreditation of Operations Technical Advisor may be done under any of the following options:

- a) The Operations Technical Advisor himself is the one who has the required operations experience.
- b) The Operations Technical Advisor owns at least 30% of the shares of one or more Persons. Said Persons must have, individually or jointly, the required operation experience. Additionally, the Operations Technical Advisor must have responsibilities clearly related to the operation of one or more underground or urban railway transport systems, either directly or through said Person.

5.2.1.2. Experience in Provision of Rolling Stock

The Bidder, through the Rolling Stock Supplier must meet the requirements listed below in order to certify the experience in provision of Rolling Stock:

Having been responsible in the past (....) years, for manufacturing and / or supplying of at least (.....) carriages or wagons for one or more underground or urban railway transport systems compatible with the purpose of this project.

For purposes of certifying compliance with these requirements, Form 4 of Exhibit N°3 of the Tender Documents must be completed, and the certificates and technical statements must be submitted pursuant to the requirements in Appendix 1 to Exhibit N°3 of the Tender Documents .

In order to link the experience in the provision of Rolling Stock with the Bidder a Letter of Commitment to sign a Rolling Stock Supply Agreement shall be submitted in accordance with Form 6 in Exhibit N°3 .

For these purposes, a Rolling Stock Supplier may be linked to more than one bidder by submitting the Rolling Stock Supply Agreement.

The Rolling Stock Supplier may have participation in a Bidder. In this case, its participation will be solely and exclusively. Therefore, that is to say:

- c) It shall not have participation in more than one Bidder.
- d) It may not link its experience in the provision of Rolling Stock with another Bidder if the Rolling Stock Supplier participates as part of a Bidder.

5.2.2. Legal Requirements:

Additionally, the Bidder shall certify the solemn compliance of the following legal requirements:

5.2.2.1 That the Bidder is a Person or a Consortium, having to certify this requirement through the submission of the following:

- Certified copy of the Bidder's incorporation charter. In case of a Consortium, the incorporation charter of each of its members or certified copy thereof will be required. As an alternative for the incorporation charter of the Bidder or the Consortium members, a certified copy of the statute currently in force or equivalent issued by the competent authority in their country of origin will be accepted, whether from the Bidder or Consortium members.
- A Sworn Statement signed by the Legal Representative of the Bidder, in the event of a Person, confirming its existence, in compliance with legal regulations which may apply under the law of origin, written pursuant to the

Comprehensive Projects Tender for the Concession of the Special Project Electric System of the Massive Transport for Lima and Callao, Line 1, Villa El Salvador- Grau Avenue

model that appears in Form 1 of Exhibit N°4. If the Bidder is a Consortium, instead of the previous form, a Sworn Statement signed by the Legal Representative of the Bidder must be submitted, confirming the existence and joint liability of the members regarding the obligations assumed and Sworn Statements submitted, written in accordance with the model that appears in Form 2 of Exhibit N° 4. The signature of the Legal Representative in these Sworn Statements must be certified by a notary, and,

- A Sworn Statement, pursuant to the model that appears in Form 3 of Exhibit N° 4, signed by the Legal Representative of the Bidder, indicating the participation percentage of each shareholder of the Bidder. In the case of a Consortium, such information will also be required for each of its members, as appropriate.

5.2.2.2 That the Bidder, or one of its shareholders or associates members, or a Subsidiary Company related to the bidder or one of its shareholders or associates members, has been the Person who paid or acquired, through assignment of rights, the right to participate in the Prequalification Stage. To certify this, simply submit a copy of Proof of Payment of said Fee or of the communication through which the assignment in its favor is accredited, as appropriate. Additionally, a Sworn Statement explaining the binding relation between the Bidder and said Person, as outlined above.

5.2.2.3 To have Legal Representative according to the requirements set forth in Point 2.2 accrediting it by submitting a certified copy of the respective power of attorney. In addition, the Bidder must submit a certified copy or plain copy of the powers of attorney of the Legal Representatives of the Strategic Partner, Operations Technical Advisor and Rolling Stock Provider, who sign the forms. In the case of the Operations Technical Advisor a certified copy or plain copy of the power of attorney of his Legal Representative, only if he signs the Form 5 of Exhibit N°3.

5.2.2.4 A Sworn Statement according to the model that appears in Form 4 of Exhibit N°4, signed by the Bidder's Legal Representative, stating that the Bidder, its shareholders or associates and the shareholders or associates of the latter, in case the Bidder is a Consortium, do not incur in any cases of non compliance with their contractual obligations as detailed in said model.

Once the Concession Award is obtained, the company shall comply with the said requirements when subscribing the Agreement.

Likewise, those who are within the scope of Article 1366 of the Civil Code and/or Law N°29290 cannot be Bidders.

5.2.2.5 A Sworn Statement, pursuant to the model attached as Form 5 or 5-A, depending on the case, to Exhibit N° 4 signed by the Bidder's Legal Representative, stating that the Bidder, its shareholders or associates and its members and their shareholders or associates of the latter, in case the Bidder is a Consortium, have waived the right to invoke or exercise any privilege or diplomatic immunity or other, or any claim through diplomatic channels and to any compensation or other in connection with said claim that can be initiated by or against the State of the Republic of Peru, or its agencies, PROINVERSIÓN, the Committee, its members and advisors, under the Peruvian law or under any other legislation in connection with their obligations on the Tender Documents herein, as well as the Economic Bid, the Technical Bid and the Contract.

5.2.2.6 A Sworn Statement, pursuant to the model attached as Form 6 to Exhibit N° 4 signed by the Bidder's Legal Representative, declaring that the Bidder's advisors for the current Project have not directly supplied any kind of services to PROINVERSION or the Committee in the last year, whether full time, part time or temporary, in connection with the current private investment promotion process related to the Project.

5.2.2.7 A Sworn Statement, pursuant to the model attached as Form 7 or 7-A, depending on the case, of Exhibit N° 4 signed by the Bidder's Legal Representative, stating that the Bidder, its shareholders or associates, in case of a Consortium, as well as the shareholders or associates of the latter, in case of a Consortium do not have direct or indirect share in any other Bidder.

For those corporations having their shares listed in stock markets, the participation mentioned in the preceding paragraph shall be limited to those cases where the management control of said bidder is exercised, or that of any of its members, in case of a Consortium, pursuant to the Indirect Property, Relatedness and Economic Group Regulations approved by CONASEV RESOLUTION N° 090-2005-EF-94.10 modified by RESOLUTION CONASEV N° 005-2006-EF/94.10 or the regulation that substitutes it. To certify this fact, submission of a Sworn Statement in that sense shall suffice. It shall be drafted pursuant to Form 7-A of Exhibit N° 4 and shall be duly signed by the Legal Representative.

5.2.2.8 Incorporation Commitment

5.2.2.8.1 The Bidder shall submit a Sworn Statement indicating its intention to form a concession company in Peru, the same which may adopt any of the corporate modalities regulated by the General Corporations Law. In the case of a Consortium, the Concessionaire shall be constituted at least with the same shareholders, associates or members that are part of the Bidder to the date of submission of Envelope N° 2.

Regarding to the Corporate Capital of the Concessionaire, the minimum required is Dollars (US\$.....), which shall be subscribed and paid pursuant to what is stipulated in the Concession Agreement.

The format of Sworn Statement to be used is in Exhibit N° 5, Form 1A or 1B, depending on the case, of the Tender Documents.

5.2.2.8.2 In the Concessionaire Shareholder Structure the participation of any Person who has submitted, directly or indirectly through a Related Company, an economic

proposal in the Tender will not be accepted. Also, there shall be Strategic Partner who must own and keep a Minimum Share that shall never be less than 25%.

5.2.2.8.3 The Strategic Partner shall own and keep a Minimum Share, until ten (10) years after the Closing Date, according to the terms and conditions established in the Concession Agreement. During this period, the Strategic Partner may transfer or assign his participation in full, prior authorization of the Grantor, to a new strategic partner, who must certify the requirements and conditions set forth in these Tender Documents.

5.2.3. Financial Requirements

5.2.3.1 The strategic partner will be: i) the Bidder, in case of a Person, or ii) A member, in case of a Consortium. To that end, it must certify strict compliance with the following financial requirements:

5.2.3.1.1 A minimum net equity equivalent to US\$
(.....Million dollars) to 31 December 2008 or to the closing of its latest audited financial year.

To the effect of certifying the minimum Net Worth, it shall be considered the Strategic Partner's net worth by itself or the net worth presented in the consolidated statements of the Strategic Partner and its Subsidiary Companies, if any.

5.2.3.1.2 The strategic partner must certify also total assets of at least U.S. \$
... .. (.. .. Millions dollars) to December 31st, 2008, or to closure of its last audited financial year.

To certify the total assets, it will be considered the total assets of Strategic Partner by itself, or the total assets presented in the consolidated statements of the Strategic Partner and its Subsidiary Companies, if any.

5.2.3.2 The certification required in Points 5.2.3.1.1 and 5.2.3.1.2, shall be submitted in accordance to Form 2 of Exhibit N°5, which must be signed in original by the Legal Representative of the Bidder and the Strategic Partner.

5.2.3.3 The Strategic Partner shall submit its audited financial statements (individual or consolidated, as appropriate) for the years 2006 and 2007. For 2008, the presentation of financial statements may be unaudited.

Alternatively to the presentation of financial statements for the year 2008, the Bidder may submit a Sworn Statement duly signed by the legal representative of the Strategic Partner through which it declares that the financial statements for the year 2008 does not present significant changes with respect to the levels of net equity and total assets required by the Tender Documents.

Said documents must be submitted, in Spanish or English, not requiring a translation in the latter case.

5.3. Verification of the information submitted to the Committee

As from documentation submission referred to in Point 5 and to the Closing Date, the Bidder commits itself to make available every document required by

the Committee in order to verify the validity of the documentation submitted according to the aforementioned Point.

5.4. Verification of legal requirements

Up to the closing date, the Awardee and each one of its members, in the case of a Consortium, shall submit to the Committee the certification of not being prohibited from participating in the selection process or to contract with the State of the Republic of Peru issued by the State Contracting Supervisory Entity (OSCE, Organismo Supervisor de Contrataciones del Estado). In case the existence of fraud in the provided information is determined, the Award will be revoked and the stipulations included in Point 10.3 shall be applied.

The certificates and powers of attorney required for purposes of prequalification may be submitted according to the formalities of the country of origin, provided that any relevant government entity certifies that said formality is followed in that country.

5.5. Simplification Mechanism

It is the mechanism through which the Bidders who may have prequalified in any process carried out by PROINVERSIÓN, could ask the Committee to issue a "Validity Certification of Short-listing Documents/Credentials" indicating the documentation that may have been submitted in another process for the purposes of short-listing or Credentials submission, as well as the submission date of said documentation. Said certification shall not be issued in relation to the documentation that may have been in possession of the Committee for more than two (2) years.

The Bidder that submitted the short-listing documents or Credentials in a specific process, shall only submit, in order to apply for the short-listing or submit Credentials in the present process:

- The Validity Certification of Short-listing Documents,
- A Sworn Statement indicating that the documentation referred to in the "Validity Certification of Short-listing Documents/Credentials" is still valid, according to Form 8 of Exhibit N°4 of the Tender Documents.
- New or additional documentation required for prequalification purposes, pursuant to the Tender Documents; and
- Copy of the Participation Fee Receipt.

6. PRESENTATION OF THE ENVELOPE No. 1 AND RESULTS OF THE PREQUALIFICATION

6.1. Presentation of Envelope No. 1

The Bidders will submit the Envelope No 1, on the scheduled appointment, place and time indicated for each one.

The Envelope No. 1 will be received by the Committee or by an Evaluation Committee of the Envelopes No.1, designated by the Committee, and it will be opened in the presence of the Notary Public; a minutes will be elaborated to register the submission of the corresponding Bidder, and the number of pages of the documents included in it. The pages should be properly numbered.

In the above referred minutes, the acceptance or rejection of the Envelope No. 1 will be registered. The Envelope No.1 can only be rejected if any of the following requested forms which refer to the technical capacity and financial requirements are not submitted: Forms 2, 3, 4, 5, 6 and 7 of the Exhibit 3 and Form 2 of the Exhibit 5. Also, if it is the case, the observations made by the Bidder will be registered.

In the evaluation subsequent to the reception of the Envelope No. 1, if the Evaluation Committee deems the existence of Defects in the Envelope No.1, it will urge the Bidder to rectify and complete the Defects until the date indicated in the Exhibit 12, under warning of being excluded from the qualification.

Additionally, in order to facilitate the exam, verification and comparison of data and requirements, the Evaluation Committee of the Envelope No.1 will be able to request any Bidder to clarify the information contained in the Envelope N° 1, by writing, which does not imply any modification of its content. The Clarification form and the corresponding answer will be done in writing, according to the previous paragraph.

Within the maximum period indicated in the Schedule, the Committee will issue a statement determining the Bidders Prequalified to participate in the following stages of the process of Evaluation, according to the Evaluation Committee of the Envelope No.1.

6.2. Announcement of the Prequalified Bidders

The Committee will inform about the results of Prequalification process the date showed in the Exhibit No.12 through a special communication to each and every one of the Prequalified Bidders.

Any Prequalified Bidder can form a Consortium of up to five (5) calendar days before the presentation of the Envelopes No.2 and No.3. During said period, in case of a Consortium, the Prequalified Bidders can also make changes in their structure. If the change implies the incorporation of a new member that needs to prove some type of experience or requirement of the Tender Documents; the new member should meet all the corresponding prequalification requirements. For these purposes, the Bidder should present the following documents:

- i) Form 1 or 2 of the Exhibit 6, as corresponds, properly undersigned by the Bidder's Legal Representative, and by the legal representative of each member.
- ii) Form 3 of the Exhibit 6 properly undersigned by the legal representative of the new member.
- iii) Corporation charter or its certified copy of the new member. Alternatively, a certified copy of the valid Bylaws or equivalent document issued by the respective authority in its country of origin will be accepted
- iv) A simple copy of the power of attorney of the legal representative of the new member.
- v) Forms set in the Points 5.2.1.1, 5.2.1.2., in case the new Person proves experience in operation and supply of Rolling Stock, respectively.

If the new member does not need to prove any experience or requirement demanded in the Tender Documents, the presentation of the documents in the above mentioned subsections i) to iv) will be required.

If a member of a Prequalified Consortium is to withdraw, the Consortium should present a new Form 3 of Exhibit 4 with the new participation percentages.

If the only member who proved some type of experience or requirement of the Tender Documents is to withdraw, the Point 11.5 should be applied: Substitution of the Operations Technical Advisor and the Rolling Stock, considering that the new member could be or not a shareholder or associate of the Concessionaire.

No change will decrease the participation of the Strategic Partner.

All the documents presented in virtue of this Point will be part of Envelope No.1 for all the effects considered in the Tender Documents and the Contract.

The changes should be presented to be evaluated by the Committee within the previous period indicated. The Committee reserves the right to accept these changes.

The decision of the Committee on the prequalification will be final and will not be subject to be challenged.

7. CONTENT OF ENVELOPES No. 2 AND No. 3

7.1. Content of Envelope N.2

The content of Envelope No.2 will consist of six (6) documents, according to the following:

Document No.1: Sworn Statement

The Bidder should present a Sworn Statement following the model in Form 4 of Exhibit No.6, which should state the following:

That the information, statements, certification and in general, all the information presented in Envelope No. 1 is and will be in force until the Closing Date.

If any disagreement arises at any time during the Bid process between the information presented in Envelope No.1, and the actual facts, such

disagreement should be immediately communicated to the Committee by the Bidder to be evaluated.

Document N.2: Acceptance of the Tender Documents and the Contract

The Bidder should present a Sworn Statement stating the knowledge of the Tender Documents and the acceptance of the final version of the Contract that will be given the date indicated in the Exhibit No.12 and, if the Bidder were declared the Awardee, it commits that the Concession contract will be signed by the Concessionaire constituted in accordance with the Point 5.2.2.8.

The document should be delivered according to the model of the Form 5 of the Exhibit No. 6 of these Tender Documents.

Document No.3: Guarantee of Validity, Effectiveness and Seriousness of the Proposal

The Bidder should guarantee the Validity, Effectiveness and Seriousness of the Economic Offer through a guarantee according to the model indicated in Form No. 3 of Exhibit No.5 which is part of the Tender Documents, for an amount of US\$..... (.....and 00/100 Dollars).

The Guarantee of Validity, Effectiveness and Seriousness of the Offer should be issued by a National Bank Company, according to Exhibit No.2 of these Tender Documents, that should be joint and several liable, immediate execution, unconditional, and irrevocable, and without the benefit of discussion or division. Alternatively, a Letter of Guarantee issued by a First Class International Bank may be accepted, which should be confirmed by a banking company of the national financial system, which could follow the formality of the bank carrying out the operation, provided that it fulfils the requirements of Appendix 2 of Exhibit 2.

Said Guarantee should be valid from the date of the presentation of the Economic Proposal up to sixty (60) subsequent to the Closing Date. The Committee will be able to set any obligatory extension of the referred Guarantee, which the Bidder should renew accordingly.

It should be noted that the Guarantee of Validity, Effectiveness and Seriousness of the Offer can be formed by more than one Letter of Guarantee, each one having the characteristics mentioned in the previous paragraph, provided that they are issued by a National Banking Company or by a First Class International Bank, confirmed by the National Banking Company, where the bonded in each and every Letter of Guarantee is the Prequalified Bidder and the sum of the amounts of the Letter of Guarantee is US\$.....

The Guarantee presented by a prequalified Bidder that does not become the Awardee will be returned within the following fifteen (15) days of the Closing Date.

Document No.4: Technical Proposal

The Prequalified Bidder will present in the Envelope No.2 his Technical Proposal whose contents will be communicated through Circular.

Document 5: Final version of the Concession Contract

Additionally to the previously indicated documents, the Prequalified Bidder should present one (1) copy of the final version of the Concession Contract, including its exhibits, properly initialed by the Legal Representative of the Prequalified Bidder, in each page.

Document N.6: Sworn Statement of the Rolling Stock Supplier

The prequalified Bidder should present a Sworn Statement properly undersigned by the legal representative of the Rolling Stock Supplier, according to the model established in the Exhibit 9 of the Tender Documents, which declares that the Bidder has no impediment to supply the Rolling Stock in the Peruvian Republic.

7.2 Content of Envelope N.3: Economic Proposal- Competition Factor

- 7.2.1 The Prequalified Bidder should include in his Economic Proposal in his Envelope N°3 according to the form of Exhibit 7 of the Tender Documents.
- 7.2.2 The components of the Competition Factor will be informed via Circular Letter.
- 7.2.3 Any Economic Proposal that does not fulfill the limits set in the previous Point will be void and no score will be assigned to it in accordance to Point 9.1.5.

Also any Technical and/or Economic Proposal that is presented in a conditioned way will be void and no score will be assigned to it in accordance to Point 9.1.5.

- 7.2.4 The Economic Proposal should be in force at least until sixty (60) Days after the Closing Date, even if such Economic Proposal is not declared the winner.

Any Economic Proposal having a shorter period in force will be void. The Committee can order an obligatory extension of the Economic Proposals.

- 7.2.5 For the purposes of the Tender, the presentation of the Envelope N° 3 by a Prequalified Bidder established an Economic Proposal irrevocable for the purpose of the Tender. An Economic Proposal implies that the Prequalified Bidder accepts all and each terms and conditions, with no exception, of the Tender Documents.

8. PRESENTATION OF THE ENVELOPES Nº 2 AND Nº 3, AND OPENING OF THE ENVELOPE Nº 2

8.1 Presentation of the Envelopes Nº 2 and 3, and Opening of the Envelope Nº 2

8.1.1 The presentation of the Envelopes Nº 2 and Nº 3 must follow the general rules set in the Point 4 of the present Tender Documents. Without prejudice of the abovementioned, the Committee will grant thirty minutes (30) of tolerance for its presentation.

If all the Prequalified Bidders are present before the Committee or one of its members, before the tolerance time is finished, the Committee could initiate the act.

8.1.2 The President of the Committee or the person that represents him will receive the Envelopes Nº 2 and Nº 3 before a Notary Public, who will open each of the Envelopes Nº 2, in the order of presentation by the Prequalified Bidders.

8.1.3 Once the Envelopes No. 2 are opened, the Notary will sign and seal each page of the original documents and will deliver them to the Committee for its evaluation, which will be in accordance to the Point 8.2.

8.1.4 The closed Envelopes Nº 3 will remain in the custody of the Notary Public, until the opening date set in the Schedule.

8.1.5 The Notary Public will prepare the minutes to register the reception of the Envelopes Nº 2 and Nº 3, and the opening of the Envelope Nº 2, which will be signed by the members of the Committee and the Prequalified Bidders if they wish to do so.

1.2 Evaluation of the content of the envelope Nº 2

8.2.1 The Prequalified Bidder will be disqualified of the Bid if he does not present any of the required documents specified in Point 7.1 of the present Tender Documents.

8.2.2 The content of the Envelope Nº 2 will be analyzed by the Committee or by an Evaluation Committee of the Envelope Nº 2, which will be appointed by the Committee. The Committee will announce if the contents of the Envelope Nº 2, presented by the Prequalified Bidders, are admitted or not.

8.2.3 If the Committee or the Evaluation Committee of the envelope Nº 2 determines that any of the documents in the Envelope Nº 2 has Defects to be rectified, the Prequalified Bidder will be notified to rectify them until the date set by the Committee. In no case, the absence of any of the documents which must be included in the Envelope Nº 2 will be considered as a Defect that can be rectified.

8.2.4 The Technical Proposal included in the Envelope Nº 2 will be declared technically accepted as far as it complies with the following conditions:

- a) The dispositions of the present Tender Documents are complied with.

- b) The Technical Proposal is accepted by the Committee, based on the recommendation of the Evaluation Committee of the Envelope N° 2, which will verify the fulfillment of all the requirements. It will be communicated through Circular Letter and must have no observations.

For that purpose, the results of the evaluation of the Technical Proposals contained in the Envelopes N° 2 will be registered in an evaluation minutes, which will be signed by the Committee members or for the Evaluation Committee of the Envelope N° 2 and these results will be the basis to declare that the Technical Proposal of the Envelope N° 2 are technically acceptable.

- 8.2.5 The evaluation results of the documents contained in the Envelopes N° 2 will be informed to each Prequalified Bidder prior to the Opening of the Envelopes N° 3.

The Committee's decision about the results of the evaluation of the proposal contained in the Envelopes N° 2 is final and there will be no option to any complaint or challenge by the prequalified bidders.

- 8.2.6 Only the Prequalified Bidders, whose Envelope N° 2 are declared acceptable, will pass to the next stage of the Bid which is the Opening of the Envelope N° 3.

9. OPENING OF THE ENVELOPE N° 3 AND THE CONCESSION AWARD

9.1 Opening of the envelope N° 3 and the concession award

- 9.1.1 The President of the Committee or the person representing him, will initiate the Opening of the Envelopes N° 3 and the Awarding before a Notary Public in the place and date established in the Schedule, by informing to the audience the results of the evaluation of the Envelopes N° 2 of the Prequalified Bidders.

- 9.1.2 Afterwards, the Envelopes N° 3 of the Prequalified Bidders that were declared technically acceptable will be opened and read, verifying that the offers are according to the established in the Tender Documents.

- 9.1.3 If any Economical Proposal contained in the Envelope N° 3 do not comply with the requirements established in the present Tender Documents, this Proposal will not be considered for the Committee as a valid one.

- 9.1.4 Afterwards, the President of the Committee or the person representing him, will announce those valid Economic Proposals, presented following the established in the Exhibit N° 6 of the Tender Documents, if necessary, and then will proceed with the determination of its score.

9.1.5 Determination of score for the economic proposal

The determination of the score for the Economic Proposals of the Prequalified Bidders will be informed through a Circular.

- 9.1.6 The Committee will select as an Awardee the Prequalified Bidder that has obtained the highest score using the formula of the Point 9.1.5 of the present Tender Documents. The only exception will be if there is a tie in which case the procedure will be in accordance with Point 9.1.8 and the following disposition.

9.1.7 Once the process of the Concession Award is concluded, the Notary Public will prepare the minutes, which must be subscribed by the Committee members, the Awardee and the other Prequalified Bidders if they wish to do so.

9.1.8 In the event of a tie of the highest scores, obtained according to Point 9.1.5, the Prequalified Bidders in this situation will have up to two (2) hours for presenting a new Economic Proposal.

The Prequalified Bidder shall present the new Economic Proposal in a new Envelope N° 3, which must contain only a new Letter of Presentation of the Economic Proposal properly signed by the Legal Representative of the Prequalified Bidder, as established in the Exhibit 7.

If any Prequalified Bidder does not present a new Economic Proposal, the previously presented will be considered as valid, with the objective of comparing it with the other(s) proposal(s) and the procedure will follow the Point 9.1.5 if a new proposal is presented.

9.1.9 The Committee will select as the Awardee the Prequalified Bidder that has obtained the highest score using the formula established in the Point 9.1.5.

9.1.10 In the event of a new tie, one (1) additional hour will be given for presenting a new Economic Proposal, which must comply with the Point 9.1.9 and follow the procedure established in Point 9.1.8.

In the event that the tie persists, it shall be decided by a draw, directed by the Notary Public and in the same act, according to the mechanism established by the Committee at that moment.

9.2 Challenging

9.2.1 Procedure of challenging

9.2.1.1 Any Prequalified Bidder whose Envelope N° 2 has been accepted could file a challenging appeal before the Committee against the Concession Award. This appeal must be registered as an observation in the notary minutes of the Opening Proceeding of the Envelope N° 3 and will be properly supported, in writing, within eight (8) days counted since the following Day to the date of the Concession Award. The Committee will resolve the appeal within ten (10) days counted since the day the mentioned appeal is presented. The Prequalified Bidder must present within three (3) days counted since the following day of the Concession Award, the banking guarantee which is referred to in Point 9.2.2.

9.2.1.2 The Prequalified Bidder affected could file an appeal against the resolution of the Committee before the Directive Board of PROINVERSIÓN within three (3) days counted since the day following its reception. Also, an appeal could be filed against the challenging denial implicit resolution if the Committee does not issue the correspondent resolution within the assigned period of ten (10) days. In this case, the period to file the appeal will be counted since the following day of the expired ten (10) days.

9.2.1.3 The appeal filed against the explicit or implicit resolution of the Committee will be resolved in second and as a last resort, by the Directive Board of PROINVERSIÓN, within thirty (30) days counted since the day of its filing. The

resolution in second and last resort will be final and unchallenging in the administrative proceedings.

9.1.1 Challenging Guarantee

9.2.2.1 No challenging is considered validly filed and valid, unless within the three (03) days following to the date of the Concession Award, the challenging Bidder provides the Committee with a joint and several liability bank bond that it is irrevocable, unconditional, without benefit of discussion, neither division and immediate execution, according to Exhibit N° 13, in favor of PROINVERSIÓN. Said bank bond must be issued by a Bank Company, according to details in Appendix 1 Exhibit N° 2 of the presented Tender Documents, and its amount will be equal to 1% of the Reference Budget.

9.2.2.2 This challenging guarantee can be executed by PROINVERSIÓN, if the appeal process of the Prequalified Bidder is stated unfounded or inadmissible or if the appeal process is not filed within the established term set in Point 9.2.1 of the present Tender Documents and the Committee respective resolution will be consented (explicitly or implicitly). In case the rejection or filed appeal process is stated founded, the rejection guarantee will be returned to the respective Prequalified Bidder, not generating interests in his favor.

9.2.2.3 The challenging guarantee validity that is referred to in this Point will be from the day that the rejection is filed to sixty (60) days counted since the Bid Closing Date.

9.2 Void Bid

This Competition will be stated void, when there is not a minimum of one (01) Valid Economic Offer.

In the abovementioned case in the previous paragraph, a new Bid can be called on a new date.

9.3 Suspension or Cancellation

The Bid can be suspended or canceled or considered not viable, at any moment, up to the Closing Date, without stating any cause if the Committee deems it necessary, and without any responsibility.

This decision can not be objected.

10. CLOSURE PROCESS

10.1 Closing Date

The Closing Date will be carried out at the place and time informed through a Circular Letter and it will take place in presence of a Notary Public, who will certify all acts mentioned in Point 10.2. The Notary expenses of the intervention mentioned will be paid by the Awardee.

10.2 Closure Acts

Up to Closing Date the following acts must be verified:

10.2.1 The Awardee will deliver the following documents:

10.2.1.1 Documentation that proves registration at the Register Office corresponding with the Concessionaire Statutes, this statute must be constituted in Peru, as a minimum with the same partners, stockholders, or members that the Bidder kept on the date of the Concession Award, at least with the minimum capital stock according to Point 5.2.2.8.1 from the present Tender Documents.

10.2.1.2 The Awardee must prove the authorized registration at the Register Office according to faculties of the Legal Representatives of the Concessionaire, Strategic Partner and Operations Technical Consultant, following the Point 2.2.4 of the present Tender Documents. The authorized registration at the Register Office according to faculties of the legal representative of the Rolling Stock Supplier must be presented on the date of Rolling Stock Supply Agreement presentation, according to the Concession Agreement.

10.2.1.3 Present the Certificate of the public document of the incorporation procedure and statute of the legal entity constituted by the Awardee who will subscribe Concession Contract, with the proof of registration. The incorporation procedure will be in Peru, with the same partners, stockholders, or members and the same sharing existing on the date of the Concession Award, at least with a capital stock according to Point 5.2.2.8.1

10.2.1.4 Authenticated notary copy of the entries of the stock register or an equivalent document, where the shareholders or the share in the Concessionaire on the Closing Date are declared.

10.1.2.5 Concession Agreement Performance Bond having the amount pointed out in the following Item (i).

The objective of this guarantee is to warrant the fulfillment of all contract obligations, including design, construction of the Main Maintenance Workshop for new and existing trains (including access tracks to this workshop) on the second level of the Workshop Yard, Full Commissioning of Line 1, Rolling Stock supply, exploitation, operation and of the Concession, as well as the penalties established in the Concession Contract and it will be issued as the following:

- (i) US\$.....(.....Dollars) since the date of the Signature of the Contract until.....(...) years after the beginning of the exploitation of the Concession, and
- (ii) US\$.....(.....Dollars) from the third of the exploitation of the Concession until six (6) months after the Concession Period.

This Guarantee will consist of a letter of guarantee issued by a Banking Company, according to Form 1 of Exhibit 2 of the present Tender Documents, that must be joint and several liable, immediate execution,

unconditional, and irrevocable, and without the benefit of discussion or division, since the Closing Date and will be annually renewed to keep it in force.

Alternatively, it could be accepted a bond issued by a First Class International Bank confirmed by a Banking Company of the National Financial System, which could follow the formality of the bank carrying out the operation, provided that it fulfils the requirements of Appendix 2 of Exhibit 2.

- 10.2.1.6 Delivery of three (03) copies of the Technical Assistance Agreement for the Operation, duly subscribed with the Operations Technical Advisor, and the corresponding power of attorney of the legal representative according to Points 2.2.3 and 2.2.4.
- 10.2.1.7 Delivery of a certificate of being qualified to participate in selection processes or to contract with the State of the Republic of Peru that issues the CONSUCODE, by the Awardee or the Consortium members, if necessary.
- 10.2.1.8 Receipt of payment according to Point 11.3 of the present Tender Documents.
- 10.2.1.9 Documents presented in Envelope N° 1 that have been issued or granted abroad, if necessary, according to formalities in Point 2.2.3, except for requested certificates in Appendix 1 of Exhibit 3 and financial statements.
- 10.2.1.10 The Awardee should deliver all the other documents pointed out in the Concession Contract.
- 10.2.2 Signature of the Concession Contract by the Grantor and Concessionaire.
- 10.2.3 PROINVERSION will return to the Awardee the Guarantee of the Validity, Effectiveness and Seriousness of the proposal.
- 10.2.4 List of existing assets, provided by the MTC, according to the Contract.

10.3 Execution of the Guarantee of Validity, Effectiveness and Seriousness of the proposal

- 10.3.1 If the Bidder fails to fulfill any obligation scheduled for the Closing Date and set in the Point 10.2 of the Tender Documents for reasons attributable to him, PROINVERSION will be able to execute immediately and without previous notice the Guarantee of Validity, Effectiveness and Seriousness of the Offer. The execution of said guarantee does not limit or restrict any other right that PROINVERSION could have against the Awardee that failed to fulfill his obligations concerning his offer

If the failure of the Awardee is verified, the Committee will accept the Prequalified Bidder's offer with the second highest Final Score as pointed out in the Point 9.1.5 in the Tender Documents. In that case, the Committee will notify this Prequalified Bidder and inform him the decision of declaring him the new

Awardee, as well as the procedure of closure and the date, time and place it will be carried out.

10.3.2 Without prejudice of the provisions in the Point 10.3.1 of the Tender Documents herein, PROINVERSION and/or the Committee will be able to initiate legal actions allowed by the Applicable Laws as a direct or indirect consequence of the failure of the original Awardee.

10.4 Entry in Force of the Contract

The Contract will entry in force and will be fully legal effective from the Closing Date, after it is undersigned by the representative of the Grantor. The Closing Date will be identified for all its effects as the date in which the Contract is undersigned.

11. FINAL REGULATIONS

11.1 Legal applicable regimen

These Tender Documents, the documents that are part of it, and the Contract will be governed and interpreted complying with the Applicable Laws set in the Point 1.4 of the Tender Documents hereto.

11.2 Jurisdiction and Capacity

11.2.1 The Bidders, Prequalified Bidders, and the members of a Consortium, the Awardee, and the Concessionaire submit themselves and accept irrevocably the jurisdiction and capacity of the judges and courts of the city of Lima, Peru, to resolve whatever conflicts that may arise between them and PROINVERSION or the MTC with respect to these Tender Documents, waiving explicitly and irrevocably to any diplomatic claim, as well as to any right to start any action of any nature before any other privilege or jurisdiction.

However, from the subscription of the Contract, the Concessionaire, and the Grantor, exclusively submits themselves to the Concession Contract to solve any controversy that may arise.

11.2.2 It will not be considered any disposition that modifies, alters, or reduces the right of the State of the Republic of Peru, PROINVERSION, the Committee, to initiate any legal action or execute a sentence obtained in Peru, before the judges and tribunals of other jurisdictions, and the Bidders, Prequalified Bidders, the persons that are members of a Consortium, the Awardee, and the Concessionaire waive to invoke or exercise whichever immunity or privilege they could be entitled to in those jurisdictions, without reservations nor any limitations, and accept from now on and only due to the act of participation in the Bid, the election of the jurisdiction or alternative jurisdictions carried out by the State of the Republic of Peru, PROINVERSION or the Committee, according to the case.

11.3 Expenses of the Process

The Awardee or the Concessionaire will must pay to PROINVERSION, until the Closing Date, according to the instructions to be instructed, by concept of

preparatory acts, the expenses of the process which amounts
(..... Dollars.) Said amount includes the IGV tax.

11.4 Previous Report of the National Comptroller's Office

The Tender Documents herein, as well as the Contract resulting from this process, should include the pertinent aspects of the report, if any, issued by the National Comptroller's Office, as applicable, following Literal L of the Article 22 of Law N° 27785, which literally says:

“Article 22. - Attributions

The Comptroller has the following attributions:

L) To inform previously about the transactions, bonds, avals, and other guarantees provided by the State, including any draft contract that could in any form involve its credit or financial capacity, regardless of where the operations are carried out in the country or abroad.”

14.1 Replacement of Operations Technical Advisor and Rolling Stock Supplier

The Operations Technical Advisor and/or the Rolling Material Supplier may be replaced by the Bidder until the Closing Date. For this purpose, the Prequalified Bidder must submit the documents required in Points 5.2.1.1 and/or 5.2.1.2, as applicable, to authorize the replacement of the new Operations Technical Advisor and/or the Rolling Stock Supplier.

If the replacement is a consortium of Rolling Stock Suppliers, only one member of said consortium should prove or have proved the experience required in the Tender Documents and has the effective control of the decisions of the mentioned consortium. To this purpose, the Prequalified Bidder must submit:

- (i) A new Form 6 in Exhibit 3, duly signed by the legal representative of the new Rolling Stock Supplier.
- (ii) A sworn statement which inform about the share of each member in the consortium, duly signed by the legal representative of the new Supplier of Rolling Stock. For this purpose, the model of Form 3 of Exhibit 4 can be used. If the share is established in the consortium agreement, the sworn statement does not need to be submitted.
- (iii) The respective consortium agreement duly signed by the parties.

The replacement will be evaluated by the Committee.

11.6 Contract of Rolling Stock Supply

The Concessionaire must deliver three (03) copies of the Contract of Rolling Stock Supply, according to the Concession Contract.

11.1 Contribution to FONCEPRI

According to Section c) from Article 1 of Supreme Decree N° 021-98-PCM, it has been decided to set an amount equivalent to 0% in favor of FONCEPRI.

11.12 Disposition of the Board of Directors of PROINVERSIÓN

By Agreement of the Board of Directors of PROINVERSIÓN in session of June 30th, 2005, technical and financial proposals will be received from the Bidders only if it has been received the previous report from the National Comptroller's Office, which shall have no objection, or if any, they should have been acquitted or rectified.

EXHIBIT N° 1

NON DISCLOSURE AGREEMENT

(Reference: Point 3.2.2 of the Tender Documents)

Lima, , 200....

**Comité de PROINVERSIÓN en Proyectos de
Infraestructura Vial, Infraestructura Ferroviaria e
Infraestructura Aeroportuaria – PRO INTEGRACIÓN
Agencia de Promoción de la Inversión Privada - PROINVERSIÓN**

Bidder:

Hereby, (Bidder's name) duly represented by(Position of the subscriber), Mr. (subscriber's name), identified with....., N°....., domiciled in..... express our interest in accessing the Data Room made available by the Committee, according to the Tender Documents of Comprehensive Projects to grant in concession to the private sector of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa el Salvador- Grau Avenue. With regard to this matter, we commit ourselves to hold confidentiality in respect of the whole information obtained in the Data Room, to keep undisclosed any materials or information unless there is a previous written authorization of the Committee, to use the information exclusively for purposes related to the Bid process and to avoid using the information any way that could create conflicts with the State interests, officials or dependences, the MTC, PROINVERSION and the Committee.

The materials obtained in the Data Room will be only used by our staff, executives and consultants for reasons exclusively related to the Bid process. The aforementioned staff will know this agreement and they will also be obliged to hold confidentiality concerning the abovementioned information. We will take all the necessary actions to prevent the spread of any information to any person, without the previous written consent of the Committee

No license or right has been or will be granted to our advisors with respect to the use of any information included in the present Agreement.

We agreed that neither the State, officials or dependences, the MML, PROINVERSION, the Committee, advisors or members, are stating or guaranteeing, explicitly or implicitly, the precision, reliability or totality of the information made available to us and that no one of these parts or their respective directors, officials, employees or representatives will be responsible in front of us or anyone else as a consequence of the use of such information and/or materials. We agreed to take our own decisions related to the information made available to us and recognize that we will not depend or we will not be induced by such information at the moment of deciding our intention related to the Awarding process.

We agreed that no supplied information, material, discussion, negotiation or any other related issues, constitute any offer from the Committee or on behalf of it, and that they will not serve as base or be taken into consideration in connection with any agreement, except if it has been specifically agreed by writing with the Committee.

At the request of the Committee we agreed to return immediately all the copies of all the documents that were made available to us or to our representatives or advisors.

We accept likewise that the Committee does not commit or bind itself to provide the access to additional information or to update the information and the available materials, or to correct any inaccuracy that may arise.

This agreement will not apply to the information that: (i) To the date it was revealed to us or to our advisors it was publicly known or from the moment it is publicly known (excepting that object of the non-fulfillment of this agreement by us or our advisers), or (ii) To the date, it is already legally in our power and, therefore, it is not subject to the non-disclosure commitment.

The rights and obligations established in this document will be governed and construed according to the Peruvian laws and parties agree to submit themselves irrevocably to the jurisdiction and capacity of the judges and tribunals of Lima, Peru.

IN WITNESS of acceptance of and consent to all the terms and conditions of this non-disclosure agreement we sign and deliver a copy to the Committee this day of year 200....

Authorized signature.....

Name..... (Legal Representative of the Bidder and/or Acquirer)

Entity..... (Bidder)

Exhibit N2

Form 1: MODEL OF CONCESSION AGREEMENT PERFORMANCE BOND

(Reference: Point 10.2.1.4 of the Tender Documents)

Lima, , 200....

Ministerio de Transportes y Comunicaciones

Ref.: Bond No.

Expiration:

Dear Sirs:

Hereby, and on behalf of our client, Mr. (Name of the Person) (hereinafter "the Concessionaire") we constitute this joint and several liable, immediate execution, irrevocable, without benefit of discussion or division, and unconditional guarantee up to the sum of..... Dollars (US\$) in favor of the Ministry of Transportation and Communications to guarantee the correct and appropriate fulfillment of all and every one of the obligations in charge of the Concessionaire, including the supply of Rolling Stock, construction of the Main Maintenance Workshop for the new and existent Trains (including railway access tracks to this workshop) in the second level of the Workshop Yard, exploitation, operation and maintenance, resulting from the signature of the Concession Contract of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador – Av. Grau, by Av. Aviacion (hereinafter "The Contract").

This Bond will also guarantee the proper and opportune fulfillment of the obligations in charge of the Concessionaire established by virtue of the TUO with status of law that regulates the award in concession to the private sector the public works of infrastructure and public utilities approved by Supreme Decree No. 059-96 PCM.

In order to honor this Bond in favor of you it will suffice a written request via notary from the Supervisor Organism of the Investment in Infrastructure for Public Transport (OSITRAN), which will have to be signed by the person authorized by this organism. The payment will come into effect within the 24 following hours to its request in our offices located in

Any payment delay that is attributable to us will create an interest equivalent to the LIBOR plus a spread of 3%, which will accrue from the date in which the payment has been demanded and until the effective date of payment.

Our obligations under this Bond will not be affected by any dispute between you and our client.

This Bond will be in force from this....day of.....200..., until....day of.....200.., included.

Sincerely,

Signature

Name

Banking Company

EXHIBIT N ° 2

Appendix 1: BANKING COMPANIES AUTHORIZED TO ISSUE THE GUARANTEES ESTABLISHED IN THE TENDER DOCUMENTS

The list of Banking Companies authorized to issue guarantees to emit bonds will be those having the minimal qualification of CP1, Class 1, CLA-1 or EQL-1, for short-term obligations; A, for Global Financial Strength; and AA for long-term obligations.

To this respect, the list of Banking Companies having the minimal qualification indicated in the previous paragraph is shown below:

BANKING COMPANIES
BBVA BANCO CONTINENTAL
BANCO DE CRÉDITO DEL PERU
BANCO INTERAMERICANO DE FINANZAS – BIF
BANCO INTERNACIONAL DEL PERU S.A.A. - INTERBANK
CITIBANK, N.A., BRANCH IN LIMA
BANCO SCOTIABANK
BANCO FINANCIERO DEL PERÚ
BANCO HSBC
BANCO SANTANDER PERÚ S.A
DEUTSCHE BANK PERU S.A.
MIBANCO – BANCO DE LA MICROEMPRESA S.A.

EXHIBIT N°2
Appendix N°2 FIRST CLASS INTERNATIONAL BANKS AND LIST OF
INTERNATIONAL FINANCIAL ENTITIES AUTHORIZED TO ISSUE THE
GUARANTEES ESTABLISHED IN THE TENDER DOCUMENTS

(Reference: Point 1.2.10 of the Tender Documents)

1. First Class International Banks:

The first class international banks included in the list approved by the Central Reserve Bank by means of a circular N° 047-2008-BCRP on November 14th, 2008, published the same day, or the replacing regulation, will be taken into account. Also the branches and/or subsidiaries of the abovementioned foreign banks will be considered.

2. International Financial Entities:

- | | |
|--|-----------|
| • Andean Reserve Fund (FLAR) | Colombia |
| • Foreign Trade Bank of Latin America (BLADEX) | Panama |
| • Andean Development Corporation (CAF) | Venezuela |
| • Inter-American Development Bank (IDB) | USA |
| • World Bank (IBRD) | |

3. Any multilateral credit institution where the Peruvian Government is a member.

4. Any other international financial institution approved by THE GRANTOR and whose risk rating is "AA" or higher, evaluated by an entity of well-known prestige accepted by the National Supervisory Commission of Companies and Securities (CONASEV).

EXHIBIT N°3

Form 1: SWORN STATEMENT (Compromise of trustworthy information)

(Reference: Point 5.1 of the Tender Documents)

Hereby, we declare under oath the following:

That all the information included in the presented documents is trustworthy.

Date and Place: _____ of _____ of 200...

Entity _____

Bidder

Name _____

Name of the Legal Representative of the Bidder

Signature _____

Signature of the Legal Representative of the Bidder

EXHIBIT N°3

Form 2: SWORN STATEMENT (Relationship with the Acquirer of the Participation Fee in the Prequalification stage)

(Reference: Point 5 of the Tender Documents)

Hereby, we declare under oath the following:

That _____ (name of the Bidder), acquired the right to participate in the Prequalification stage through _____ (name of the person who paid said right), who is _____ (according to the proper case it should be written: one of our shareholders o partners o associates, or a Company related to us or any of our shareholders o partners o associates, or who transferred its right to participate in the Prequalification stage through a transfer of rights.)

Place and date: _____, _____ of _____ 200...

Entity

Bidder

Name

Legal Representative of the Bidder

Signature.....

Legal Representative of the Bidder

If there is a transfer of rights, the transferor should also sign this statement:

Entity

Transferor

Name

Legal Representative of the Transferor

Signature.....

Legal Representative of the Transferor

**EXHIBIT N°3
Form 3: Technical capacity**

SWORN STATEMENT

BIDDER:

Operations Technical Advisor:

EXPERIENCE IN OPERATION (Urban Rail Transport)

<i>SUBWAY OR URBAN RAIL SYSTEM</i>	<i>TOWN WHERE THE SERVICE HAS BEEN PROVIDED</i>	<i>OPERATION PERIOD</i>	<i>NUMBER OF TRANSPORTED PASSENGERS</i>
	TOTAL		

Name: Legal Representative of the Bidder

Signature: Legal Representative of the Bidder

**EXHIBIT N°3
Form 4: Technical Capacity**

SWORN STATEMENT

BIDDER:

ROLLING STOCK SUPPLIER:

EXPERIENCE IN SUPPLY ROLLING STOCK (Urban Rail Transport)

<i>PROJECT NAME</i>	<i>YEAR OF THE SERVICE</i>	<i>NUMBER OF VEHICLES</i>	<i>TYPE OF VEHICLES (In case of any recondition, indicate the age and the date of the last recondition)</i>
TOTAL			

Name: Legal Representative of the Rolling Stock Supplier

Name: Legal Representative of the Bidder

Signature: Legal Representative of the Rolling Stock Supplier

Signature: Legal Representative of the Bidder

EXHIBIT N°3

Form 5: Technical Capacity

(Reference: Point 5.2.1 of the Tender Documents)

LETTER OF COMMITMENT OF SIGNING THE CONTRACT OF TECHNICAL ASSISTANCE FOR OPERATION

Hereby, we (the Bidder), and (the Operations Technical Advisor) become liable to the Grantor to the following:

FIRST:

In case (the Bidder) becomes the Awardee, the Concessionaire will contract the services of the Operations Technical Advisor, thus the Technical Assistance Contract will be subscribed for the corresponding Operation, according to the Tender Documents and the present document.

SECOND:

The Operations Technical Assistance Contract to be subscribed will have at least, the following essential elements, which cannot be infringed directly or indirectly:

- Fulfillment of the Service Levels established in Exhibit 8 of the Concession Contract.
- It will be subject and executed in accordance to the Laws of the Republic of Peru.
- The minimum period will be ten (10) years, counting from the date of the Signature of the Concession contract.
- It cannot violate the Concession Contract.
- The retribution of the Operations Technical Advisor must be expressed as well as the conditions for its re-calculation, if any.
- The Operations Technical Advisor must provide the information that the Concessionaire considers to be appropriate to request, whether it is by his own or through the requirement of the Supervisor.
- Any modification to the Contract of Technical Assistance for the Operation affecting what is stated in this document must have the previous approval of the Grantor.

Without prejudice of the aforementioned indications, the only person responsible for the operation of the Service before the Grantor is the Concessionaire.

THIRD

In case we do not submit the Contract of Technical Assistance for Operation at the indicated date or if it does not fulfill the requirements established in the Tender Documents, we acknowledge the authority to execute the Guarantee of Validity, Effectiveness and Seriousness of the Bidder's Offer. Also, we acknowledge and accept that the non-fulfillment of the present commitment can be taken into consideration to void the Awarding to the Bidder.

FOURTH

- a) The present document is also a Sworn Statement for the effects of the Tender, and it is valid until signing the Contracts of Technical Assistance for Operation and Concession.

b) We explicitly waive to revoke this commitment.

FIFTH

The signature of the Contract of Technical Assistance for Operation will not limit the Concessionaire's responsibilities.

Place and date:, 200...

Legal representative of the Bidder

Legal representative of the Technical Advisor for Operation

EXHIBIT N°3

Form 6: Technical Capacity (Reference: Point 5.2.1 of the Tender Documents)

LETTER OF COMMITMENT OF SIGNING THE CONTRACT OF ROLLING STOCK SUPPLY

Hereby, we (the Bidder) and (the Rolling Stock Supplier) become liable to the Grantor to the following:

FIRST:

In case (the Bidder) becomes the Awardee, the Concessionaire will contract the services of the Rolling Stock Supplier, thus the corresponding Contract of Rolling Stock Supply will be subscribed according to the Tender Documents and the present document.

SECOND:

The Contract of Rolling Stock Supply will have, at least the following essential elements, which cannot be infringed directly or indirectly:

- Fulfillment of the Basic Technical Specifications established in Exhibit 7 of the Concession Contract.
- It will be governed and executed in accordance to the laws of the State of the Republic of Peru.
- The minimum period will be five (5) years, counting from the date of signature of the Concession Contract.
- It cannot violate the Concession Contract.
- The retribution of the Rolling Stock Supplier must be expressed as well as the conditions for its re-calculation, if any.
- Any modification to the Contract of Rolling Stock Supply affecting what is stated in this document must have the previous approval from the Grantor.

THIRD

If we do not submit the Contract of Rolling Stock Supply at the indicated date or if it does not fulfill the requirements established in the Tender Documents, we acknowledge the authority to execute the Guarantee of Validity, Effectiveness and Seriousness of the Bidder' Offer. Also, we acknowledge and accept that the non-fulfillment of the present commitment can be taken into consideration to void the Awarding to the Bidder.

FOURTH

a) The present document is also considered a contract commitment among those who subscribe it and a Sworn Statement for the purposes of Tender, and it is in force until the signature of the Contracts of Rolling Stock Supply and Concession.

b) We explicitly waive to revoke this commitment.

FIFTH

The signature of the Contract of Rolling Stock Supply will not limit the Concessionaire's responsibilities.

Place and date: 200...

Legal representative of the Bidder

Legal representative of the Rolling Stock Supplier

EXHIBIT N° 3

Form 7: Technical Capacity (Reference: Point 5.2.1 of the Tender Documents)

LETTER OF COMMITMENT OF SIGNING THE CONTRACT OF OPERATIONS TECHNICAL ADVISOR

Hereby, we (the Bidder) become liable to the Grantor to Contract (Operations Technical Advisor), as Operations Technical Advisor, who will have the following obligations and responsibilities:

FIRST:

If (the Bidder) becomes the Awardee, the Concessionaire will contract the services of the Operations Technical Advisor, thus the corresponding Contract of Technical Assistance for the Operation will be subscribed, according to the Tender Documents and the present document.

SECOND:

The Contract of Technical Assistance for Operation to be subscribed will include, at least the following essential elements, which cannot be infringed directly or indirectly:

- Fulfillment of the Service Levels as established in Exhibit 8 of the Concession contract.
- It will be governed and executed in accordance to the Laws of the State of the Republic of Peru.
- The minimum period will be ten (10) years, counting from the date the Concession contract is signed.
- It cannot violate the Concession contract.
- The retribution of the Operations Technical Advisor must be expressed as well as the conditions of re-calculation, if any.
- The Operations Technical Advisor must provide the information that the Concessionaire considers to be appropriate to request, whether it is by his own or by requirement of the Supervisor.
- Any modification to the Contract of Technical Assistance for Operation affecting what is stated in this document must have the previous approval from the Grantor.

Without prejudice of the aforementioned indications, the only responsible for the operation of the Service before the Grantor is the Concessionaire.

THIRD

If we do not submit the Contract of Technical Assistance for Operation at the indicated date or if it does not fulfill the requirements established in the Tender Documents, we acknowledge the authority to execute the Guarantee of Validity, Effectiveness and Seriousness of the Bidder's Offer. Also, we acknowledge and accept that the non-fulfillment of the present commitment can be taken into consideration to void the Concession Award to the Bidder.

FOURTH

a) The present document is also considered a Sworn Statement for the purposes of the Bid, and it is in force until the Contracts of Technical Assistance for Operation and Concession are signed.

b) We explicitly waive to revoke this commitment.

FIFTH

The signature of the Contract of Technical Assistance for Operation will not limit the Concessionaire's responsibilities.

Place and date..... 200...

Legal representative of the Bidder.

EXHIBIT Nº 3

Appendix 1: Technical Capacity

(Reference: Point 5.2.1 of the Tender Documents)

REQUIREMENTS FOR PRESENTATION OF CERTIFICATES OR TECHNICAL STATEMENTS

For the purpose of guaranteeing the fulfillment of the requested technical requirements, both for the Operations Technical Advisor and the Rolling Stock Supplier, which are contained in Point 5.2.1 of the Tender Documents, the Bidder must submit the following documents for each one of the abovementioned capacities:

- A simple copy of the Certificate(s) issued by the corresponding Legal entity (s) governed by public or private law, on behalf of the Operations Technical Advisor or Rolling Stock Supplier, respectively, that proves his experience in passenger transport systems both subway or urban rail for one or more urban train systems being relevant and compatible with the purpose of the Concession.
- The certificate (s) must contain the following information, which is not a restriction:
 - Country and city where the service is provided;
 - Features of the developed activities / services;
 - Starting and ending dates of the service or consultancy;
 - Firm Name of the certificate's issuer;
 - Name and identification of the certificate's signatory.

EXHIBIT N° 4

Form 1: CREDENTIALS FOR QUALIFICATION (Constituted Legal Entity)
(Reference: Point 5.2.2 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that (Name of the Bidder) is a legal entity duly constituted under the laws of and that it is in force in accordance to the legal principles applied in the country of origin.

Place and Date:, 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

(The signature of the Legal Representative in this Sworn Statement must be legalized by a Notary).

EXHIBIT N° 4
Form 2: CREDENTIALS FOR QUALIFICATION (Only for Consortium)
(Reference: Point 5.2.2 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath the following:

.....
(Name of each Consortium member) have formed a consortium in order to participate in the Tender.

.....
(Name of each Consortium member) are companies constituted according to the legislation of their country of origin and remain in force.

.....
(Name of each Consortium member) are joint and several liable before the Republic of Peru, PROINVERSIÓN, and the Committee for all and each one of the assumed obligations and sworn statements submitted by the Bidder for the present Tender.

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

(The signature of the Legal Representative in this sworn statement must be legalized by a notary).

EXHIBIT N°4

Form 3: CREDENTIALS FOR QUALIFICATION
(Reference: Point 5.2.2 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that the percentage sharing of each of our shareholders or partners or members, is the following:

Shareholder or partner	Percentage sharing in the Bidder (only those which hold 5% or more)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

If the Bidder is a Consortium:

Members	Percentage sharing in the Bidder
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

EXHIBIT N°4

Form 4: CREDENTIALS FOR QUALIFICATION
(Reference: Point 5.2.2. of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that, [..... (Name of the Bidder)],
[..... (the members of the Consortium)]:

- a) We are not administratively sanctioned with temporary or permanent disqualification to participate in the selection processes called by the State of the Republic of Peru, neither to contract with the State of the Republic of Peru.
- b) We have not ceased being concessionaires due to non-fulfillment of any concession contract signed with the State of the Republic of Peru under the legal framework of the private investment promotion process referred by the TUO about Concessions passed by Supreme Decree N° 059-96-PCM or the Law N° 28059, Law of Promotion of Decentralized Investment.
- c) We are not liable under the dispositions of the Article 1366 of Civil Code and/or the ones applicable to the limitations indicated in the Law N° 29290.

Place and date:

Entity:

Name:
Legal Representative of the Bidder

Signature:
Legal Representative of the Bidder

EXHIBIT N°4

Form 5: CREDENTIALS FOR QUALIFICATION

(Reference: Point 5.2.2 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that (Name of the Bidder), as well as his shareholders, partners or members and the shareholders or partners of the latter, if it is the case, waive to the following:

1. Summon or exercise any privilege or diplomatic immunity or any other kind of immunity.
2. Submit any claim by the diplomatic way and to demand any compensation or another one related to such claim that could be initiated by or against the State, PROINVERSIÓN, the Committee, its members and advisors, under the Peruvian law or any other legislation regarding our obligations towards the Tender Documents, Economic Proposal, Technical Proposal and Concession Contract.

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

EXHIBIT N° 4

Form 5-A CREDENTIALS FOR QUALIFICATION
(For companies whose shares are listed in stock markets)

SWORN STATEMENT

Hereby, we declare under oath that (Name of the Bidder), as well as his shareholders, partners or members waive to the following:

1. Summon or exercise any privilege or diplomatic immunity or any other kind of immunity.
2. Submit any claim by the diplomatic way and to demand any compensation or another one related to such claim that could be initiated by or against the State, PROINVERSIÓN, the Committee, its members and advisors, under the Peruvian law or any other legislation regarding our obligations towards the Tender Documents, Economic Proposal, Technical Proposal and Concession Contract.

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

EXHIBIT N°4

Form 6: CREDENTIALS FOR QUALIFICATIONS

(Reference: Point 5.2.2 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that our legal, technical and financial advisors have not performed directly any kind of service in favor of PROINVERSIÓN or the Committee during the last year, such as at full time, part time or temporary, related to the present private investment promotion process.

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

EXHIBIT Nº 4

Form 7: CREDENTIALS FOR QUALIFICATION

(Reference: Point 5.2.2 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that (Name of the Bidder), his shareholders, partners or members, neither the shareholders nor partners of the latter if it is the case, do not possess any direct or indirect sharing in any other Bidder.

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

EXHIBIT N°4

Form 7-A: CREDENTIALS FOR QUALIFICATION

(Reference: Point 5.2.2 of the Tender Documents)

(For companies whose shares are listed in stock markets)

SWORN STATEMENT

Hereby, we declare under oath that..... (name of the Bidder), his shareholders, partners or members, if it is the case, do not possess any direct or indirect sharing in any other Bidder where they exercise the control of management or of any member in case of a consortium in accordance to the Regulation of Indirect Propriety, Entailment and Economic Groups, passed by Resolution Conasev N° 090-2005-EF-94.10, modified by Resolution CONASEV N° 005-2006-EF/94.10.

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

EXHIBIT N°4

Form 8: CREDENTIALS FOR QUALIFICATION

(Reference: Point 5.6 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that the documentation submitted for the Tender(*indicate the name of the process in which documentation or Credentials were submitted in the proper time for Prequalification*) to obtain our Prequalification or to submit our Credentials, as Bidder, or Consortium member, is in force at the subscription date of the present document and there is no modification in such documentation.

The documentation that we have mentioned is the following:

1. *(to list)*
- 2.
- 3.

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

EXHIBIT N°5

**Form 1: INCORPORATION COMMITMENT
(For individual Bidders)**

SWORN STATEMENT

(Reference: Point 5.2.2.8 of the Tender Documents)

Hereby, we declare under oath the following:

1.- That,(the Bidder) expresses his intention to constitute a Legal Entity with address in the Republic of Peru and a corporate capital in accordance to the Concession Contract, in case of becoming the Awardee.

2.- That, the legal entity to be constituted will sign the Concession Contract of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Avenida Grau section.

3.- That in case of becoming the Awardee, we commit to provide the corresponding Certificate of Deed of Incorporation of the Concessionaire with the corresponding proof of inscription in the appropriate Register Office, up to the Closing Date indicated in Exhibit N° 12 of the Tender Documents.

Therefore, we acknowledge and accept that the non-fulfillment of the present commitment could be considered to void the Concession Award granted to us.

Place and date: 200...

Entity
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

EXHIBIT N°5

**Form 1- A: INCORPORATION COMMITMENT
(For the case of CONSORTIUM)**

SWORN STATEMENT

(Reference: Point 5.2.2.8 of the Tender Documents)

Hereby, we declare under oath the following:

1.- That,..... (All the members of the Consortium) have formed a Consortium in order to participate in the Tender.

2.- That,(The abovementioned ones in the previous paragraph) express our intention of constituting a Legal Entity with address in the Republic of Peru and a corporate capital in accordance to the Concession Contract, in case of becoming the Awardee.

3.- That, the legal entity to be constituted will sign the Concession Contract of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Avenida Grau section.

4.- That in case of becoming the Awardee, we commit to provide the corresponding Certificate of Deed of Incorporation of the Concessionaire with the corresponding proof of inscription in the appropriate Register Office, up to the Closing Date indicated in Exhibit N° 12 of the Tender Documents.

Therefore, we acknowledge and accept that the non-fulfillment of present commitment could be considered to void the Concession Award granted to us.

Place and date: 200...

Bidder
Bidder

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Entity
Legal Representative of (Member 1)

Name
Legal Representative of (Member 1)

Signature
Legal Representative of (Member 1)

Entity.....
Legal Representative of (Member 2)

Name
Legal Representative of (Member 2)

Signature
Legal Representative of (Member 2)

(...)

Entity.....
Legal Representative of (Member n)

Name
Legal Representative of (Member n)

Signature
Legal Representative of (Member n)

EXHIBIT N°5
Form 2: FINANCIAL REQUIREMENTS - ENVELOPE 1
(Reference: Point 5.2.3 of the Tender Documents)

**MODEL OF PRESENTATION OF FINANCIAL
INFORMATION FOR QUALIFICATION**

Lima, 200...

**Comité de PROINVERSIÓN en
Proyectos de Infraestructura Vial, Infraestructura Ferroviaria e
Infraestructura Aeroportuaria – PRO INTEGRACIÓN
Agencia de Promoción de la Inversión Privada- PROINVERSIÓN**

Bidder :

Ref.: Tender of Comprehensive Projects for concession to private sector of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Avenida Grau section.

According to the Point 5.2.3 of the Tender Documents, hereby we submit the financial information of the Strategic Partner whether individual or consolidated information [choose the corresponding option].

FINANCIAL REQUIREMENTS

A. [Individual / Consolidated] Net Worth of the Strategic Partner
(See Notes 1 and 2)

NET WORTH US\$ []

B. [Individual / Consolidated] Total Assets of the Strategic Partner
(See Notes 1 and 2).

TOTAL ASSETS US\$ []

C. If necessary, conversion of figures expressed in a currency different from Dollar. (See Note 3)

Strategic Partner	Figure (Original Currency)	Exchange rate	Figure (US\$)

Note 1: It can be assured by the Strategic Partner himself or by consolidated financial statements, in case of Subsidiary Companies

Note 2: In case of figures in a currency different from US\$; Chart C will be used for the respective conversion

Note 3: The average sale exchange rate to be used will be the rate published by the Superintendencia of Banking and Insurance at the date indicated by the present information.

Sincerely,

Signature

Name
Legal Representative of the Bidder

Entity
Bidder

Signature

Name
Legal Representative of the Strategic Partner

Entity
Strategic Partner

EXHIBIT N°5

Form 3: MODEL OF GUARANTEE OF VALIDITY, EFFECTIVENESS AND SERIOUSNESS OF THE PROPOSAL

(Reference: Point 7.1 of the Tender Documents)

Lima, 200...

Agencia de Promoción de la Inversión Privada - PROINVERSIÓN

Ref. : Guarantee No

Expiration:

Dear Sirs:

Hereby, and on behalf of our clients (name of the Prequalified Bidder) we submit this joint and several liable, irrevocable, immediate execution, without the benefit of discussion or division, and unconditional guarantee up to the amount of and 00/100 Dollars (US\$) in favor of PROINVERSIÓN, to assure the Validity, Effectiveness and Seriousness of the Proposals submitted by our client, according to the terms and conditions established in the Tender Documents of Tender of Comprehensive Projects for granting in concession to the private sector the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Avenida Grau section.

Also, we put on record that the present guarantee will be effective in case the Committee declare our client the Awardee and the latter does not fulfill with his obligations at the Closing Date of the abovementioned Tender.

To honor the present Guarantee in your favor, the only requirement will be a request via notary, from the Managing Director of PROINVERSIÓN or the person performing his work, at our offices located in.....

Any payment delay that is attributable to us will create an interest equivalent to the LIBOR plus a spread of 3%, which will accrue from the date in which the payment has been demanded and until the effective date of payment.

Our obligations under the present Guarantee will not be affected by any dispute between you and our clients.

This Guarantee will be in force from the date of presentation of the Economic Proposal and until the..... of the year

The meaning of the terms used in this Guarantee is the same of the terms defined in the Tender Documents.

Sincerely,

Signature

Name

Banking Company

EXHIBIT 6

Form 1: INCORPORATION COMMITMENT
(Reference: Point 6.2 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that:

1. All the information contained and submitted in the delivered documents is trustworthy.
2. That.....
(Name of each Consortium member) have formed a Consortium in order to participate in the Tender.
3. That.....
(Name of each Consortium member) are companies constituted according to the legislation of their country of origin and remain in force.
4. That.....
(Name of each Consortium member) are joint and several liable before the Republic of Peru, PROINVERSIÓN, and the Committee for all and each one of the assumed obligations and sworn statements submitted by the Bidder for the present Tender.
5. The percentage sharing of each member is the following:

Members	Percentage sharing in the Bidder
1.	
2.	
3.	
4.	
5.	
TOTAL	

6. That..... (Name of the Bidder), and its members, waive their right to the following:
 - Summon or exercise any privilege or diplomatic immunity or any other kind of immunity.
 - Submit any claim by the diplomatic way and to demand any compensation or another one related to such claim that could be initiated by or against the State, PROINVERSIÓN, the Committee, its members and advisors, under the Peruvian law or any other legislation regarding our obligations towards the Tender Documents, Economic Proposal, Technical Proposal and Concession Contract.

7. That..... (Name of the Bidder), and its members, have no direct or indirect sharing in any other Bidder.

8. That.....
(Name of each Consortium member) expresses our intention to constitute a Legal Entity with address in the Republic of Peru and a corporate capital in accordance to the Concession Contract, in case of becoming the Awardee

9. That the legal entity to be constituted will sign the Concession Contract of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Avenida Grau section.

10. That in case of becoming the Awardee, we commit to provide the corresponding Certificate of Deed of Incorporation of the Concessionaire with the corresponding proof of inscription in the appropriate Register Office, up to the Closing Date indicated in Exhibit N° 12 of the Tender Documents.

We also acknowledge and accept that the non-fulfillment of the statements in Points 8, 9 and 10 could be considered to void the Concession Award granted to us.

Place and date:,, 200...

Entity
Bidder

Name
Name of the Legal Representative of the Bidder

Signature
Signature of the Legal Representative of the Bidder

*The present document could be subscribed by the legal representatives of each of Consortium member.
(The signatures of this Sworn Statement shall be notarized)*

EXHIBIT 6

Form 2: INCORPORATION COMMITMENT

(For all companies listed in the Stock Exchange)
 (Reference: Point 6.2 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that:

1. All the information contained and submitted in the delivered documents is trustworthy.
2. That.....
 (Name of each Consortium member) have formed a Consortium in order to participate in the Tender.
3. That
 (Name of each Consortium member) are companies constituted according to the legislation of their country of origin and remain in force.
4. That
 (Name of each Consortium member) are joint and several liable before the Republic of Peru, PROINVERSIÓN, and the Committee for all and each one of the assumed obligations and sworn statements submitted by the Bidder for the present Tender.
5. The percentage sharing of each member is the following:

Members	Percentage sharing in the Bidder
1.	
2.	
3.	
4.	
5.	
TOTAL	

6. (Name of Bidder), and its members, waive to the following:
 - Summon or exercise any privilege or diplomatic immunity or any other kind of immunity.
 - Submit any claim by the diplomatic way and to demand any compensation or another one related to such claim that could be initiated by or against the State, PROINVERSIÓN, the Committee, its members and advisors, under the Peruvian law or any other legislation regarding our obligations towards the Tender Documents, Economic Proposal, Technical Proposal and Concession Contract.

7. Hereby, we declare under oath that..... (name of the Bidder), his members, do not possess any direct or indirect sharing in any other Bidder where they exercise the control of management or of any member in case of a consortium in accordance to the Regulation of Indirect Propriety, Entailment and Economic Groups, passed by Resolution Conasev N° 090-2005-EF-94.10, modified by Resolution CONASEV N° 005-2006-EF/94.10.
8. That
(Name of each Consortium member) expresses our intention to constitute a Legal Entity with address in the Republic of Peru and a corporate capital in accordance to the Concession Contract, in case of becoming the Awardee.
9. That, the legal entity to be constituted will sign the Concession Contract of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Avenida Grau section.
10. That in case of becoming the Awardee, we commit to provide the corresponding Certificate of Deed of Incorporation of the Concessionaire with the corresponding proof of inscription in the appropriate Register Office, up to the Closing Date indicated in Exhibit N° 12 of the Tender Documents.

We also acknowledge and accept that the non-fulfillment of the statements in Points 8, 9 and 10 could be considered to void the Concession Award granted to us.

Place and date:,, 200...

Entity
Bidder

Name
Name of the Legal Representative of the Bidder

Signature
Signature of the Legal Representative of the Bidder

*The present document could be subscribed by the legal representatives of each Consortium member.
(The signatures of this Sworn Statement shall be notarized)*

EXHIBIT Nº 6

Form 3: INCORPORATION OF A BIDDER'S NEW MEMBER
(Reference: Point 6.2 of the Tender Documents)

SWORN STATEMENT

Hereby, I declare under oath that:

..... (Name of the new member):

- a) I am not administratively sanctioned with temporary or permanent disqualification to participate in the selection processes called by the State of the Republic of Peru, neither to contract with the State of the Republic of Peru..
- b) I have not ceased being concessionaire due to non-fulfillment of any concession contract signed with the State of the Republic of Peru under the legal framework of the private investment promotion process referred by the TUO about Concessions passed by Supreme Decree Nº 059-96-PCM or the Law Nº 28059, Law of Promotion of Decentralized Investment.

Place and date:,, 200...

Entity
New member

Name
Name of the Legal Representative of the New Member

Signature.....
Signature of the Legal Representative of the New Member

EXHIBIT Nº 6

Form 4: VALIDITY OF THE INFORMATION

(Reference: Point 7.1 of the Tender Documents)

SWORN STATEMENT

Hereby, we declare under oath that all the information, statements, certifications and, in general, all the documents presented in the Envelope Nº 1 are in force and shall remain in force until the Closing Date.

Place and date:, , 200...

Entity

Pre -Qualified Bidder

Name

Legal Representative of the Prequalified Bidder

Signature.....

Legal Representative of the Prequalified Bidder

EXHIBIT Nº 6
Form 5: ACCEPTANCE OF TENDER DOCUMENTS AND CONTRACT
(Reference: Point 7.1 of the Tender Documents)

SWORN STATEMENT

Hereby,(name of Prequalified Bidder) and our shareholders, partners or members, and the shareholders and partners of the latter, declare under oath that:

- 1° We accept all the provisions inherent to the Tender and Concession Award; the provisions included in Supreme Decree Nº 059–96–PCM, Ordered Only Text of the rules with the status of Law governing the Concession to the Private Sector of Infrastructure and Public Utilities (TUO) and its regulations, Supreme Decree Nº 060–96–PCM, the Tender Documents and the Circular Letters.
- 2° We have examined and are agree with the Tender Documents, the Contract and their supporting and related documentation, and explicitly accept the obligations derived from complying with the Law of Private Investment Promotion for Public Works in Infrastructure and Public Utilities and its regulations, these Tender Documents and other regulations that apply to the Concession Contract, and find no objection in the abovementioned background documents. And accordingly, we hold PROINVERSION and its advisors harmless of any liability caused by occasional errors or omissions that the aforementioned documents could contain.
- 3° If we become the Awardee, we commit to sign the corresponding Concession Contract.

Place and date:,, 200...

Entity
Prequalified Bidder

Name
Legal Representative of the Prequalified Bidder

Signature
Legal Representative of the Prequalified Bidder

EXHIBIT Nº 7

MODEL OF ECONOMIC PROPOSAL

(Reference: Point 7.2 of the Tender Documents)

EXHIBIT Nº 8

DATA ROOM USER GUIDE

(Reference: Point 3.2 of the Tender Documents)

I. AVAILABILITY

1. Authorized users

The authorized Users of the Data Room are the representatives of companies that paid the Participation Fee, provided that they are properly presented and identified before the Data Room management and have filled the necessary forms.

2. Capacity and services

The Data Room will include a meeting room with a maximum capacity for six persons. In addition to the documents available for the Tender of Comprehensive Projects for the Concession to the private sector of the Special Project Electric System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador - Grau Avenue, the users will have access to printing, photocopying, facsimile and other services to facilitate their tasks.

3. Opening hours

The Data Room will be open from 9:00 to 13:00 hours and from 14:00 to 17:00 hours from Monday to Friday.

4. Procedures for requesting services

The Bidder who wishes to use the Data Room must sign a Non-disclosure Agreement and file his request using the corresponding form stating his preferred visiting hours, the time he will use it and the names of visitors. The Data Room Coordinator will reply to the request according to availability and based on equity and balance principles. The Data Room will preferably be used to check reference documentation. Under no circumstance it may be used as the Bidders' working room.

All the documents and services will be requested by the respective forms and the Data Room Coordinator.

II. AVAILABLE SERVICES

There are no charges for using the Data Room, however, photocopying, printing, binding, floppy recording, CD copy, telephone, facsimile, refreshments, etc. are subject to charge. Additional services such as plan copying, scanning, Internet access and others may be available when requested in advance and the corresponding fees will be determined based on their cost, which will be communicated by the Data Room Coordinator.

III. DATA ROOM FORMS

This Exhibit includes Form 1 (IDENTIFICATION OF AUTHORIZED PERSONS FOR DATA ROOM USE) and its Appendix 1 (DATA AND VISITING TIME TABLE). The Bidder's group will fill the forms and send them by fax or e-mail before the first day of using the Data Room. This is an indispensable requirement to access information available in the Data Room. The information provided in these forms will be used to prepare visiting schedules and reservations for the Data Room use.

This Exhibit also includes the following documents:

- Form 2 (MULTIPLE SERVICE REQUEST) will be used for Bidder's requested services.
- Form 3 (TECHNICAL CONSULTATION REQUEST) will be used by Bidders to make their written requests on the several Project issues.

EXHIBIT Nº 8

Form 1: IDENTIFICATION OF THE AUTHORIZED DATA ROOM USERS

Lima,, 200...

Comité de PROINVERSIÓN en
Proyectos de Infraestructura Vial, Infraestructura Ferroviaria e
Infraestructura Aeroportuaria – PRO INTEGRACIÓN
Agencia de Promoción de la Inversión Privada - PROINVERSIÓN

Hereby, I,.....(name of representative) on behalf of(name of Bidder) request authorization to use the Data Room for the visiting period schedule proposed and for the persons listed on the table of Appendix 1.

Regarding the procedures for the use of the Data Room, we declare being aware of the procedures shown in the Data Room User's Guide attached to the Tender Documents as Exhibit 8.

We are also aware that the information in the Data Room is strictly confidential.

Sincerely,

Name of Representative

Identity Document

Signature of Data Room's
Coordinator Representative

EXHIBIT Nº 8

Form 1 - A

DATA AND VISITING SCHEDULE

Nº	First and last names	Identity Document	Nationality	Visiting period (date)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

EXHIBIT Nº 8

Form 2: MULTIPLE SERVICE REQUEST

Date of Request	
------------------------	--

Applicant	
------------------	--

User	
-------------	--

	Ref. Nº	Service	Units	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Delivery date	
----------------------	--

EXHIBIT Nº 8
Appendix 1: List of Data Room documents

<u>TITLE</u>	PRINTED	
1.	<u>GENERAL INFORMATION</u>	
1.1	Central Government	
1.1.1	Legislative Decree 418 (April 30th 1987) <i>Public spaces utilization right is authorized.</i>	Yes
1.1.2	Supreme Decree Nº 059-96-PCM (December 26th 1996) <i>The Ordered Only Text (TUO) about Concession of Public Works of Infrastructure and Public Utilities to Private Sector is approved.</i>	Yes
1.1.3	Supreme Decree Nº 060-96-PCM (December 27th 1996) <i>The Regulations of the TUO about Concession of Public Works of Infrastructure and Public Utilities to Private Sector are approved.</i>	Yes
1.1.4	Urgent Decree Nº 058-2001 (June 1st 2001) <i>The AATE administration is transferred to Lima Metropolitan Municipality</i>	Yes
1.1.5	Law 27972 (April 27th 2003) <i>Municipalities Organic Law</i>	Yes
1.1.6	Law 28253 (June 11th 2004) <i>The continuation of the execution of the Electric System for Massive Transport of Lima and Callao is declared as of public necessity.</i>	Yes
1.1.7	Law 28670 (January 28th 2006) <i>The Line 1 extension project of the Urban Rail in Lima is declared as of public necessity and national interest</i>	YES
1.1.8	Law 28927 Public Sector Budget Law for Fiscal Year 2007 (December 11th 2006) <i>The Presidency of the Cabinet is authorized to sign an agreement with the AATE to determine the way to execute the Project.</i>	YES
1.1.9	Framework agreement of Inter-Institutional Cooperation between Lima Metropolitan Municipality and Ministry of Transport and Communication. (February 20th 2009) <i>It states the obligations of each part to execute the Project</i>	

	<i>Electric System for Massive Transport of Lima and Callao.</i>	
1.1.10	Supreme Decree N° 008-2009-MTC (February 20th 2009) <i>Provias Nacional is authorized to be in charge of the Urban Electric Train</i>	
1.1.11	Urgency Decree N° 032-2009 (February 28th 2009) <i>The Ministry of Transport and Communication is in charge of the execution of the works for the Line 1 extension of the Electric System for Massive Transport of Lima and Callao</i>	
1.1.12	Urgency Decree N° 034-2009 (March 10th 2009) <i>It states extraordinary measures for the execution of the Project Line 1 extension for the Urban Train in Lima, Puente Atocongo - Avenida Grau.</i>	
1.1.13	Urgency Decree N° 063-2009 (June 8th 2009) <i>It approves the merge by absorption of AATE, Lima Metropolitan Municipality with Ministry of Transport and Communication.</i>	
1.2	Municipality	
1.2.1	Council Resolution N° 663 (April 22nd 1988) <i>The civil works carrying out on surface and on high-lift are authorized.</i>	Yes
1.2.2	Council Decree N° 110 (September 8th 2002) <i>Public urban transport service is declared in emergency.</i>	Yes
1.2.3	Council Agreement N° 005 (January 22nd 2003) <i>Metropolitan Lima transport and traffic is declared in emergency.</i>	Sí
1.2.4	Regulation 954 (June 22nd 2006) <i>It establishes Urban Public Transportation Policies rules for Metropolitan Lima</i>	YES
1.2.5	Regulation 975 (September 18th 2006) <i>It is approved the route and the right of way of the Line 1 Urban Train, Av. Aviación – Av. Grau – Av. Próceres de la Independencia.</i>	YES
1.2.6	Council Agreement N° 587-2009 (February 10th 2009) The Infrastructure committee approved the Technical Report N° 001/2009/CPI-TREN/PROINVERSION where it is reported that the process was declared void.	
2.	<u>INFORMATION OF THE BUILT STRETCH</u>	

2.1	Project Report: First stretch Villa El Salvador – Puente Atocongo. (Elaborated by Consorcio Tralima – 1997)	Sí
2.2	Final Report of Supervision Contract N° 002-92-AATE. (3 volumes) (Elaborated by Conafyd Consultores - 1997)	Yes
2.3	Index of the Documents of the Implementation Project Electro-mechanical Assembly of the Phase I of the Electric Train of Lima: Villa El Salvador – Atocongo. (Elaborated by AATE – 2003)	Sí
2.4	Index of the Documents of the Implementation Project Civil Works of the Phase I of the Electric Train of Lima: Villa El Salvador – Atocongo. (Elaborated by AATE – 2003)	Sí
3.	<u>INFORMATION OF THE STRETCH TO BE BUILT(Atocongo – Avenida Grau)</u>	
3.1	Equipment	
3.1.1	Technical Dossier of Electro-mechanical equipment and Rolling Stock for the Extension of the Lima Urban Train (4 volumes and Exhibits). Stretch: Atocongo – Hospital Dos De Mayo. (Elaborated by AATE – 2003)	Yes
3.1.2	Indexes of the Plans of Installations and Equipment for the Stretch: Atocongo – Hospital Dos de Mayo. (Elaborated by AATE – 2003)	Yes
3.2	Civil Works	
3.2.1	Technical Dossier of Civil Works (02 Volumes). Stretch: Puente Atocongo – Hospital Dos De Mayo. (Elaborated by AATE – 2003)	Yes
3.2.2	Main Plans of Civil Works for the Stretch: Puente Atocongo – Hospital Dos de Mayo. (Elaborated by AATE – 2003)	Yes
3.2.3	Index of Additional Plans of the Civil Works for the Stretch: Puente Atocongo – Hospital Dos de Mayo. (Elaborated by AATE – 2003)	Yes
3.2.4	Technical Dossier of Civil Works (01 Volume). Stretch: Atocongo – Hospital Dos De Mayo. (Elaborated by AATE – 2005)	Yes
3.2.5	List of Plans of the Viaduct to be Built (Sorted by Stretch). Stretch: Atocongo – Hospital Dos De Mayo. (Elaborated by AATE – 2005)	Yes

3.3	Investment estimates	
3.3.1	Budget of Investment for Electro-mechanical and Rolling Stock. (Elaborated by AATE – 2003)	Yes
3.3.2	Budget of Investment for Civil Works. (Elaborated by AATE – 2003)	Yes
3.3.3	Schedule of quantities for Electro-mechanical Equipment. (Elaborated by AATE – 2005)	Yes
3.3.4	Estimated budgets and Valued Schedules for new and remodeled trains. Elaborated by ENGEVIX company on June 2007	Yes
3.3.5	Update of Project Budget, elaborated by Engevix Engenharia S. A. (February 2008)	Yes
4.	<u>DEMAND STUDY</u>	
4.1	Model Explanation	
4.1.1	Demand Study (Elaborated by Sociedad Sogelerg, Cal & Mayor and Cesel S. A. – June 1998)	Yes
4.1.2	Urban Transportation Model MTU2001 Calibration Manual (Elaborated by AATE – May 30th 2002)	Yes
4.1.3	Urban Transportation Model MTU2001 User Manual (Elaborated by AATE – May 31st 2002)	Yes
4.1.4	Data Base of the MTU 2001 model, elaborated by AATE using EMM2 software.	YES
4.2	Results for different scenarios	
4.2.1	Modeling results – Line 1 of Urban Train Villa El Salvador – Aviación – Grau. (Elaborated by AATE – December 2003)	Sí
4.2.2	Consultancy in Demand Sensibility Modelation using Transportation Planning Software EMME/2 – FINAL REPORT. (Elaborated by Alfonso Castro Orihuela Eng. – November 2003)	Yes
5.	ADDITIONAL DOCUMENTS	
5.1	Studies	
5.1.1	Project Line 1 Extension of Lima Urban Train, Puente Atocongo – Avenida Grau. Feasibility Study (2 volumes and 10 exhibits)	Yes

	(Elaborated by AATE – 2004)	
5.1.2	Master Plan of Urban Transportation for Lima and Callao Metropolitan area in Republic of Peru. Final Report Draft – March (Elaborated by YACHIYO ENGINEERING Co. Ltd. In association with PACIFIC CONSULTANT INTERNATIONAL, financed by J. I. C. A. – Year 2005)	Yes
5.1.3	Additional Lines Study (August 2006) Project for restructuration of Urban transportation routes	YES
5.1.4	Feasibility Study Segregated Line Venezuela – Grau – Ayllon (April 2007)	YES
5.1.5	Feasibility Study of Lima Urban Train Line 2 (Draft – September 2007)	YES
5.1.6	File N° 19010 INC (December 22nd 2005) Certification of non-existence of archeological remains	Yes
5.1.7	Final Report of the update of Demand Study for the Electrical System for Massive Transport of Lima and Callao, Line 1, Special Project and CD containing the digital files of the study, including the model, elaborated by Consorcio Taryet - Getinsa, 2007	Yes
5.1.8	Detailed Document of the Final Report of Demand Study for the Concession of the Project Electrical System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador – Avenida Grau and a CD containing the updated digital files according to the Detailed Document and the data base of the model, elaborated by Consorcio Taryet - Getinsa, February 2008	Yes
5.1.9	Results of additional scenarios of Demand Study for the Concession of the Special Project Electrical System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador – Avenida Grau, elaborated by Consorcio Taryet – Getinsa (February 2008), which consider: <ul style="list-style-type: none"> - implementation of package 2 and an interval of 6 minutes between trains in peak as well as off-peak hours. - an scenario without rearrangement with an interval of 3 minutes in peak hours and 6 minutes in off-peak hours. <p>There is also a CD containing the digital files in Excel sheet about the scenarios above mentioned.</p>	
5.2	Technical Documents	
5.2.1	Installing Automation. Operation Manual Diagnosis (I4532) (Elaborated by ANSALDO TRASPORTI – 1992)	Yes
5.2.2	Signaling.	Yes

	Maintenance and Test Manual (I4076) (Elaborated by ANSALDO TRASPORTI – 1993)	
5.2.3	Installation, Use and Maintenance Manual of Track Circuits in Audio-frequency (I4079) (Elaborated by ANSALDO TRASPORTI – 1994)	Yes
5.2.4	Instructions for Installation and Maintenance of Turnstile TURN-0-MAT, MK XI Series – ITALDIS (Elaborated by ITALDIS – 1996)	Yes
5.2.5	Radio Ground – Train System Telecommunications (I5009) (Elaborated by ALCATEL / TELETTRA – 1993)	Yes
5.2.6	Board Transceiver FA 100-3/M Technical Manual (Elaborated by ALCATEL / TELETTRA – 1992)	Yes
5.2.7	Basic Course of Operation Telephone exchange MD 110 (Elaborated by ERICSSON– 1991)	Yes
5.2.8	Basic Course of Operation Telephone exchange BCS 150 (Elaborated by ERICSSON–1991)	Yes
5.2.9	Emergency Telephone Service Telecommunications (I5061) (Elaborated by FITRE – 1994)	Yes
5.2.10	Audible Spreading System Telecommunications (I5060) (Elaborated by IRMEL – 1994)	Yes
5.2.11	Traction Unit (M20-M21) Command Electrical Circuits Description Manual (R0101A) (Elaborated by CONSORZIO TRALIMA – 1995)	Yes
5.2.12	Technical Operative Internal Rules (R.I.T.O.) (Elaborated by AATE – 2002)	Yes
5.2.13	Structural Calculations Notes – Bridge Type D (02 volumes, C1682 and C1690) (Elaborated by CONSORZIO TRALIMA – 1992)	Yes
5.2.14	Structural Calculation Notes – Special Structure for Stations (02 volumes, C1324 and C 1325) (Elaborated by CONSORZIO TRALIMA – 1992)	Yes
5.2.15	Works Final Settlement: “Completion of Stretch J”. (Elaborated by OIST S. A. and PEDRO LAINEZ LOZADA INGENIEROS S. A. – ASOCIADOS – 1997)	Yes
5.2.16	Works Final Settlement: “Atocongo Station”. (Elaborated by ING. ALVA – ING. MENDOZA, ASOCIADOS – 1995)	Yes

5.2.17	Traction Unit (M20-M21) Use and Maintenance Manual – Mechanical Section – Box (R2003A) (Elaborated by CONSORZIO TRALIMA – 1995)	Yes
5.2.18	Traction Unit (M20-M21) and Towing (M22) Main Diagrams and Drawing of Use and Maintenance (Elaborated by CONSORZIO TRALIMA – 1995)	Yes
5.2.19	Traction Unit (M20-M21-M22) Description Manual – General Checking Motor Boggie (R1500A) (Elaborated by CONSORZIO TRALIMA –1993)	Yes
5.2.20	Traction Unit (M20-M21) Manual of Use and Maintenance of Electrical Equipment (R0100A) (Elaborated by CONSORZIO TRALIMA – 1995)	Yes
5.2.21	Manual for Instruction Course (Lesson 1.4.a) – Workshop Yard (Elaborated by CONSORZIO TRALIMA – 1994)	Yes
5.2.22	Detail Drawings of Typical Parapets on Bridges and Elevated Viaduct – (100-03-C-092) (Elaborated by AATE – 1999)	Yes
5.2.23	Soil Studies for Dimensioning of the Tracks Supporting Structure. Stretch Villa El Salvador – Puente Atocongo (Elaborated by A. LUNA TRELLES INGENIEROS S. A. and MICHELENA-REPETTO Y ASOCIADOS S. A. – 1988/1991)	Yes
5.2.24	Plans of electrical installations for the passengers station: Ayacucho (08 plans) (Elaborated by CONSORZIO TRALIMA – 1992)	Yes
5.2.25	Plans of electrical installations for the passengers station: San Borja (08 plans) (Elaborated by CONSORZIO TRALIMA – 1992)	Yes
5.2.26	Plans of electrical installations for the passengers station: Javier Prado (06 plans) (Elaborated by CONSORZIO TRALIMA – 1992)	Yes
5.2.27	Plans of electrical installations for the passengers station: Mercado Mayorista (06 plans) (Elaborated by CONSORZIO TRALIMA – 1992)	Yes
5.2.28	Plans of electrical installations for the passengers station: Hospital Dos de Mayo (06 plans) (Elaborated by CONSORZIO TRALIMA – 1992)	Yes
5.2.29	Plans for passengers stations: Atocongo (09 of Architecture, 15 of Structures, 08 of Electrical installations and 03 of Sanitary facilities) (Elaborated by CONSORZIO TRALIMA – 1992)	Yes

5.2.30	Supervision: End Track Jorge Chávez Station – Final Report and Economic Final Settlement (02 volumes) (Elaborated by ACRUTA Y TAPIA INGENIEROS S. A. C. – 1999)	Yes
5.2.31	Floor and Paving Studies for the Track Corridor of Avenida Aviación (Including: Final Report, Drilling Distribution, Faults Removing and Deflection Tests) (Elaborated by MEDROA INGENIEROS S. A. – 2000)	Yes
5.2.32	Plans of Third Tracks placed on San Juan and Angamos (13 plans) (Elaborated by the CONSORZIO TRALIMA – 1991/1992)	Yes
5.2.33	Technical Report of the Dimensioning of Primary Feeder Cables M. T. (I0152B) (Elaborated by the CONSORZIO TRALIMA – 1992)	Yes
5.2.34	Technical Specifications – Medium Voltage Cables (I3675A) (Elaborated by the CONSORZIO TRALIMA – 1994)	Yes
5.2.35	List of spare parts stock in AATE Warehouse on 06.30.07	Yes
5.2.36	Informative summary about maintenance of main rolling stock existing on November 2007	Yes
5.2.37	Updated report of the operation costs elaborated by AATE	Yes
5.2.38	Detailed technical aspects: Exceptional overload and existing power conditions	Yes
5.2.39	Technical Report: “Inspection and evaluation of corrosion state of the tracks of the Urban Train – December 2006”.	Yes
5.2.40	Laboratory Report “Thickness measurement by ultrasound” – December 2007	Yes
5.2.41	List of spare parts stock in AATE Warehouse on 06.30.09 (updated document 5.2.37)	
5.2.42	Informative summary about maintenance of main rolling stock existing on June 2009 (updated document 5.2.38)	
5.2.43	List of Main Assets on June 30th 2009 (updated document 5.2.43)	
5.2.44	List of Optional Assets on June 30th 2009 (updated document 5.2.44)	
5.3	Agreements	
5.3.1	Agreement PCM – MML (January 2007) To establish cooperation mechanisms between National Government and Lima Municipality	YES
5.3.2	Agreement MML – PROINVERSIÓN	YES

	(March 2007) Assign PROINVERSIÓN to design, conduct and develop the private investment promotion process of the PROJECT through a concession.	
5.4	Tender Documents	
5.4.1	Tender Documents for Comprehensive Projects for the Concession of Special Project Electrical System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador – Avenida Grau section.	YES
5.4.2	Issued circulars	YES
5.4.3	Draft Contracts for the Concession of the Special Project Electrical System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador – Avenida Grau section.	Yes
5.4.4	Communication VFCBI-093/07 of the Andean Development Corporation (CAF) dated on November 7 th , 2007	Yes
5.5	Preliminary Evaluation of Environmental Impact of the Project Lima Urban Train, Line 1, Extension, Puente Atocongo – Av. Grau	Yes

EXHIBIT 9

SWORN STATEMENT OF ROLLING STOCK SUPPLIER

Hereby, we declare under oath that we have no impediment to provide Rolling Stock in the Republic of Peru.

Place and date:, ----- 200...

Entity
Rolling Stock Supplier

Name
Legal Representative of the Rolling Stock Supplier

Sign
Legal Representative of the Rolling Stock Supplier

EXHIBIT 10

Appendix 1: Generic List of Existing Assets

Existing assets (stretch built from Villa El Salvador to Atocongo), that include:

- a) Civil works of the existing viaduct of 9.8 Km (surface or high-lift).
- b) Double track railway of 9.8 Km
- c) Field equipment for signaling along the 9.8 Km of double track.
- d) Contact line along the 9.8 Km of double track.
- e) Line for electrical distribution and communications along the 9.8 Km of double track.
- f) Seven equipped passengers stations.
- g) Three equipped rectifier substations.
- h) Civil works partially built for high-lift viaduct
- i) Fifteen hectares for workshop yard including:
 - Railway and contact line
 - Line for electrical distribution and communications
 - Industrial water and fire systems
 - Building with control center
 - Emergency thermal plant
 - 60/20 KV electrical substation
 - 20/1.5 KV rectifier substation
 - 20/0.4 KV electrical cabin
 - Low level car puller
 - Workshop for main rolling stock
 - Workshop for auxiliary rolling stock
 - General warehouse
 - Room for pumps and compressed air
 - General equipment and other buildings.
- j) Main rolling stock including five trains made of six (06) passenger cars (04 motorized cars and 02 towed cars) plus two (02) motorized cars for reserve.
- k) Auxiliary rolling stock including three auxiliary vehicles with diesel engine (01 diesel locomotive for maneuvers, 01 small wagon platform for contact line maintenance and 01 small wagon crane for railway maintenance).
- l) 60 KV transmission line of 7 Km long (from SS San Juan-Luz del Sur to the Electrical Substation of 60/20 KV in the workshop yard).
- m) Movable property.
- n) Tools
- o) Pedestrian and vehicular bridges crossing the track along the viaduct.

EXHIBIT 10

Appendix 2: Generic List of the Assets to be built according to the Public Tender Contract Nº 03-2009/MTC/20

The assets to be built (stretch from Atocongo to Grau), include:

- a) Civil works of the 12.5 Km. viaduct (high-lift).
- b) Railway of 12.5 Km. of double track.
- c) Field equipment for signaling along the 12.5 Km of double track.
- d) Contact line along the 12.5 Km of double track.
- e) Line for electrical distribution and communications along the 12.5 Km of double track.
- f) Nine new equipped passenger stations, plus the equipment of existing stations.
- g) Three equipped rectifier substations.
- h) Main rolling stock including five trains made of six (06) passenger cars (04 motorized cars and 02 towed cars) plus two (02) motorized cars for reserve, all with requested adequacy and modernization.
- i) Tools included in Works provision.
- j) Pedestrian bridges crossing the track along the viaduct replaced and redesigned according with the scope of the Works.

Additionally, included goods in the Workshop yard:

- a) Additional railway of 4.5 km
- b) Additional contact line of 5 km
- c) Building with new control center
- d) Distribution and communication line in all Workshop yard
- e) 60/20 KV electric Substation with adjustment for remote control
- f) 20/1.5 KV rectifier Substation with adjustment for remote control
- g) 20/0.4 KV electric Substation with adjustment for remote control
- h) Maintenance workshop of Fixed Installations.

EXHIBIT Nº 11

TECHNICAL PROPOSAL

(Reference: Point 7.1 of the Tender Documents)

**EXHIBIT N° 12
SCHEDULE**

(Reference: Point 1.7 of the Tender Documents)

Activity	Date
Call for Bid and delivery of the Tender Documents	Until 30 days after the publication of the Supreme Resolution confirming the Agreement adopted by the Board of Directors of PROINVERSIÓN regarding the Plan of Project Promotion.
Payment of the Participation Fee	Until 1 Day before the Presentation of Envelope N° 1
Visit to the Data Room	Until 1 Day before the Presentation of Envelopes N° 2 and N° 3
<u>TENDER DOCUMENTS</u>	
Inquiries about the Tender Documents	Until 20 Days before the Presentation of Envelopes N° 2 and N° 3
Responses to the Inquiries	Until 15 Calendar Days before the Presentation of Envelopes N° 2 and N° 3
<u>PREQUALIFICATION</u>	
Communication to the Bidders the delivery of documentation to Comptroller General of the Republic	To be communicated by Circular Letter
Presentation of Envelope N° 1	Until 2 days after the delivery of the documentation to Comptroller General of the Republic
Observations to Envelope N° 1	Until 5 days after the delivery to Comptroller General of the Republic
Rectification to observations to Envelope N° 1	Until 7 days after the delivery to Comptroller General of the Republic
Communication of Prequalification results	Until 9 days after the delivery to Comptroller General of the Republic
<u>CONTRACT</u>	
Delivery of the First Draft Contract	Until 15 Days after the publication of the Calling for Bid
Suggestions to the First Draft Contract	Until 15 Days after the previous activity
Delivery of the Second Draft Contract	Until 15 Days after the previous activity
Suggestions to the Second Draft Contract	Until 15 Days after the previous activity
Delivery of the Third Draft Contract	Until 15 Days after the previous activity
Suggestions to the Third Draft Contract	Until 15 Days after the previous activity
Delivery of the Final version approved by the Boards Directors of PROINVERSIÓN	The following day of the approval of the Board of Directors

Communication to the Bidders of the Preliminary Report from the Comptroller General of the Republic	Three days after the reception of the Preliminary Report from the Comptroller General of the Republic without observations or after the rectification from PROINVERSIÓN (hereinafter, the "REPORT").
Delivery of the final version of the contract	Two days after the communication of the REPORT
<u>PRESENTATION OF PROPOSALS</u>	
Presentation of the Envelopes N° 2 and N° 3	Five days after the communication of the REPORT
Opening of the Envelopes N° 3 and Concession Award	Seven days after the communication of the REPORT
Closing Date	To be communicated by Circular

Note: The Days presented in this Schedule are ruled according to the Tender Documents, i.e. Days means working days.

EXHIBIT N° 13

MODEL OF BOND FOR CHALLENGE THE CONCESSION AWARD (Reference: Point 9.2.2 of the Tender Documents)

Lima,200...

Agencia de Promoción de la Inversión Privada- PROINVERSIÓN

Ref. : Bank Bond N°.....

Expiration:

Dear Sirs:

Hereby, and on behalf of our clients, (Prequalified Bidder's name), we submit a joint and several liable, unconditional, immediate execution, without the benefit of discussion or division, and irrevocable bond, for up to the sum ofthousand and 00/100 American Dollars (US\$.....,000.00) in favor of PROINVERSIÓN to guarantee the payment of this sum in any of the assumptions stated in the fourth paragraph of this bank bond.

This bank bond will be in force since the presentation of the challenge and until (60) Days counting from the Closing Date of the Tender.

We explicitly acknowledge that this bank bond could be executed by PROINVERSIÓN in accordance with the Article 1898 of the Peruvian Civil Code.

It is expressly agreed that in order to honor the present bond, the only requirement will be a request via notary, from the Managing Director of PROINVERSIÓN or the person performing his work, at our offices whose address is below indicated, where the presented challenge in the Tender of Comprehensive Projects for the concession to private sector of the Special Project Electrical System for Massive Transport of Lima and Callao, Line 1, Villa El Salvador – Avenida Grau section, has been declared unfounded or groundless by the Board of Directors of PROINVERSIÓN; or, having obtained a resolution in this sense by the Committee, it was not appealed.

We bind ourselves to pay you the total amount of the bank bond within 24 hours, counting from the date of reception of the corresponding notarized letter of the requirement.

Any payment delay that is attributable to us will create an interest equivalent to the LIBOR plus a spread of 3%, which will accrue from the date in which the payment has been demanded and until the effective date of payment.

Sincerely,

SIGNATURE AND SEAL

Name of the Bank issuing the guarantee:

Bank address: