

REPUBLIC OF PERU



**BIDDING TERMS**

**COMPREHENSIVE PROJECT BIDDING  
FOR THE CONCESSION OF THE PROJECT**

**“CREATION OF THE SPECIALIZED HEALTH SERVICES OF THE SPECIALIZED  
HOSPITAL OF CHIMBOTE IN ANCASH HEALTH CARE NETWORK OF  
ESSALUD, DISTRICT OF NUEVO CHIMBOTE, PROVINCE OF SANTA,  
DEPARTMENT OF ANCASH”**

**Important: This is an unofficial translation. In the case of divergence between the English and Spanish text, the version in Spanish shall prevail.**

**August 2021**

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## 1. Background

- 1.1 By Resolution of the Executive Chairmanship No. 654-PE-ESSALUD-2013 of December 17, 2013, ESSALUD requested technical assistance from PROINVERSIÓN for the development of the project: "Creation of the High Complexity Hospital in Ancash health care network - Essalud in the district of Nuevo Chimbote, province Del Santa, department of Ancash"
- 1.2 On January 28, 2014, PROINVERSIÓN and ESSALUD signed the Technical Assistance Agreement under the modality of commissioning for the design, conduction and development of the Private Investment Promotion Processes for the projects communicated by the Executive Chairmanship of ESSALUD.
- 1.3 By Letter No. 643-GG-ESSALUD-2017 dated June 9, 2017, ESSALUD communicated to PROINVERSIÓN the approval of the pre-investment study at feasibility level and the declaration of project feasibility called "Creation of the High Complexity Hospital in Ancash health care network - Essalud in the district of Nuevo Chimbote, province Del Santa, department of Ancash" with SNIP code 218436, in response to Letter No. 314-SGEPI-GEI-GCPI-ESSALUD-2017.
- 1.4 By Agreement No. 79-2-2019-CD, dated February 21, 2019, the Steering Council of PROINVERSIÓN agreed to incorporate the project " Creation of the High Complexity Hospital in Ancash health care network - Essalud in the district of Nuevo Chimbote, province Del Santa, department of Ancash" to the private investment promotion process.
- 1.5 On May 7, 2019, by Agreement No. ATC/OC-16389-RG - ATN/ME-16085-RG, PROINVERSIÓN and the Inter-American Development Bank (IDB) entered into a Contingent Recovery Technical Cooperation Agreement to provide comprehensive advice to PROINVERSIÓN during the private investment promotion process for the project " Creation of the High Complexity Hospital in Ancash health care network - Essalud in the district of Nuevo Chimbote, province Del Santa, department of Ancash".
- 1.6 Through Official Communication No. 03-GCPGCI-ESSALUD-2021, dated January 29, 2021, ESSALUD informed PROINVERSIÓN of the change in the name of the Project, which will henceforth be "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash"
- 1.7 By means of Agreements No. 125-1-2021-Health on April 9, 2021, and No. 138-1-2021-Health on July 16, 2021, the Pro Social Committee approved the Initial Version of the Concession Contract (VIC) and its substantial amendments.
- 1.8 On July 20, 2021, by means of Letter N°4-CPIP – ESSALUD- 2021, ESSALUD issued its favorable opinion to the Initial Version of the Concession Contract.
- 1.9 On [\*] [\*] 2021, by means of [\*] the Ministry of Economy and Finance issued its favorable opinion to the Initial Version of the Concession Contract.
- 1.10 By Resolution [\*] dated [\*], the Executive Director of PROINVERSIÓN ratified Agreement No. [\*] adopted by the PRO SOCIAL+ Committee at its meeting held on [\*], approving the Bidding Terms and ordering the

publication of the corresponding call for bids. Said call was published on [\*] of [\*] on PROINVERSIÓN 's institutional website and in the Official Gazette "El Peruano".

## 2. Purpose of the Bidding

The Republic of Peru, through the Private Investment Promotion Agency - PROINVERSIÓN , announces a call for bids for Comprehensive Projects whose purpose is the selection of a national or foreign legal entity or Consortium, which will form the concessionaire company in charge of the design, financing, construction, equipment, operation and maintenance of the project "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash".

For this purpose, these Bidding Terms regulate the Bidding procedure, whose general objectives are as follows:

- a. To achieve a transparent, simple, objective and equal procedure.
- b. To achieve the concurrence of the greatest number of Bidders with experience in the obligations to be required.
- c. To define the basic rules on which the Bidder may formulate its Offers.
- d. To choose the best Offer submitted, according to the pre-established selection criteria.

The Bidding will be carried out in accordance with the provisions contained herein, and in all matters not foreseen therein, the Applicable Laws and Provisions shall be applicable to this process.

It is considered, without admitting proof to the contrary, that all Interested Parties, Bidders, Prequalified Bidders or Qualified Bidders participating in the Bidding are deemed to be familiar with the contents of these Bidding Terms and the Applicable Laws and Provisions.

## 3. General

- 3.1 The Bidding Terms and the documents that comprise them shall be governed and interpreted in accordance with the Applicable Laws and Provisions.
- 3.2 Legal entities, national or foreign, or Consortiums may participate in the Bidding.
- 3.3 A natural or legal person, individually or through a Consortium, may not participate in more than one Bidder.
- 3.4 May not be Bidders, directly or indirectly:
  - 3.4.1 Those who fall within the scope of Article 1366 of the Civil Code;
  - 3.4.2 Persons with impediments in accordance with the provisions of Law No. 30225, State Procurement Law, or any rule that may replace it;
  - 3.4.3 Persons (individuals or legal entities) with impediments established by regulations with legal rank;
  - 3.4.4 Those who, having been awarded Public-Private Partnership contracts, have ceased to be so due to non-compliance with the contract. This impediment is valid for two (2) years and extends to the Strategic Partner and/or those who have exercised Effective Control at the time of termination and/or expiration of the respective contract.
- 3.5 Bidders, Prequalified Bidders and Qualified Bidders may not directly or indirectly hire the advisory services of individuals or legal entities of the private sector that have provided or are providing consulting or

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*Bidding Terms of the Comprehensive Project for the concession of "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash"*

advisory services to PROINVERSIÓN in the private investment promotion process in which they are participating. The list of individuals or legal entities of the private sector that provide consulting or advisory services to PROINVERSIÓN in this process is established in the 0. Failure to comply with the provisions of this paragraph will result in the exclusion of Bidders, Prequalified Bidders and Qualified Bidders from the private investment promotion process.

- 3.6 The State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors are not responsible for, do not guarantee, either expressly or implicitly, the completeness, integrity, reliability or veracity of the information of the Virtual Data Room. Consequently, none of the persons participating in the Bidding may attribute any liability to any of the aforementioned parties or their representatives, agents or employees for the use that may be made of such information or for any inaccuracy, insufficiency, defect, failure to update or for any other cause not expressly contemplated in this subsection.
- 3.7 The aforementioned limitation reaches, in the broadest possible manner, to all the information related to the Bidding that was effectively known, to the information not known and to the information that at some time should have been known, including the possible errors or omissions contained therein, by the State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors. Likewise, such limitation of liability extends to all information, whether or not supplied or prepared, directly or indirectly, by any of the aforementioned parties.
- 3.8 The limitation of liability also includes all information available in the Virtual Data Room, in PROINVERSIÓN's institutional website ([www.proinversion.gob.pe](http://www.proinversion.gob.pe)), as well as that provided through Official Letters or any other form of communication, that which is acquired during the visits to the facilities related to the Bidding and those mentioned in these Bidding Terms, including all its forms and annexes.
- 3.9 All Prequalified Bidders must support their decision to submit their Envelope No. 2 and Envelope No. 3 on their own investigations, examinations, inspections, visits, studies, interviews, analyses and conclusions on the information available and that which they have particularly sought, at their own risk.
- 3.10 The mere submission of the forms provided for in the Bidding Terms shall constitute, without the need for any subsequent act, the acceptance by the Bidder, Prequalified Bidders and Qualified Bidders of the Bidding and, if applicable, the Successful bidder, of all matters relating to the limitation of liability with respect to the information in the Virtual Data Room, as well as its irrevocable and unconditional waiver, in the broadest manner allowed by the Applicable Laws and Provisions, to file any action, counterclaim, exception, claim, demand or request for indemnification against the State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors, except for the provisions of the following subsection **¡Error! No se encuentra el origen de la referencia..**
- 3.11 The Interested Party, who decides not to participate in the Bidding may transfer the Right of Participation to a third party. To this effect, the acquirer of said right must submit in Envelope No. 1 a communication evidencing the transfer in its favor, with the legalized signature of the grantor.
- 3.12 The Bidder must evidence its commitment to submit reliable information, by submitting the Form indicated in the 0 which shall have the nature of an Affidavit, declaring that the information and statement submitted in Envelope No. 1 is reliable and remains valid. The Affidavit shall be submitted in Envelope No. 2 duly signed by the Legal Representative of the Prequalified Bidder.
- 3.13 PROINVERSIÓN reserves the right to verify the veracity of the documentation submitted by the Interested Party, Bidder, Prequalified Bidder or Qualified Bidder during the different stages of the Bidding and even after its conclusion, without this implying in any way a limitation of the responsibility of the Interested

Party, Bidder, Prequalified Bidder or Qualified Bidder for the possible insufficiency or lack of veracity of the data or information submitted.

- 3.14 The lack of truthfulness or insufficiency in the data or information submitted by the Bidder, Prequalified Bidder or Qualified Bidder in this Tender, will cause the Project Manager to disqualify it, at any stage, without prejudice to the responsibilities that may be applicable.

#### 4. Definitions

All references made in this document to "Subsection", "Form" and "Annex" shall be understood to be made to the subsections, forms and annexes of these Bidding Terms, respectively, unless expressly indicated otherwise.

All references to time shall be understood to be made to local Peruvian time.

Expressions in the singular include the plural and vice versa. The terms that appear in capital letters in these Bidding Terms and that are not expressly defined in them, correspond to Applicable Laws and Provisions, or to the meaning given to them in the use of the activities involved in the development of the Project or, in their absence, to terms that are commonly used in capital letters.

In these Bidding Terms, the following terms shall have the meanings indicated below:

**4.1. Confidentiality Agreement:**

It is the commitment that the Interested Party, through its Authorized Agents or Legal Representatives, must sign before making use of PROINVERSIÓN's Virtual Data Room. The text of the Confidentiality Agreement is included in the 0 of the Bidding Terms.

**4.2. Award of the Successful Bid:**

It is the declaration made by the Committee, once it has determined which of the Qualified Bidders submitted the best Offer, in accordance with the terms and conditions established in the Bidding Terms, and that consequently has won this Bidding.

**4.3. Successful Bidder:**

It is the Qualified Bidder that submits the best Offer and is awarded the Successful Bid.

**4.4. Private Investment Promotion Agency – PROINVERSIÓN:**

It is the specialized technical body attached to the Ministry of Economy and Finance with legal personality, technical, functional, administrative, economic and financial autonomy, in charge of designing, conducting and concluding the private investment promotion process under the modality of Public Private Partnerships and Projects in Assets under the scope of its competence, unifying the decision-making within the process as provided in Legislative Decree No. 1362, Legislative Decree that regulates the Private Investment Promotion through Public Private Partnerships and Projects in Assets and its regulations; the Regulation of Organization and Functions of PROINVERSIÓN, approved by Supreme Decree No. 185-2017-EF, as amended, in accordance with the Applicable Laws and Provisions.

**4.5. Authorized Agents:**

These are the individuals designated by the Interested Party or Bidder to carry out, in its name and on its behalf, the acts of the Bidding that so require.

**4.6. Governmental Authority:**

It is any entity or organism of the State of the Republic of Peru that, according to the Applicable Laws and Provisions, exercises executive, legislative or judicial powers.



**4.7. Bidding Terms:**

This is the present document, including its Annexes, Appendices, Forms and Official Letters issued by the Project Manager, establishing the terms under which the Bidding will be carried out.

**4.8. Concession Assets:**

They are the movable or immovable, tangible or intangible assets, which in one way or another are incorporated to the Contract, are affected to it or constitute inseparable assets of the object of the same. The list of the assets that comprise it will be developed in the Concession Contract.

**4.9. Letter of Intent to Finance:**

Letter issued, in accordance with Annex N° 16, by a financial institution(s), through which it (they) express(es) its (their) intention to finance the Project, under the conditions established in the final version of the contract.

**4.10. Letter of Guarantee:**

It is the guarantee of civil nature issued by one of the Financial Institutions, in support of the obligations thus established in the Bidding Terms.

**4.11. Official Letters:**

These are the communications issued in writing by the Project Manager, whether of specific or general effects, for the purpose of completing, clarifying, interpreting, specifying or modifying the contents of the Bidding Terms or other Official Letter or to answer queries formulated by those who are authorized to do so, in accordance with these Bidding Terms. The Official Letters will form an integral part of the Bidding Terms. They may also be issued to communicate to Interested Parties, Bidders, Prequalified Bidders and Qualified Bidders information related to the process, with the prior approval of the Project Manager, Committee, Executive Director or Steering Council, as the case may be.

**4.12. Evaluation Committee for Envelope No. 1:**

This is the group of officials or servants appointed by the Project Manager to receive and evaluate the Envelopes No. 1 of the Bidders and the reconfirmation of Consortia of the Prequalified Bidders, the results of which will be expressed in reports and/or minutes addressed to the Project Manager.

**4.13. Evaluation Committee for Envelope No. 2:**

This is the group of officials or servants appointed by the Committee to receive and evaluate Envelopes No. 2, the results of which shall be expressed in reports and/or minutes addressed to the Committee. This committee shall also include one or more members appointed by the Grantor, which shall be requested in due time by the Project Manager.

The Evaluation Committee for Envelope No. 2 may have the advice of professional experts in the evaluation matters.

**4.14. Committee:**

It is the Special Committee for Investment in Education, Health, Justice, Tourism, Real Estate and Capital Markets Projects and Other Sectors or Public Enterprises - PRO SOCIAL +, whose members were appointed by PROINVERSIÓN CD Agreement No. 65-1-2018-CD.

**4.15. Grantor:**

The State of the Republic of Peru, represented by the Seguro Social de Salud (Social Health Insurance)– ESSALUD.

**4.16. Concession:**

It is the legal relationship of Public Law that is established between the Grantor and the Concessionaire as from the Closing Date, whereby the Grantor grants the Concessionaire the right to the economic exploitation of the Project, during its term, in accordance with the terms of the Contract and the Applicable Laws and Provisions.

**4.17. Concessionaire:**

It is the legal entity incorporated by the Successful Bidder, between the award date and the Closing Date, domiciled in Peru, whose sole corporate purpose is to develop the Project, which enters into the Concession Contract with the Grantor.

**4.18. Comprehensive Project Bidding or Bidding:**

It is the mechanism of the selection process regulated by these Bidding Terms for the concession of the Project to the private sector, by means of a Comprehensive Project Bidding.

**4.19. Steering Council:**

It is the highest management body of PROINVERSIÓN. It is in charge of controlling and supervising the management and proper development of private investment promotion processes.

**4.20. Consortium:**

It is the gathering of two or more legal entities or individuals that has been formed, or that submits a formal promise to be formed, for the purpose of participating as Bidder in this Bidding.

**4.21. Builder:**

The Bidder, or any of its members in the case of a Consortium or a third party that complies with the technical construction requirements for prequalification during the Bidding and that will assume the rights and obligations established in the Concession Contract.

**4.22. Concession Contract or Contract:**

It is the document, including the annexes, appendices and any other document that is integrated to it, entered into between the Grantor and the Concessionaire, through which the obligations and rights between such parties are governed during the Concession Term, to develop the Project.

**4.23. Effective Control:**

It is the situation whereby an individual or legal entity holds or is subject to the control of another legal entity, or subject to common control of the latter, in any of the following assumptions:

- a. It has more than fifty percent (50%) of the voting power in the general meeting of shareholders or partners, through direct ownership of securities representing the capital stock or indirectly through usufruct, pledge, trust, syndication and similar or any other legal act; or,
- b. Directly or indirectly has the power to appoint or remove the majority of the members of the board of directors or equivalent body, which allows it to control or exercise the majority of the votes in the meetings of the board of directors or equivalent body, or to govern the operating or financial policies under a regulation or contract whatever its modality, or,
- c. By any other mechanism or circumstance (contractual or otherwise), it effectively controls the decision-making power in the other company.

In addition to the above and whenever applicable, in order to determine the Effective Control, the provisions of Resolution No. 00019-2015-SMV/01 or any regulation that replaces or modifies it, shall be taken into account.

**4.24. Call for bid:**

This is the announcement through which the Bidder is invited to participate in the Bidding in accordance with the provisions of the Bidding Terms and the Applicable Laws and Provisions.

**4.25. Schedule:**

It is the chronological sequence of activities that will be developed during the Bidding and which are indicated in 0.

**4.26. Affidavit:**

It is the document submitted by a Bidder, Prequalified Bidder or Qualified Bidder, in the format provided in the Bidding Terms, in which the truthfulness of a fact, characteristic or condition is affirmed, under oath, being presumed true, unless proven otherwise, with the consequences established by the Applicable Laws and Provisions.

**4.27. Correctable Defect or Error:**

It is that defect or error that, in the opinion of the Project Manager, Committee, the Evaluation Committee for Envelope No. 1 or the Evaluation Committee for Envelope No. 2, as applicable, is of a formal nature in any document submitted in Envelope No. 1 or Envelope No. 2 and that does not significantly change its content or scope.

The omission in the presentation of any document in Envelope No. 1 shall be considered as a Correctable Defect or Error.

In no case shall the omission in the presentation of any of the documents that must be included in Envelope No. 2 be considered as a Correctable Defect or Error.

Envelope No. 3 cannot be correctable under any circumstances.

**4.28. Right of Participation:**

This is the right that allows an individual, national or foreign legal entity or Consortium to participate in the Bidding. It is acquired by paying the amount of USD1,000.00 (One thousand and 00/100 American Dollars including IGTV (General Sales Tax). The payment of the Right of Participation is non-refundable and is accredited with the corresponding proof of payment.

**4.29. Days:**

These are working days, i.e. days that are not Saturdays, Sundays or holidays in Lima and/or Callao, including those days that are not working days for the Public Administration at the national level.

All time references shall be understood to be made to Peruvian time in the twenty-four (24) hour system.

**4.30. Calendar Days:**

Are all days, including Saturdays, Sundays and holidays.

**4.31. Project Manager:**

The person in charge of conducting the private investment promotion process, in accordance with the functions and attributions established in the Applicable Laws and Provisions and these Bidding Terms.

**4.32. Executive Director:**

It is the highest executive authority and legal representative of PROINVERSIÓN. Exercises the functions and powers established by the Applicable Laws and Provisions and these Bidding Terms.

**4.33. Dollar or United States Dollar or US\$:**

It is the currency or legal tender in the United States of America.

**4.34. Affiliated Company:**

A company shall be considered an affiliate of another company when the Effective Control of such companies is held by the same Parent Company.

**4.35. Parent Company:**

A company that has Effective Control of one or more other companies. This definition also includes a company that has Effective Control of a Parent Company, as defined, and so on.

**4.36. Subsidiary Company:**

An enterprise whose Effective Control is held by a Parent Company. Also considered in this definition is that company whose Effective Control is in the hands of a Subsidiary Company, as the latter has been defined, and so on.

**4.37. Related Company:**

It is any Affiliated Company, Parent Company or Subsidiary Company.

**4.38. Financial Entities:**

These are the following entities:

- a. Banking and insurance companies defined in accordance with Law No. 26702, General Law of the Financial System and the Insurance System and Organic Law of the Superintendency of Banking and Insurance, as referred to in 0.
- b. The first category foreign banks referred to in 0.
- c. The international financial institutions, as listed in 0.

**4.39. Competition Factor:**

It (They) is (are) the objective criterion(s) on the basis of the Economic Offers will be formulated that will allow the selection of the Successful Bidder of the Bidding.

**4.40. Closing Date:**

This is the date and time to be communicated by the Project Manager by means of an Official Letter, on which the Contract will be signed and the acts set forth in subsection **¡Error! No se encuentra el origen de la referencia.** of the Bidding Terms.

**4.41. Guarantee of Validity, Effectiveness and Seriousness of the Offer:**

It is the Letter of Guarantee or alternatively stand-by letter of credit, which must be joint and several, unconditional, irrevocable, without benefit of excussion or division and of automatic execution, that the Prequalified Bidder shall submit in favor of PROINVERSIÓN, to guarantee the validity, effectiveness and seriousness of its Offer and the compliance of the obligations foreseen for the Closing Date, according to the model that is attached as 0 of the Bidding Terms. This guarantee must be issued by one of the Financial Institutions referred to in Annex N° 2.

The Project Manager may order the mandatory extension of this Guarantee, and the Prequalified Bidder must renew it for the terms established for such purpose.

**4.42. Specialized Hospital:**

Hospitals that, on the basis of their specialties, at least contain:

- Hospitalization, emergencies, laboratory and sterilization.
- Surgical specialties: traumatology and orthopedics, head and neck surgery, ophthalmology, otorhinolaryngology, urology, gynecology.
- Intensive care unit.
- Imaging service: magnetic resonance, tomography, radiodiagnosis, ultrasonography.
- Other support services: clinical pathology equipment, pathological anatomy, blood bank.

**4.43. Interested party:**

It is the legal entity (national or foreign) or Consortium that acquires the Right of Participation and subscribes the Confidentiality Agreement.

**4.44. General Sales Tax - IGV**

It is the General Sales Tax, referred to in Supreme Decree No. 055-99-EF, Ordered Single Text of the Law on General Sales Tax and Selective Consumption Tax, or the regulations that replace or amend it, as well as the Municipal Promotion Tax, referred to in Supreme Decree No. 156-2004-EF, Ordered Single Text of the Municipal Taxation Law, or the regulations that replace or amend it.

**4.45. Applicable Laws and Provisions:**

It is the set of legal provisions that directly or indirectly regulate the Bidding Terms and the Concession Contract, including the Political Constitution of Peru, the laws, the rules with legal rank, the supreme decrees, the regulations, directives and resolutions, as well as any other provision that according to the legal system of the Republic of Peru, is applicable, which shall be of mandatory compliance for the Bidding Terms and the Contract.

**4.46. Bid:** It includes the Technical Bid and the Economic Offer.

**4.47. Economic Offer:** It is the one submitted by the Prequalified Bidder in Envelope No. 3, in accordance with the Competition Factor.

**4.48. Technical Offer:** It is submitted by the Prequalified Bidder in Envelope No. 2 in accordance with Subsection 19.

**4.49. Operator:**

It is the Bidder or any of its Members, in the case of a Consortium, that meets the technical operation requirements for prequalification during the Bidding and that will assume the rights and obligations established in the Contract.

**4.50. Minimum Participation:**

It is the participation in the capital stock of the Concessionaire, which at no time may be less than thirty-five percent (35%) of the total of such capital subscribed and paid in cash, which the Strategic Partner must own and maintain during the entire term of the Concession.

**4.51. PROINVERSIÓN's Institutional Website:**

It is as follows: [www.proinversión.gob.pe](http://www.proinversión.gob.pe)

**4.52. Bidder:**

The interested party that participates in the Bidding by submitting Envelope No. 1 for prequalification.

**4.53. Qualified Bidder:**

It is the Prequalified Bidder that has submitted Envelopes No. 2 and 3, and whose documentation, duly submitted through Envelope No. 2, has complied with the requirements set forth in the Bidding Terms, and who is qualified for the opening of Envelope No. 3.

**4.54. Prequalified Bidder**

The Bidder whose documentation, duly submitted through Envelope No. 1, has complied with the requirements set forth in the Bidding Terms, and has been expressly accepted and declared by the Project Manager.

**4.55. Technical Proposal:**

It is the technical solution submitted by the Prequalified Bidder in Envelope No. 2, as indicated in Subsection 19.3.

**4.56. Project:**

It is the project "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash".

**4.57. Legal Representative:**

It (They) is (are) the individual(s) designated as such by the Bidder, with sufficient capacity to bind its represented party, in accordance with the provisions of the Bidding Terms.

**4.58. Virtual Data Room or VDR:**

It is the set of reference documents related to the Bidding and that will be made available to the Interested Parties and Bidders for the preparation of their Offer, under the conditions and with the limitations contained in the Bidding Terms.

**4.59. Envelopes:**

It refers jointly to Envelopes No. 1, No. 2 and No. 3.

**4.60. Envelope No. 1 or Credentials:**

This is the documentation referring to the existence, composition and financial, technical and legal capacities, which must be submitted by the Interested Parties. The Bidding Terms shall establish its total contents, form of presentation and the cases and terms in which it may be corrected.

**4.61. Envelope No. 2:**

This is the set of documents submitted by the Prequalified Bidder in Envelope No. 2, as indicated in Subsection. 19.

**4.62. Envelope No. 3:**

It is the document that contains the Economic Offer prepared in accordance with the Competition Factor and the other documents indicated in the following subsection 20.

**4.63. Strategic Partner:**

It is the shareholder or participant of the Concessionaire that accredited directly or through its Related Companies, as the case may be, the compliance with the technical operating requirements set forth in paragraph 16.2.1. of the Bidding Terms and that holds the ownership of the Minimum Participation in the Concessionaire.

In the shareholding structure of the Concessionaire, the Strategic Partner must own and maintain a Minimum Participation that may not be less than thirty-five percent (35%), for the entire term of the Concession Contract.

**4.64. Sol or S/:**

It is the legal tender currency in the Republic of Peru.

**5. Legal Framework**

**5.1.** Political Constitution of Peru.

**5.2.** Legislative Decree No. 295, Civil Code.

**5.3.** Law No. 26887, General Corporation Law.

**5.4.** Supreme Decree No. 027-2002-PCM, Merger of several entities related to the Private Investment Promotion into the Executive Directorate of FOPRI, which will be renamed the Investment Promotion Agency.

**5.5.** Law No. 28660, Law that determines the legal nature of the Private Investment Promotion Agency - PROINVERSIÓN.

**5.6.** Supreme Decree No. 185-2017-EF, Regulation of Organization and Functions of PROINVERSIÓN.

**5.7.** Legislative Decree No. 1362, Legislative Decree that regulates the Private Investment Promotion through Public Private Partnerships and Projects in Assets.

**5.8.** Supreme Decree No. 240-2018-EF, Regulation of Legislative Decree No. 1362, Legislative Decree that regulates the Private Investment Promotion through Public Private Partnerships and Projects in Assets. (hereinafter, Regulation of Legislative Decree No. 1362).

**5.9.** Supreme Decree No. 044-2020-PCM, Supreme Decree declaring a State of National Emergency due to the serious circumstances affecting the life of the Nation as a result of the COVID-19 outbreak.

**5.10.** Legislative Decree No. 1497 - Legislative Decree that establishes measures to promote and facilitate regulatory conditions that contribute to reduce the impact on the Peruvian economy due to the sanitary emergency caused by COVID-19.

**6. Powers of PROINVERSIÓN**

**6.1** The Project Manager conducts the Bidding and is empowered to:

- a. Exercise all the functions and powers assigned to it by the Applicable Laws and Provisions.
- b. Resolve that which is not foreseen in the Bidding Terms or in the Applicable Laws and Provisions.

**6.2** The mere submission, by the means indicated, of the information foreseen or requested by the Project Manager for the purposes of prequalification by a Bidder, does not oblige the Project Manager to declare

it as Prequalified Bidder, nor does the submission of a Technical Proposal or Economic Offer oblige the Project Manager to accept it.

- 6.3 The decisions of the Project Manager, Executive Director, Committee or the Steering Council, as the case may be, in relation to this Bidding are final, shall not give rise to indemnification of any kind and are not subject to administrative or judicial challenge, except as provided in subsection **¡Error! No se encuentra el origen de la referencia..** Consequently, by the sole participation in the Bidding, the persons who are included within the scope of these Bidding Terms waive the right to file any appeal against such decisions.

## 7. Concession Contract Projects

- 7.1. The Contract projects will be published in PROINVERSIÓN's Institutional Website and their approval will be notified, by Official Letter, to the Bidders and Prequalified Bidders, who may submit their comments or suggestions within the terms set forth in the Schedule. The Project Manager will evaluate whether or not to include the suggestions made by the Bidders or Prequalified Bidders.
- 7.2. The Project Manager shall publish in PROINVERSIÓN's Institutional Website the suggestions received to the Contract project.
- 7.3. None of the terms or criteria contained in the Contract projects shall bind PROINVERSIÓN or the Grantor in any way.
- 7.4. The final version of the Concession Contract approved by the Committee, and ratified by the Executive Director or Steering Council as applicable, shall be published in PROINVERSIÓN's institutional website, and its approval shall be notified, by Official Letter, to the Prequalified Bidders, in accordance with the provisions of the Schedule.

## 8. Schedule

- 8.1 The dates of the activities of the Schedule are detailed in 0.

The Project Manager shall communicate by Official Letter addressed to the Interested Parties, Bidders, Prequalified Bidders and Qualified Bidders, as appropriate, any modification to the Schedule.

## 9. Submission to the Bidding Terms and Interpretation

- 9.1. The mere submission of the documents required in the Bidding Terms implies full knowledge, acceptance and unconditional submission by the Bidder, Prequalified Bidder, Qualified Bidder or Successful bidder, as applicable, to each of the procedures, obligations, conditions and rules established in the Bidding Terms, without exception.
- 9.2. These Bidding Terms are legally binding for the Bidders, Prequalified Bidders, Qualified Bidders or the Successful bidder, and the submission of the documents required in the Bidding Terms implies their irrevocable and unconditional waiver to file, before any court or authority, any action, claim, lawsuit or request for indemnification against PROINVERSIÓN , its advisors, or any other entity, agency or official of the State of the Republic of Peru for the exercise of the powers set forth in the Bidding Terms and in the Applicable Laws and Provisions.



9.3. The terms and expressions used in the Bidding Terms shall be interpreted in their natural and obvious sense, unless another meaning has been specifically assigned to them in this document or its annexes, or is inferred from the context thereof; and, in any case, in accordance with the regulations in force in Peru. It shall be deemed, without admitting proof to the contrary, that all participants in the Bidding are aware of the Applicable Laws and Provisions.

9.4. The titles of the chapters, subsections, forms and annexes of the Bidding Terms are used exclusively for indicative purposes and shall not affect the interpretation of their contents.

## 10. Authorized Agents and Legal Representatives

### 10.1 Authorized Agents

10.1.1 The Interested Parties, Bidders, Prequalified Bidders and Qualified Bidders shall designate, by simple letter, a maximum of two (2) individuals as their Authorized Agents, with common domicile, if two, in the cities of Lima or Callao, who may act individually or jointly, at the discretion of the Interested Parties. Together with the designation, the following information must be provided: domicile, telephone number and e-mail address, through 0.

10.1.2 The Authorized Agents, in addition to others expressly contained in the Bidding Terms, shall have the following powers:

- a. To represent the Interested Party, Bidder, Prequalified Bidder, Qualified Bidder or Successful bidder before PROINVERSIÓN, the Executive Director, Committee, Project Manager and advisors on all matters, which are not the exclusive competence of the Legal Representative in accordance with the following subsection **¡Error! No se encuentra el origen de la referencia..**
- b. To answer, on behalf of the Interested party, Bidder, Prequalified Bidder, Qualified Bidder or Successful bidder and with binding effect on its principal, all questions posed by the Project Manager or Executive Director.
- c. To receive Official Letters.
- d. To sign the Confidentiality Agreement referred to in the subsection 4.1 above.
- e. Request information from the Project Manager and make use of the Virtual Data Room.

10.1.3 The Interested Parties, Bidders, Prequalified Bidders and Qualified Bidders, upon written communication addressed to the Project Manager and complying with the same requirements, may substitute the Authorized Agent(s), which shall take effect on the day following the date on which the communication is received by the Project Manager.

10.1.4 If applicable, the communications that PROINVERSIÓN sends to one of the Authorized Agents shall be understood to be known by all those who may have been appointed.

### 10.2 Legal Representatives

10.2.1 The Interested Parties, Bidders, Prequalified Bidders and Qualified Bidders may only designate up to two (2) common Legal Representatives to represent them, jointly or individually, in accordance with the provisions of this subsection. The following information must be provided with the appointment: the common address (in case there are two) in the

- city of Lima or Callao, the telephone number(s) and e-mail address(es) of the appointed representative(s).
- 10.2.2 The powers granted to each of the Legal Representatives must be sufficiently broad so that any of them, jointly or individually, may sign, in the name and on behalf of its principal, all the documents so required by the Bidding Terms, including, specifically, the power to initiate the challenge procedures set forth in the Bidding Terms, sign the Offers and, if applicable, the Concession Contract.
- 10.2.3 The Affidavits and/or Forms submitted in Envelope No. 1 must be signed by the Bidder's Legal Representative, who must be duly authorized for such purpose. The other documents contained in Envelope No. 1 shall not require signature or approval by the Bidder.
- 10.2.4 The documents submitted in Envelopes No. 2 and No. 3 must be signed or countersigned by the Legal Representative of the Prequalified Bidder or Qualified Bidder, as applicable, who must be duly empowered for such purpose.
- 10.2.5 The power of attorney by which the Legal Representatives are appointed shall contain the corresponding powers of representation, which may be general or special power of attorney. It shall be submitted in Envelope No. 1.
- 10.2.6 In the event of substitution of the Legal Representative, such substitution shall be effective as of the day following the date on which the Project Manager receives the documents duly evidencing such appointment.
- 10.2.7 The power of attorney granted outside Peru designating a Legal Representative must be:
- a. Duly drawn up or legalized before the competent Peruvian consulate, attaching a simple translation into Spanish if issued in a different language.
  - b. Countersigned before the Ministry of Foreign Affairs of Peru or,
  - c. Apostilled, in case the Bidder or its members come from a signatory country of the "Convention Suppressing the Requirement of Legalization of Foreign Public Documents" adopted on October 5, 1961, in the City of The Hague, Kingdom of the Netherlands, approved by Legislative Resolution No. 29445 and ratified by Supreme Decree No. 086-2009-RE ("Hague Apostille").
- 10.2.8 Powers of attorney granted in Peru must be evidenced by a public deed or a notarized copy of the minutes of the corresponding corporate body by which they are granted.
- 10.2.9 In no case shall it be required that, at the time of presentation, the powers of attorney of the Legal Representative be registered in the Public Registries.
- 10.2.10 In the case of Consortiums, the Legal Representatives must be common to all its members. Their appointment, in a number no greater than two (2), shall be made through the legal representatives of the members of the Consortium who have the powers to do so. The powers of the Legal Representatives must be accredited in accordance with the provisions

set forth in the following subsections 10.2.4 or **¡Error! No se encuentra el origen de la referencia..**

## 11. Reception Desk

- 11.1** Except in cases where otherwise expressly indicated, the maximum time of day for the submission of documents at the physical (at PROINVERSIÓN's offices)<sup>1</sup> or virtual reception desk ([mesadepartesvirtual@proinversion.gob.pe](mailto:mesadepartesvirtual@proinversion.gob.pe)), of PROINVERSIÓN, shall expire at 17:00 hours of Lima-Peru.
- 11.2** In the case of documents submitted through the virtual reception desk that have been received after 17:00 hours Lima-Peru time, they will be considered submitted the following day.
- 11.3** When using the virtual reception desk, the Project Manager shall communicate to the Interested Parties, Bidders, Prequalified Bidders and Qualified Bidders, by Official Letter, the exclusive use of said mechanism and shall specify the storage capacity limit of each email to be sent.

## 12. Consultations and Official Letters

### 12.1 Consultations

- 12.1.1 On the dates indicated in the Schedule, the Interested Parties, Bidders, Prequalified Bidders and Qualified Bidders, through the e-mail addresses provided by their Authorized Agents and/or Legal Representatives, may make inquiries strictly related to the Bidding Terms or comments or suggestions to the Contract Projects.

If the use of the virtual reception desk has been communicated, the consultations and suggestions shall be formulated in Spanish through the virtual reception desk, and shall be addressed to the following email address [mesadepartesvirtual@proinversion.gob.pe](mailto:mesadepartesvirtual@proinversion.gob.pe), with a copy to the e-mail address consigned for the project ([hospitalesaludchimbote@proinversion.gob.pe](mailto:hospitalesaludchimbote@proinversion.gob.pe)), considering the following:

**Nancy Zedano Martínez**

Project Manager

Av. Enrique Canaval Moreyra Nro. 150, Piso 8, San Isidro (Lima 27) Perú

Phone: (511) 200-1200 Ext 1221

If the use of the virtual reception desk has not been communicated, consultations and suggestions shall be submitted in Spanish and in writing at PROINVERSIÓN's reception desk.

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<sup>1</sup>The opening hours of the physical reception desk are from 9:00 a.m. to 5:00 p.m.

- 12.1.2 The Project Manager's responses to consultations to the Bidding Terms will be communicated by Official Letter to all Interested Parties, Bidders and Prequalified Bidders, as the case may be, without indicating the name of the person who made the consultation.
- 12.1.3 The Project Manager is not obliged to respond to consultations that are not related to the Bidding.
- 12.1.4 The Project Manager shall not be obliged to accept or respond to suggestions from Interested Parties, Bidders and Prequalified Bidders to the Contract Projects.

## 12.2 Official Letter

- 12.2.1 The Project Manager may at any time, if deemed necessary, communicate by Official Letter the following: clarify, specify, modify or supplement the Bidding Terms. To this effect, the Official Letter shall be addressed to the Legal Representative(s) or the Authorized Agent(s). All Official Letters issued will be published in PROINVERSIÓN's institutional website.
- 12.2.2 The Official Letters issued by the Project Manager shall form an integral part of the Bidding Terms, being, consequently, legally binding for all interested parties, Bidders, Prequalified Bidders and Qualified Bidders.
- 12.2.3 The Official Letters shall be notified, in accordance with the provisions of 0 .
- 12.2.4 After the expiration of the term for the prequalification of the Bidders, the Official Letters will only be notified to the Prequalified Bidders, and after the submission of Envelopes No. 2 and 3, only to the Qualified Bidders.
- 12.2.5 All communications addressed to the Interested Party, Bidder, Prequalified Bidder or Qualified Bidder may be made to any of the Authorized Agents or Legal Representatives through any of the following alternatives:
  - a. By courier, in which case the communication shall be deemed to have been received on the date of its delivery, at the common address indicated by the Authorized Agents referred to in 0 shall be deemed to have been properly made and effective.
  - b. By e-mail to the e-mail address(es) indicated on the 0.

The Interested Party, Bidder, Prequalified Bidder or Qualified Bidder accepts as well received the communications sent by e-mail, with confirmation of dispatch, and therefore it is understood that, with the mere fact of submitting the documents referred to in the 0 expressly consents to the Project Manager to make electronic communications from the institutional e-mail account.

The Interested Party, Bidder, Prequalified Bidder or Qualified Bidder has the permanent responsibility to keep track of its e-mail account.

In addition to the selected alternative, the Official Letters will be published in PROINVERSIÓN's institutional website.

The Project Manager, by Official Letter, may notify the Interested Party, Bidder, Prequalified Bidder or Qualified Bidder of the exclusive use of one of the communication mechanisms or the change of alternative chosen for the communication of the Official Letters.

The notification of the change of alternative takes effect on the day it is recorded as having been received, in accordance with the provisions of subsection 2 of Article 25 of the Single Ordered Text (TUO, for its acronym in Spanish) of the Law on General Administrative Procedure.

### **13. Access to Information:**

#### **13.1 Access to the Virtual Data Room (VDR)**

- a. The Interested Parties, Bidders or Prequalified Bidders will have, until the date indicated in the Schedule, access to the information related to the Project that will be available for consultation in PROINVERSIÓN's Virtual Data Room.
- b. The Virtual Data Room is the virtual space where the information related to the Project is located, and which may be accessed from PROINVERSIÓN's Institutional website only by the Interested Parties, Bidders or Prequalified Bidders that have previously paid the right of participation and is governed according to the rules set forth in the Manual of Access and Use of the Virtual Data Room that is indicated in 0 – Appendix N° 1.
- c. The Interested Parties, Bidders or Prequalified Bidders are responsible for the safekeeping and correct use of the passwords to access the Virtual Data Room.
- d. All information available in the Virtual Data Room is subject to the limitations of responsibilities established in Subsection 3.10.

#### **13.2 Confidentiality Agreement**

The Authorized Agent(s) or the Legal Representative(s) shall sign the Confidentiality Agreement included in 0, in order to have access to the Virtual Data Room.

#### **13.3 Virtual Data Room Information Content**

The information in the Virtual Data Room is as indicated in 0 Annex N° 13 – . Any additional documents to be incorporated into this document will be communicated through an Official Letter.

### **14. Request for Interviews**

All Interested Parties or Bidders, through the Authorized Agents and/or Legal Representatives, as the case may be, shall have the right to request interviews with the Project Manager up to the day prior to the expiration of the term for submitting Envelope No. 1 and, in the case of Prequalified Bidders, they may do so up to one day prior to the submission of Envelopes No. 2 and No. 3. The Project Manager may conduct these interviews virtually.

In the case of a face-to-face interview, a record shall be signed by the participants and the topics discussed. In the case of a virtual interview, the Project Manager will send an e-mail to the participants with a summary of the topics discussed.

## 15. Submission of Envelopes No. 1, No. 2 and No. 3

### 15.1. General

- a. Unless expressly established otherwise, all documents must be submitted in Spanish or accompanied by a simple translation into Spanish. In the event of any discrepancy between the texts in both languages, the Spanish text shall prevail.
- b. All the documentation submitted in the Envelopes must be perfectly legible and must be clearly foliated, in a correlative manner and signed on each page by the Legal Representative(s). Likewise, an index containing a detailed list of all the documents included in each Envelope shall be included, with the exception of Envelope No. 3.
- c. In the event of any discrepancy between a figure expressed in numbers and in letters, the figure expressed in letters shall prevail.
- d. In the case of Envelope No. 1, the Project Manager may arrange for the use of the mechanism of the virtual reception desk, if appropriate, which shall be communicated by Official Letter.
- e. The documents in Envelope No. 1 shall be submitted, as the case may be, in physical form, upon request for an appointment or through the virtual reception desk, with a copy to the e-mail address provided for the project, through the e-mail addresses provided by the Legal Representatives of the Bidders. In the event that there is more than one Legal Representative and the representation has not been indicated to be joint, it will be sufficient that the subscription of the Affidavits and/or Forms, as well as the sending of the e-mail, be made by one of them.
- f. Envelopes No. 2 and No. 3 may only be submitted personally by the Authorized Agent(s) or by the Legal Representative(s). Documents sent by postal service, electronic or any other type of communication will not be accepted or received.
- g. Envelopes No. 2 and No. 3 shall be submitted sealed and labeled on the front with the name of the Bidder. This provision is also applicable to Envelope No. 1, in the event that its physical presentation is required.
- h. Envelope No. 2 shall be submitted in three (3) sets, one (1) original and two (2) simple copies.
- i. Envelope No. 3 shall be submitted only in Original.
- j. The Interested Party or Bidder shall assume all costs or expenses, direct or indirect, incurred in connection with the preparation and submission of Envelopes No. 1, No. 2 and No. 3, as applicable. The State or any of its agencies, including PROINVERSIÓN, its consultants and/or

advisors, shall not be responsible in any case for such costs or expenses, regardless of the result of the Bidding, or if the same is suspended or cancelled.

- k. In the event that any Prequalified Bidder fail to submit any of the documents required for Envelope No. 2, such Bidder shall be disqualified from the Bidding.

#### **15.2. Submission of Envelope No. 1**

Envelope No. 1 shall be submitted within the term indicated in the schedule.

The documents included in such Envelope shall be numbered in a correlative and clear manner, including a table of contents with a detailed list of the documents included.

In the event that the submission of Envelope No. 1 is to be submitted virtually, it shall be done through the virtual reception desk. In addition to the above, the documents included in such Envelope must be legibly scanned in color PDF format.

#### **15.3. Submission of Envelopes No. 2 and No. 3**

The submission of Envelopes No. 2 and No. 3, by the Prequalified Bidders, will be carried out in a public act before the Committee, in the presence of a Notary Public, on the date, time and place indicated by Official Letter.

### **16. Contents of the Envelope No. 1 (Credentials)**

Envelope No. 1 should contain the following documentation:

#### **16.1. Legal requirements**

- 16.1.1 A simple copy of the Bidder's current Bylaws or equivalent instrument issued by the competent authority in the Bidder's country of origin, or in the case of a Consortium, of each of its members.
- 16.1.2 Affidavit, accrediting the existence and validity of the legal entity, according to the Annex N° 5 – of 0 or Form N°3 of Annex N°5, as applicable.
- 16.1.3 In the case of a Consortium, in addition to the obligation to comply with the requirement(s) mentioned in subsection 16.1.1 of the Bidding Terms, the Bidder must submit an Affidavit, confirming its existence, validity and solidarity with respect to the obligations assumed in the Bidding, according to Annex N° 5 – **Form N° 2** of 0.
- 16.1.4 Affidavit, signed by the Legal Representative of the Bidder, indicating the percentage of participation that corresponds to each of its shareholders or partners, according to 0 Annex N° 5 – **Form N° 4**. In the case of Consortiums, such information shall also be required for each of its members, according to the Annex N° 5 – **Form N° 5** of 0.
- 16.1.5 Simple copy of the receipt of payment of the Right of Participation issued in the name of the Interested Party or of one of the members of the Consortium. Alternatively, if applicable, an Affidavit shall be submitted explaining how the Right of Participation was acquired, either through a Company related to the Interested Party or one of its shareholders or partners, or through a transfer of rights, in which case the communication

evidencing the transfer in its favor must also be submitted. Once this right has been paid, the Interested Party shall present the Annex N° 5 **Form N° 15** of 0.

- 16.1.6 Copy of the power of attorney of the legal representative or original or copy of the certified copy of the power of attorney. In the case of a Consortium, a copy of the powers of attorney of the legal representatives of each of its members are recorded or an original or copy of the certified copy of the power of attorney.

If the power of attorney is registered in the Public Registry, the corresponding validity of the power of attorney may be submitted, with an issue date no more than 30 calendar days from the date of its submission to PROINVERSIÓN.

In both cases, an Affidavit must be attached stating that the aforementioned powers of attorney are in force according to Form N° 1 of Annex N° 8, which must have the legalized signatures of the Legal Representative.

- 16.1.7 Affidavit of not being disqualified from contracting, in accordance with Annex N° 5 – **Form N° 6** of 0.
- 16.1.8 Affidavit expressing that the Bidder waives to invoke or exercise any diplomatic or other privilege or immunity or claim through diplomatic channels and any claim that could be invoked by or against the State or any of its agencies, including PROINVERSIÓN, its consultants or advisors, under Peruvian law or under any other legislation with respect to its obligations derived from the Bidding Terms, the Economic Offer or the Technical Proposal.

Said affidavit must be submitted according to Annex N° 5– **Form N° 7** or Annex N° 5 – **Form N° 8** of 0, according to the following:

- a. Annex N° 5– **Form N° 7** of 0 by the Bidder whose shares are not listed in stock exchanges. In the case of a Consortium, it shall be submitted only by those members of the Consortium that do not have their shares listed in stock exchanges.
- b. Annex N° 5 – **Form N° 8** of 0 by the Bidder whose shares are listed in stock exchanges. In case of Consortium, it shall be submitted only by those members of the Consortium that have their shares listed in stock exchanges.

In the case of a Consortium made up of listed and unlisted companies, both forms must be submitted, as set forth above.

- 16.1.9 Affidavit, according to Annex N° 5 – **Form N° 9** of 0 duly signed by the Bidder's Legal Representative stating that the Bidder's advisors have not failed to comply with the provisions of subsections 33.2 and 33.3 of Article 33 of Supreme Decree No. 240-2018-EF, as amended.
- 16.1.10 Affidavit by which the Bidder declares that it does not have direct or indirect participation in any other Bidder as per the Annex N° 5 – **Form N° 10** or Annex N° 5 – **Form N° 11** of 0 according to the following:



- a. Annex N° 5 – **Form N° 10** of 0 by the Bidder whose shares are not listed in stock exchanges. In the case of a Consortium, it shall be submitted only by those members of the Consortium that do not have their shares listed in stock exchanges.
- b. Annex N° 5 – **Form N° 11** of 0 by the Bidder whose shares are listed in stock exchanges. In case of Consortium, it shall be submitted only by those members of the Consortium that have their shares listed in stock exchanges.

In the case of a Consortium made up of listed and unlisted companies, both forms must be submitted, as set forth above.

- 16.1.11 Affidavit in accordance with Annex N° 5 – **Form N° 12** of 0 of commitment to incorporate a legal entity in Peru for the purpose of executing the Contract, submitted only by consortiums. The referred legal entity to be incorporated may adopt any of the corporate modalities regulated by the General Corporation Law. Notwithstanding the foregoing, the Strategic Partner must have at least a thirty-five percent (35%) participation in the legal entity to be incorporated for the purpose of executing the Contract.
- 16.1.12 Affidavit in accordance with Form N° 13 of Annex N° 5, which states that neither the Bidder, nor its shareholders, partners or Related Companies, nor any of their respective directors, officers, employees, nor any of their advisors, representatives or agents, have paid, offered, or attempted to pay or offer, or will attempt to pay or offer in the future any illegal payment or commission to any authority, institution or individual holding any public office related to the awarding of the successful bid.
- 16.1.13 Affidavit in accordance with the Annex N° 5 – **Form N° 14** of 0 in which the Bidder, if awarded the contract and having submitted the documents in Envelope No. 1 through the virtual reception desk, undertakes to physically submit the documents included in Envelope No. 1, within the term and in the manner established in the certificate of awarding of the successful bid.

## 16.2 Technical requirements

### 16.2.1 General requirements of experience in sanitary infrastructure concessions

The Bidder, or any of its members in the case of a Consortium, must accredit a participation of no less than twenty-five percent (25%) in the company or consortium that has contracted at least two (2) projects under the modality of public-private partnership or concessions, or long-term private participation schemes or similar that include the design, financing, construction, operation and maintenance for a hospital, with at least one hundred (100) beds and that operates any of the following services: hemodialysis or laboratory or imaging, which shall be evidenced by attaching copies of the documents evidencing their participation and being in the operation phase (contracts, certificates or verification letter, among others). The total of experiences of the Consortium members will be allowed.

### 16.2.2 Requirement of experience in operation and construction of sanitary infrastructure

In order to comply with the technical capacity, the Bidder or any of its members in the case of a Consortium, must accredit, as a minimum, within the last twenty (20) years, experience in the following areas:

- i) Operation of 2 or more hospital services, which must comply at least with the requirements set forth in Annex 22.
- ii) Construction of two (2) hospital infrastructure projects within the last twenty (20) years, whose total built area has been at least forty thousand square meters (40.000 m<sup>2</sup>), provided that at least one of the accredited projects has been of at least twenty thousand square meters (20.000 m<sup>2</sup>), and that both are in the operational stage.

The operating experience may be accredited through the Bidder, or through one of its members in the case of a Consortium; directly or through a Related Company.

The Bidder or member of the Bidder that accredits operating experience must become a Strategic Partner, in accordance with the conditions established in the Concession Contract.

Construction experience may be accredited through the Bidder, or by one or more of its members in the case of a Consortium, by a Related Company or by one or more Builders that will be hired by the Concessionaire.

In the event that the Bidder chooses to hire a third party, it must submit the notarized commitment to hire the Builder, in accordance with the model in **¡Error! No se encuentra el origen de la referencia..**

The Builder hired by the Concessionaire will be jointly and severally liable with the Concessionaire, in accordance with the terms established in the Concession Contract.

To prove compliance with the operation and construction requirements, the Bidder that intends to invoke its participation in previous projects must have participated with a minimum of thirty-five percent (35%) in the company or consortium constituted to execute the project.

Likewise, the experiences of the Related Companies to the Operator or Builder to be accredited will be considered, under the same conditions mentioned in the preceding paragraph.

16.2.3 Whoever accredits the experience indicated in any of the preceding letters may submit to the Bidding with one Bidder. This impediment applies to its Related Companies.

16.2.4 For the accreditation of the requirements indicated in this subsection, the O and the certificates, records or third-party technical statements must be submitted.

### 16.3 Financial requirements

16.3.1 The Bidder must provide proof of strict compliance with the following financial requirement(s):

- a. A minimum net equity of S/ 85,000,000 (Eighty-five million and 00/100 Soles) at the end of the last fiscal year immediately preceding the date on which Envelope No. 1 is submitted.

In case the Bidder or the member of the Consortium that accredited the financial capacity in the present tender decides to present itself individually or as part of another Consortium and accredit the financial capacity in the Integral Project Tender of the Piura hospital

project, it must accredit the amount equivalent to the sum of the minimum net worth of both projects.

- 16.3.2 The required minimum net equity level may be credited under any of the following options:
- a. Directly by the Bidder or by any of its members in the case of a Consortium,
  - b. Through the Parent Company or the Subsidiary Companies, if the latter exist, or through the Bidder or any of its members in the case of a Consortium,
  - c. Through the sum of the net equity of each one of the members, in case the Bidder is a Consortium, or of the Parent Company or Subsidiary Companies of any of its members.
- 16.3.3 The accreditation required in the preceding subsection must be submitted in accordance with 0.
- 16.3.4 Additionally, a simple copy of the audited financial statements of the last two (2) years available or similar documents of the Bidder and its members, in case of Consortium or of the respective Related Company(ies) of the Bidder or member, as the case may be, must be submitted, which prove the net equity stated in 0.
- 16.3.5 A similar document is understood to be the Income Tax Returns submitted to the National Superintendence of Customs and Tax Administration (SUNAT). In case the Bidder, the member of the Consortium or its Parent Company or Subsidiary carries out its operations abroad, the documents similar to those indicated above issued in the countries of origin shall be required.

## **17. Simplified Prequalification Procedure (Submission of Envelope No. 1)**

- 17.1** This is the mechanism through which the Interested Parties that have prequalified in any process carried out by PROINVERSIÓN in the last five (5) years as of the date of submission of Envelope No. 1 for such process may request, prior to the submission of Envelope No. 1, a "Certificate of Validity of Prequalification Documents" to prove their credentials in the Bidding.
- 17.2** The Interested Party wishing to make use of the simplified prequalification procedure shall submit a request to the Project Manager indicating the name of the process in which it participated, as well as the documentation submitted for the purposes of prequalification or submission of credentials. The request must be submitted no later than twenty (20) days prior to the expiration of the term for submitting Envelope No. 1 referred to in the Schedule of the Bidding Terms.
- 17.3** The submission of the request to make use of the simplified prequalification procedure shall be made through the physical reception desk or, if the exclusive use of electronic means has been communicated, through the virtual reception desk with a copy to the e-mail address provided for the project, through the e-mail addresses provided by the Authorized Agents and/or Legal Representatives of the Interested Parties, Bidders, Prequalified Bidders and Qualified Bidders.
- 17.4** The Project Manager or the Evaluation Committee for Envelope No. 1 shall verify the applicability of the documents to the prequalification process of the Bidding.
- 17.5** If the applicability referred to in the previous paragraph is verified, the Project Manager shall deliver the Certificate of Validity of the Prequalification Documents to the Interested Party no later than ten (10)

days after the presentation of the request for such certificate. The Certificate of Validity shall be sent physically or virtually to the e-mail addresses indicated, as the case may be.

- 17.6** In order to comply with the submission of Envelope No. 1, the Interested Party that has used the simplified procedure shall only submit the following documentation:
- a. The Certificate of Validity of Prequalification Documents.
  - b. Affidavit stating that the documentation referred to in the Certificate of Validity of Prequalification Documents is still in force, according to the model contained in 0 of the Bidding Terms.
  - c. The new or additional documentation required for the purposes of the Prequalification as indicated in the subsection 16.

## **18. Submission, Evaluation and Prequalification of the Envelope No. 1**

### **18.1 Submission**

- a. The Interested Parties shall submit their Envelopes No. 1, within the term indicated in the Schedule, through the physical reception desk or through the virtual reception desk, in the latter case with a copy to the e-mail [hospitalessaludchimbote@proinversion.gob.pe](mailto:hospitalessaludchimbote@proinversion.gob.pe).
- b. The Project Manager shall communicate by e-mail to the Bidder the date and time of the opening of Envelope No. 1, either physically or remotely. In case the opening of Envelope No. 1 has been arranged to be held remotely, the Project Manager may use the digital media deemed appropriate. After the opening of Envelope No. 1, the Project Manager shall issue a record of the receipt of the documents contained in Envelope No. 1 and the number of pages. The opening of the documents included in Envelope No. 1 shall be recorded.
- c. In the event that any of the documents requested in Envelope No. 1 are missing, it shall be understood as not submitted and may be resubmitted following the same procedure established in Subsections 18.1 a) and 18.1 b), being stated in the record referred to in the preceding paragraph.
- d. After the opening of Envelope No. 1, the Bidder shall not be provided with any information concerning its prequalification until the Project Manager's decision, after evaluation by the Evaluation Committee for Envelope No. 1, has been made known to said Bidder.

### **18.2 Evaluation**

- a. In the event that a Correctable Defect or Error is found to exist, the Project Manager, directly or at the discretion of the Evaluation Committee for Envelope No. 1, shall request the Bidder to correct it in writing, granting the corresponding term according to the Schedule, under penalty of being excluded from the prequalification.

The corresponding responses shall be made in writing by physical or digital media, as the case may be, in accordance with the provisions of the preceding paragraph.

- b. Additionally, in order to facilitate the examination, verification and comparison of data and requirements, the Evaluation Committee for Envelope No. 1 may request any Bidder to clarify the information contained in Envelope No. 1. The request for clarification and the corresponding response shall be made in writing and submitted through the physical or virtual reception desk, as the case may be.

### 18.3 Pre-qualification

- a. Within the maximum term indicated in the Schedule, the Project Manager, at the proposal of the Evaluation Committee for Envelope No. 1, will issue its decision, determining the Prequalified Bidders to participate in the following stages of the Bidding, which will be communicated to each Bidder in writing.
- b. Any Prequalified Bidder may form a Consortium until the date set forth in the Schedule. Likewise, during said term, the Prequalified Bidders may make changes in the formation of a Consortium. In any of the cases they may associate with other Prequalified Bidders or with third parties. The new Consortium, within the term foreseen in the Schedule, must comply with the prequalification requirements by submitting the documents required by the Bidding Terms. The changes must be submitted to the Project Manager for consideration within the indicated term, who reserves the right to accept these changes.
- c. In the event that any member of a Prequalified Bidder decides to withdraw from the Consortium, the Prequalified Bidder shall notify the Project Manager within the term established in the Schedule. To this effect, the Prequalified Bidder shall submit another legal entity to replace it, only to the extent that the remaining members of the Prequalified Bidder do not meet the prequalification requirements; if this is the case, the Prequalified Bidder shall submit the new member to the Project Manager for evaluation within the aforementioned term.

In case the Prequalified Bidder does not submit the new member, its prequalification shall be without effect for the Bidding, which shall be communicated by the Project Manager.

- d. The Project Manager's decision regarding the prequalification shall be final and shall not be subject to appeal.

### 19. Contents of the Envelope No. 2

Envelope No. 2 should contain the following:

#### 19.1 Affidavits

- a. Affidavit according to Form 2 of 0 whereby it shall be stated that all the information submitted in Envelope No. 1 remains in effect as of this date and shall remain in force until the Closing Date.
- b. Affidavit by which the Prequalified Bidder states that it is aware of the Bidding Terms and Official Letters; that it accepts the final version of the Contract that will be delivered on the date indicated in the Schedule and that it commits that in case of being Successful Bidder, the Contract will be signed by the legal representative of the Concessionaire.  
This document shall be delivered according to 0, in the event that the Prequalified Bidder does not have its shares listed on a stock exchange, or according to 0, in case the Prequalified Bidder has its shares listed in a stock exchange.
- c. Affidavit of compliance with the minimum requirements of the project, according to 0.
- d. The Letter of Intent for Financing according to 0.

- 19.2 **Guarantee of Validity, Effectiveness and Seriousness of the Offer.** Said Guarantee, in the amount of S/ 4'000,000 (Four million and 00/100 Soles), which must be in force for a term of not less than one hundred and twenty (120) Calendar Days as of the date of submission of Envelopes No. 2 and No. 3. The Project

Manager may order the mandatory extension of the Guarantee of Validity, Effectiveness and Seriousness of the Offer, and the Qualified Bidder must renew it for the terms established for this purpose.

**19.3 Technical Proposal** prepared taking into consideration the provisions of **¡Error! No se encuentra el origen de la referencia..**

In case of omission of any of the documents detailed above, the Committee shall consider that Envelope No. 2 has not been submitted. Only the correction of errors or defects, which in the judgment of the Evaluation Committee for Envelope No. 2, are of a non-substantial nature, shall proceed.

The Technical Proposal shall be an integral part of the Contract and shall be binding in all its aspects, with the exceptions that may be established in the Contract.

**20. Contents of the Envelope No. 3**

The Economic Offer must contain:

- 20.1 The Economic Offer, printed on security paper that will be sent in due time by PROINVERSIÓN , shall be submitted in writing in accordance with the following 0, and must be in force for at least one hundred and twenty (120) Calendar Days after the date of submission of Envelopes No. 2 and No. 3. The Project Manager may order the mandatory extension of the Economic Offers.
- 20.2 The Economic Offer shall be an integral part of the Contract and shall be binding.
- 20.3 For the purposes of this Bidding, the submission of Envelope No. 3 contains an irrevocable Economic Offer, with the submission of the Prequalified Bidder submitting it, without exception, to all the terms and conditions of the Contract.

**21. Reception of Envelopes No. 2 and No. 3; and Opening and Evaluation of Envelope No. 2.**

**21.1 Reception of Envelopes No. 2 and No. 3**

- a. Envelopes No. 2 and No. 3 of the Prequalified Bidders shall be submitted in a public ceremony before the Committee or before the person delegated by it, in the presence of a Notary Public, at the place, day and time set forth in the Schedule. Notwithstanding the foregoing, the Committee may grant thirty (30) minutes of tolerance for their submission.
- b. Next, the Committee or its delegate will invite one by one the Prequalified Bidders to submit their Envelopes No. 2 and No. 3. The Bidding shall be declared void in the cases referred to in Subsection N° 23.
- c. Envelopes No. 2 and No. 3 shall be delivered by each Prequalified Bidder to the Notary, who shall verify that the Envelopes are sealed and that the copies required in the Bidding Terms have been delivered.
- d. The Notary shall then open Envelope No. 2 of each Prequalified Bidder. The unopened Envelope No. 3 shall remain in the custody of the Notary until the date of its opening, as foreseen in the Schedule.

- e. When Envelope No. 2 is opened, the Notary shall initial and seal all the pages of the documents contained therein and shall deliver them to the Committee or to whom the Committee may have delegated, for their subsequent evaluation.
- f. The ceremony shall end with the reading of the minutes that the Notary shall prepare, in which the receipt of Envelopes No. 2 and No. 3, the opening of Envelope No. 2 and the custody of Envelope No. 3 shall be recorded, which shall be signed by the Notary, the Committee or its delegate and the Prequalified Bidders who so wish to do so.
- g. The public ceremony of reception of Envelopes No. 2 and No. 3 may be transmitted live through PROINVERSIÓN's institutional media.
- h. The capacity limitations for public events shall be communicated in advance, through an Official Letter, and the same shall respond to safety and public health reasons, ensuring the publicity of the event through its transmission by digital media, as indicated in the preceding subsection.

## **21.2 Evaluation of the Envelope No. 2**

- a. The documents in Envelope No. 2 will be analyzed by the Evaluation Committee for Envelope No. 2, in order to verify that the Prequalified Bidder complies with the provisions set forth in Subsection 19.
- b. If the Evaluation Committee for Envelope No. 2 determines that there is any defect to be corrected that implies a correction of material errors or a non-substantial clarification regarding any of the documents, the Prequalified Bidder shall be notified so that it may correct it within the term granted to it, which shall be made known to the other Prequalified Bidders at the opening of Envelope No. 3.
- c. In no case shall the failure to submit any of the documents that must be included in Envelope No. 2 be considered as a corrective action. Likewise, any document in Envelope No. 2 that is submitted conditionally shall be considered invalid.
- d. The results of the evaluation of the Technical Offers will be recorded in an evaluation report that will be signed by the members of the Evaluation Committee for Envelope No. 2 and submitted to

the Committee, which after evaluating the Technical Offers will declare them valid or not, and the corresponding results will be made public, according to the Schedule.

- e. Only the Prequalified Bidders whose Technical Offers have been accepted by the Committee will proceed to the next stage of the Bidding, which is the opening of Envelope No. 3.
- f. The Committee's decision, as well as the results of the evaluation of the Evaluation Committee for Technical Offers, are final and will not give rise to any claim or challenge by the Prequalified Bidders.
- g. Those Prequalified Bidders whose Technical Offers have not been declared valid by the Committee shall be considered automatically disqualified from the Bidding and their Economic Offer shall be considered as not submitted.

## **22. Opening of Envelope No. 3 and Awarding of the Successful Bid**

### **22.1 Opening of the Envelope No. 3**

- a. In the presence of a Notary Public, at the place and time indicated by Official Letter, the Committee or its delegate will begin the public ceremony of opening Envelope No. 3 and Awarding of the Successful Bid, informing the attendees of the results of the evaluation of Envelopes No. 2, reading the list of the Qualified Bidders.
- b. The Notary will proceed to open Envelopes No. 3 (held in custody) after verification of their state of preservation by the Legal Representatives of the Qualified Bidders who wish to do so.
- c. The Committee shall return the unopened Envelopes No. 3 to the Prequalified Bidders whose Envelope No. 2 has not been declared accepted.
- d. Then, the Notary will proceed to open Envelopes No. 3 of the Qualified Bidders and the Committee will read their contents, verifying that the Offers comply with the provisions of the Bidding Terms.
- e. If any of the Economic Offers contained in Envelope No. 3 does not comply with the requirements set forth in the Bidding Terms, such Economic Offer will not be considered by the Committee as a valid Economic Offer.
- f. Any document in Envelope No. 3 that is submitted in a conditioned manner shall be considered invalid.
- g. Immediately thereafter, the Committee will announce those Economic Offers that are valid.

### **22.2 Evaluation of the Envelope No. 3**

The Committee will evaluate the Economic Offers of the Qualified Bidders, according to the guidelines and criteria indicated below:

- Competition Factor.
- The Economic Offers received will be evaluated using the following formula<sup>2</sup>:

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<sup>2</sup> The value of each competition variable weighting corresponds to the HACCC.



$$OE_j = \sum_{i=1}^{10} \beta_i \left( \frac{FR_j^i}{FR_{max}^i} \right)$$

The score to be obtained by Qualified Bidder j for the submission of its Economic Offer is given by the following expression:

$$NE_j = \frac{OE_{min}}{OE_j} \times 100$$

Wherein:

- $OE_j$  : Evaluation of the Bidder's Economic Offer j.
- $OE_{min}$  : Minimum Economic Offer among all the offers received.
- $NE_j$  : Score obtained by Bidder j in the economic evaluation.
- $FR_j^i$  : Remuneration Factor i offered by bidder j.
- $FR_{max}^i$  : Maximum value that the Remuneration Factor i can take, whose value is indicated in Table 1.
- $\beta_i$  : Weighting of Remuneration Factor i., as indicated in Table 1.

**Table 1 Remuneration Factors**

I	Remuneration Factor ( $FR_i$ )	$\beta_i$	$FR_{max}^i$
1	CEAI: annual economic remuneration for investment.		
2	PREA: Annual provision for replacement of equipment.		
3	CEASF: annual financial remuneration for fixed services		
4	Variable food service cost		
5	Variable cost of clothing and laundry services		
6	Variable cost of the sterilization service		
7	Variable cost of waste management service		
8	Variable cost of Hemodialysis services		
9	Variable cost of Laboratory service		
10	Variable cost of Imaging service		

Note: The values of  $\beta_i$  and  $FR_{max}^i$  will be communicated in due course by Official Letter.

The Successful Bidder shall be the Qualified Bidder that submits the best Economic Offer:

- a. In case of a tie for first place, a maximum period of one (1) hour will be granted for the tied Qualified Bidders to submit a new Economic Offer, in accordance with the following 0, which must be better

than the one initially submitted, otherwise it shall be considered as an invalid Economic Offer. In case of a new tie, the same procedure shall be applied again under the same conditions.

- b. If a tie persists, the Successful Bid shall be made by drawing lots, directed by the Notary and in the same act, using for such purpose an urn with numbered balls from 1 to 10. The winner of the drawing shall be the Qualified Bidder who withdraws the highest denomination ball.
- c. In the event that the Qualified Bidder or Bidders do not submit a new Economic Offer, or if it is not valid, the previously submitted Economic Offer shall be considered valid.

### **22.3 Award of the Successful Bid**

- a. The Committee shall award the Successful Bid to the Qualified Bidder that has submitted the best offer. Subsequently, a record shall be prepared and signed by the Committee or its representative(s), the Notary, the Successful Bidder and the other Qualified Bidders who wish to do so.
- b. The public act of awarding of the Successful Bid may be transmitted live through PROINVERSIÓN's institutional media.
- c. The capacity limitations for public events shall be communicated in advance, through an Official Letter, and the same shall respond to safety and public health reasons, ensuring the publicity of the event by means of its transmission through digital media referred to in the preceding subsection.

## **23. Challenge of the Successful Bid**

### **23.1 Procedure**

- a. Any Qualified Bidder that has submitted a valid Economic Offer may file an appeal of challenge before the Committee only against the results of the Award of the Successful Bid. Said challenge must be included as an observation in the certificate of the opening of Envelope No. 3, and must be duly supported, in writing, within a maximum term of eight (8) days following the Award of the Successful Bid. The Committee shall resolve said challenge within a maximum term of ten (10) days, counted as of the day following the day of submission of the challenge.
- b. Against the Committee's decision, the Qualified Bidder concerned may file an appeal before the Committee, which shall submit it to the Steering Council within three (3) days following the day of its receipt. The appeal may also be lodged against the decision rejecting of the challenge in the event that the Steering Council has not issued the corresponding decision after the ten (10) day period for the Steering Council to resolve the challenge submitted has expired. In the latter case, the term to file the appeal shall be computed as from the day following the expiration of such term of ten (10) days.
- c. The appeal filed against the express or implied resolution of the Committee shall be resolved by the Steering Council of PROINVERSIÓN within thirty (30) days as of its filing. The resolution in second and final instance shall be final and unappealable.
- d. Any expenses that may arise from the process of challenging the Award of the Successful Bid will be paid by the Qualified Bidder who filed the challenge.

## 23.2 Guarantee of challenge

- a. No challenge shall be considered validly filed and shall have no effect unless, within three (3) days following the date of the Award of the Successful Bid, the challenging Qualified Bidder delivers to the Project Manager a joint and several, irrevocable, unconditional, without benefit of excussion, non-split and self-performing letter of guarantee in accordance with 0, in favor of PROINVERSIÓN . The validity of the challenge guarantee referred to in this subsection shall be from the day said guarantee is submitted up to sixty (60) days after said date. This guarantee must be issued by one of the Financial Entities referred to in Annex N° 2.
- b. Said challenge guarantee shall be executed by PROINVERSIÓN, in case the corresponding decision declares the challenge presented by the Qualified Bidder unfounded or inadmissible; likewise, in case the Qualified Bidder does not present the respective appeal against said decision, the awarding of the Successful Bid granted by the Committee shall be consented to.
- c. In the event that the challenge or appeal filed is declared well-founded, the challenge guarantee shall be returned to the respective Qualified Bidder, as the case may be, and no interest shall be generated in its favor.

## 24. Void bidding

The Committee will declare the Bidding void in any of the following cases:

- a. If at the certificate of delivery and receipt of Envelopes No. 2 and No. 3 at least two (2) Prequalified Bidders are not present; or
- b. If at least two (2) Technical Proposals have not been declared valid; or
- c. If at least two (2) valid Economic Offers have not been received.

In the aforementioned cases, PROINVERSIÓN may call for a new Bidding on a new date.

## 25. Closing Date

The Successful Bidder shall be responsible for all costs and expenses, including notary and registry fees, taxes, duties, fees and levies, among others, derived from the execution of the Contract.

The Closing Date will be held before the Executive Director, Project Manager and the Committee or its representative(s), in the presence of a Notary Public, according to the Schedule and as indicated in the corresponding Official Letter, and the Successful Bidder must have the following documentation:

- a. Affidavit attesting that as of the Closing Date, all the information presented in the Envelopes remains valid and reliable, in accordance with **¡Error! No se encuentra el origen de la referencia..**
- b. Documentation evidencing the registration in the corresponding Registry Office of the Bylaws of the legal entity that will subscribe the Contract, which must have been incorporated in Peru, with the same shareholders, or Members in case of a Consortium and respecting the Minimum Participation of the Strategic Partner, as referred to in the Bidding Terms. The minimum capital stock shall be subscribed and

paid in cash, according to the form of integration and opportunity indicated in the terms and conditions of the Contract.

- c. In the event that the Successful Bidder is a single legal entity, in order to maintain the plurality of partners, it may assign a maximum of 1% of its shares or participations to a third party.
- d. Legalized copy of the entries of the share registration book or equivalent document, where the conformation of the Concessionaire's shareholding or participations as of the Closing Date is evidenced.
- e. Registration in the corresponding Registry Office of the powers of attorney of the Legal Representative of the legal entity that will sign the Contract.
- f. Performance Bond of the Pre-operational Stage, according to the model considered in the Contract.
- g. Regarding the company and the members of the Consortium, as the case may be, the informative proof of not being disqualified to participate in selection processes or to contract with the State issued by the Supervisory Body for State Contracting (OSCE) and not having been terminated for non-compliance in a Public-Private Partnership Contract or Projects in Assets.
- h. Proof of having made the payments for reimbursement of expenses of the process, in accordance with the provisions of the corresponding Official Letters.
- i. Proof of having made the payments for reimbursement to the Inter-American Development Bank (IDB), in accordance with the provisions of the corresponding Official Letters.
- j. Economic-financial model of the project in accordance with the provisions of Article 35 of the Regulations approved by Supreme Decree No. 240-2018-EF.
- k. Likewise, all declarations and verifications must be made, as well as the delivery of all documents related to the Closing Date established in the Contract.

If it is determined that the information provided is false, the Award of the Successful Bid will be revoked, and the Guarantee of Validity, Effectiveness and Seriousness of the Offer will be executed.

The Guarantee of Validity, Effectiveness and Seriousness of the Offer submitted by the Qualified Bidder who is awarded the Bidding, will be returned after the subscription of the Contract and the fulfillment of the conditions for the Closing Date.

## **26. Execution of the Guarantee of Validity, Effectiveness and Seriousness of the Offer**

- a. If the Successful Bidder fails to comply with any of its obligations foreseen on the Closing Date for reasons attributable to it, PROINVERSIÓN shall execute the Guarantee of Validity, Effectiveness and Seriousness of the Offer without the need of prior notice to the Successful Bidder.
- b. The Committee may accept the proposal of the Qualified Bidder that submitted the second best Offer according to the order of priority. In case of a tie in the Economic Offer of the second best Offer, the Qualified Bidders shall be summoned so that their representatives may submit a new Economic Offer no later than the day following the notification by PROINVERSIÓN, following the procedure described in letter a) of this document a of Subsection 19 of these Bidding Terms.
- c. If the Committee chooses to accept the second best offer in the Economic Offer, it shall notify the Qualified Bidder with such offer of its decision to declare it the new Successful Bidder and, if applicable, request the

extension of the validity of its Guarantee of Validity, Effectiveness and Seriousness of the Offer and its Economic Offer for the term communicated to it; otherwise, the Executive Director may execute such guarantee and the Committee shall proceed with the cancellation of the Bidding.

- d. The option chosen by the Committee will be communicated to the Qualified Bidders by Official Letter.

**27. Suspension and cancellation of the Bidding**

- a. The Committee may suspend, without giving any reason, the Bidding if it deems it advisable and without incurring any liability as a consequence. This decision is not open to challenge.
- b. The Committee may cancel the Bidding for reasons of public interest, even before the signing of the contract, without any obligation to pay any compensation to the bidders and without incurring any liability as a consequence. This decision cannot be challenged.

**28. Mitigation mechanisms for reckless Offers**

A reckless Offer mechanism will be considered and will be communicated by Official Letter.

**Annex N° 1 – Information notice**

**AFFIDAVIT**

**Interested party:** .....

We hereby declare under oath the following:

That, in accordance with the provisions of subsection 20.4 of Article 20 of the TUO of Law 27444, Law on General Administrative Procedure, we expressly accept that any notification or communication (including the Official Letters), which is made in the framework of the process of Private Investment Promotion that regulates these Bidding Terms, will be notified through the following e-mail addresses:

No.	E-mail account	Account holder	Relationship of the Holder to the Interested party
1			
2			

That I undertake, during the private investment promotion process, to keep the two e-mail accounts active, otherwise it will be understood that PROINVERSIÓN is not responsible.

Place and date: ....., ..... 202...

Name, representative and signature of the company or companies, as applicable, that will form the Consortium.

Name .....  
Interested Party's Legal Representative

Signature .....  
Interested Party's Legal Representative

## **Annex N° 2 – Financial Institutions Authorized to Issue the Guarantees Established in the Bidding Terms**

### **BANKING COMPANIES**

Domestic banks authorized to issue letters of guarantee will be those with a minimum rating of CP-1, category 1, CLA-1 or EQL-1 for short-term obligations; category A for financial strength; and category AA for long-term obligations.

These ratings must be in force at the time of submitting the letters of guarantee and be granted by at least two risk rating agencies recognized and accredited in Peru.

### **INSURANCE COMPANIES**

Domestic insurance companies authorized to issue letters of guarantee will be those authorized by the Superintendence of Banking, Insurance and AFP and that at the date of issuance of the letters of guarantee have a minimum rating of AA for financial strength.

These ratings must be granted by at least two risk rating agencies recognized and accredited in Peru.

#### **First Category Foreign Banks:**

First category foreign banks included in the list approved by the Central Reserve Bank by Official Letter No. 0006-2021-BCRP, or the rule that modifies or replaces it, will be taken into account.

#### **International Financial Institutions:**

Any international financial institution, with investment grade, evaluated by an internationally recognized entity, authorized for international classification.

Any multilateral credit institution of which the State of the Republic of Peru is a member.

It should be noted that stand-by letters of credit from first class foreign banks and international financial institutions must be confirmed by one of the national banking companies indicated in this annex.

**Annex N° 3 – List of individuals or legal entities of the private sector that provide consulting or advisory services to PROINVERSIÓN in the private investment promotion process of the Project.**

1. Inter-American Development Bank (IDB).
2. Consorcio Salud Perú (composed by TP Invest S.A.C, Antares Consulting S.A, Carrizales & Vidal Abogados Sociedad Civil y Árgola Arquitectos Planeamiento Urbano Arquitectura e Ingeniería)
3. Hernández & Cía Abogados.
4. Pablo Francisco La Rosa Sánchez Paredes.
5. Jorge Documet Celis.
6. William Augusto Tasayco García.
7. Sergio Herrera Bartra.
8. Mauricio Gatica Sotomayor
9. Ikons ATN Inversiones Limitada.
10. Tetra Tech
11. Ernst & Young S.A.S.
12. Eduardo Abedrapo Bustos
13. JGP Consultoria y Participaos Ltda.



**Annex N° 4 – Validity of the Documentation Referenced in the "Certificate of Validity of Prequalification Documents/ Credentials".**

(Reference: Simplified Procedure)

**AFFIDAVIT**

Bidder: .....

We hereby declare under oath that the documentation submitted in the Bidding [*indicate the name of the process in which you duly submitted documentation to prequalify or submitted credentials*] for the purpose of obtaining our prequalification or for which we submitted our credentials, as bidder, or as member of a Consortium, as of the date of execution of this document, is still in force, and that there have been no changes in said documentation.

The documentation to which we refer is as follows:

- 1.
- 2.
- 3.

Place and date: ....., ..... 202...

Name .....  
Bidder's Legal Representative

Signature .....  
Bidder's Legal Representative

**Annex N° 5 – Form N° 1  
Credentials for Qualification (Incorporated Legal Entity)**

**AFFIDAVIT**

**Bidder:** .....

We hereby declare under oath that ..... (Name of the Bidder) is a legal entity duly incorporated under the laws of ..... and is maintained in force in accordance with the applicable legal principles of the country of origin.

Place and date: ....., ..... 202...

Name .....  
Bidder's Legal Representative

Signature .....  
Bidder's Legal Representative

**Annex N° 5 – Form N° 2**  
**Qualification Credentials (Consortiums only)**

**AFFIDAVIT**

**Bidder:** .....

We hereby declare under oath the following:

That ..... (Name of each of the members of the Consortium) have formed a Consortium for the purpose of participating in the Comprehensive Project Bidding.

That ..... (Name of each of the members of the Consortium) are companies incorporated under the laws of ....., respectively, and maintain their existence.

That ..... (name of each of the members of the Consortium) are jointly and severally liable before the Republic of Peru, PROINVERSIÓN with respect to each and every one of the obligations assumed and Affidavits submitted by the Bidder in connection with the Comprehensive Project Bidding.

Place and Date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

Company .....

Name .....

Legal Representative of (Member 1)

Signature .....

Legal Representative of (Member 1)

Company .....

Name .....

Legal Representative of (Member 2)

Signature .....

Legal Representative of (Member 2)

Company .....

Name .....

Legal Representative of (Member 3)

Signature .....

Legal Representative of (Member 3)

**AFFIDAVIT**

**Bidder:** .....

We hereby declare under oath that ..... (Name of Bidder) is a branch of the legal entity duly incorporated under the laws of ..... and is maintained in force in accordance with the applicable legal principles of the country of origin.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**Annex N° 5 – Form N° 4**  
**Prequalification Credentials - Percentage of Participation for Legal Entities**

**AFFIDAVIT**

**Bidder:** .....

We hereby declare under oath that the percentage of participation held by each of our shareholders or partners is as follows:

Shareholders or partners	Percentage of participation in the Bidder (only those with more than 5%)
1.	
2.	
3.	
4.	
5.	
6.	
...	
N	
<b>TOTAL</b>	

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**Annex N° 5 – Form N° 5**  
**Prequalification Credentials - Percentage of participation for Consortiums**

**AFFIDAVIT**

**Bidder:** .....

We hereby declare under oath that the percentage of participation of each of our members, and of our shareholders or partners, is as follows:

Member	Percentage of participation in the Bidder
1.	
2.	
3.	
...	
<b>TOTAL</b>	

Shareholders or partners	Percentage of participation in Member 1 (only those with more than 5%)
1.	
2.	
...	
<b>TOTAL</b>	

(\*) This table must be completed by each member of the Consortium.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**Annex N° 5 – Form N° 6**  
**Prequalification Credentials - Declaration of not being disqualified from contracting**

**AFFIDAVIT**

Bidder: .....

We hereby declare under oath that, [..... (Name of the Bidder)], [..... (The members of the Consortium)]:

- a. We do not incur within the scope of Article No. 1366 of the Civil Code.
- b. We have no impediment(s) to contract with the State, in accordance with the provisions of Law No. 30225, State Procurement Law, or rule that replaces it.
- c. We do not incur to impediments established by rules with legal rank.
- d. We have not ceased to be a party to any Public-Private Partnership contract due to non-compliance. We extend this declaration to the Strategic Partner and/or those who have exercised Effective Control at the time of the termination of the respective contract, in accordance with the provisions of Article 29.4, subsection 29.4 of Legislative Decree No. 1362.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative



**AFFIDAVIT**

*Bidder:* .....

We hereby declare under oath that ..... (name of the Bidder), as well as its shareholders, partners or members, and the shareholders and partners of the latter, if any, waive the following:

1. To invoke or exercise any diplomatic or other privilege or immunity.
2. To submit any claim through diplomatic channels and to any right of set-off or otherwise in relation to any claim that may be brought by or against the State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors, under Peruvian law or under any other legislation with respect to our obligations with respect to the Bidding Terms, the Economic Offer, the Technical Proposal and the Concession Contract.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**AFFIDAVIT**

Bidder: .....

We hereby declare under oath that ..... (Name of Bidder), as well as its shareholders, partners or members, waive the following:

1. To invoke or exercise any diplomatic or other privilege or immunity.
2. To submit any claim through diplomatic channels and to any right of set-off or otherwise in relation to any claim that may be brought by or against the State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors, under Peruvian law or under any other legislation with respect to our obligations with respect to the Bidding Terms, the Economic Offer, the Technical Proposal and the Concession Contract.

This affidavit excludes shareholders, partners and/or members of the Bidder who meet the following conditions:

- a) qualify as Institutional Investors or,
- b) have an interest in the Bidder representing twenty percent (20%) or less of the Bidder's capital stock;

and, in any of the cases (a) and (b) above, do not exercise control over the administration of the Bidder, or of any of its members in the case of a Consortium, in accordance with the legal provisions that directly or indirectly regulate the Bidding Terms and the concession contract.

Place and date: ....., ..... 202...

Name .....  
Bidder's Legal Representative

Signature .....  
Bidder's Legal Representative

**Annex N° 5 – Form N° 9**  
**Prequalification Credentials - Declaration of no incompatibility**

**AFFIDAVIT**

*Bidder:* .....

We hereby declare under oath that our advisors have not directly rendered any type of services in favor of PROINVERSIÓN during the development of this private investment promotion process, whether on a full-time, part-time or temporary basis, in connection with the aforementioned private investment promotion process.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**Annex N° 5 – Form N° 10**

**Prequalification Credentials - Independence among Bidders (applicable to companies not listed on stock exchanges)**

**AFFIDAVIT**

*Bidder:* .....

We hereby declare under oath that ..... (Name of Bidder), its shareholders, partners or members, partners or shareholders of the latter, if any, do not have direct or indirect participation in any other Bidder.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**AFFIDAVIT**

*Bidder:* .....

We hereby declare under oath that ..... (name of the Bidder), its shareholders, partners or members, as the case may be, do not have direct or indirect participation in any other Bidder where they exercise control of the management or of any of its members in the case of a Consortium as provided in the legal provisions that directly or indirectly regulate the Bidding Terms and the Concession Contract.

This affidavit excludes the shareholders, partners and/or members of the Bidder that meet the following conditions:

- a) qualify as Institutional Investors, or,
- b) have an interest in the Bidder representing twenty percent (20%) or less of the Bidder's capital stock;

Additionally, in any of the cases (a) and (b) above, they do not exercise control over the administration of the Bidder, or of any of its members in the case of a Consortium, as provided in the legal provisions that directly or indirectly regulate the Bidding Terms and the concession contract.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**Annex N° 5 – Form N° 12**  
**Prequalification Credentials - Commitment of Incorporation**

**AFFIDAVIT**

*Bidder:* .....

We hereby declare under oath as follows:

*(In case of Consortium):*

That,..... (name of each of the members of the Consortium) have formed a Consortium for the purpose of participating in this Comprehensive Project Bidding.

Whereas, ..... (those indicated in the previous subsection) have signed a Commitment of Intent to incorporate a legal entity domiciled in the Republic of Peru and a capital stock in accordance with the provisions of the Concession Contract.

*(In the case of a sole proprietorship):*

That, .....(indicate name or company name of the Bidder) we undertake to incorporate a legal entity domiciled in the Republic of Peru and a capital stock in accordance with the provisions of the Concession Contract.

*(Following paragraphs for both cases):*

The legal entity to be incorporated shall enter into the Concession Contract [.]

That if we are the Successful Bidder, we commit ourselves to deliver the corresponding Certified Copy of the Public Deed of incorporation of the Concessionaire with the corresponding record of its registration in the corresponding Registry Office, on the Contract Signing Date indicated in the Schedule of the Bidding.

In this regard, we hereby state that we are aware and accept that the non-compliance with this commitment may be taken into account in order to annul the Award of the Successful Bid granted in our favor.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

***Bidding Terms of the Comprehensive Project for the concession of "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash"***

Bidder's Legal Representative

Signatures of the members in the case of a consortium:

Company .....  
Name .....  
Legal Representative of (Member 1)  
Signature .....  
Legal Representative of (Member 1)  
Company .....  
Name .....  
Legal Representative of (Member 2)  
Signature .....  
Legal Representative of (Member 2)  
Company .....  
Name .....  
Legal Representative of (Member 3)  
Signature .....  
Legal Representative of (Member 3)

**Annex N° 5 – Form N° 13**

**Declaration of not having paid or offered any illegal payment or commission**

**AFFIDAVIT**

Bidder: .....

We hereby declare under oath that, [..... (Name of Bidder)], [..... (The members of the Consortium)], neither we, nor our shareholders, partners or Related Companies, nor any of our respective directors, officers, employees, nor any of our advisors, representatives or agents, have paid, offered, or attempted to pay or offer, or will attempt to pay or offer in the future any illegal payment or commission to any authority, institution or natural person holding any public office related to the awarding of the successful bid for the Bidding.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

Name .....

Legal Representative of [Member of the Consortium]

Signature .....

Legal Representative of [Member of the Consortium]

Name .....

Legal Representative of [Member of the Consortium]

Signature .....

Legal Representative of [Member of the Consortium]



**Annex N° 5 – Form N° 14**  
**Commitment to submit documents included in Envelope No. 1**

**AFFIDAVIT**

*Bidder:* .....

We hereby declare under oath that, in case we are required to submit Envelope No. 1 virtually, the documents comprising it, in their physical support, shall be signed only by us, [indicate name of Legal Representative 1], identified with Identity Document No. [indicate document number] and/or, [indicate name of Legal Representative 2], identified with Identity Document No. [indicate document number], Legal Representative(s) of the Bidder.

We also declare under oath that the information submitted virtually in Envelope No. 1 of the project "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash" is true, reliable and corresponds to the original documents or legalized copies in our possession and we assume administrative and criminal liability in case of detection of falsity or inaccuracy of the documents submitted virtually.

In addition, in the event we are awarded the bid, we will physically submit, within the term and in the manner indicated by the Project Manager, the original documents or legalized copies, as applicable, which were scanned in order to conform Envelope No. 1, submitted through the virtual reception desk.

Finally, we declare under oath that in our capacity as Legal Representative(s) of the Bidder, we have sufficient powers to sign this affidavit, for which we proceed to notarize our signature or have the corresponding apostille.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**AFFIDAVIT**

We hereby declare under oath the following:

That \_\_\_\_\_ (name of the person submitting Envelope No. 1 - Bidder), acquired the Right of Participation , through \_\_\_\_\_ (name of the person who paid such right - Interested Party), which is \_\_\_\_\_ (as the case may be, to place: one of our shareholders or partners or members, or a Related Company to us or to one of our shareholders or partners or members, or who transferred its Right of Participation, through an assignment of rights).

Place and date: ....., ..... 202...

Entity .....  
Interested party

Name .....  
Interested Party's Legal Representative

Signature .....  
Interested Party's Legal Representative

In the event of a transfer of rights, this declaration must also be signed by the grantor:

Entity .....

Grantor

Name .....

Grantor's Legal Representative

Signature .....

Grantor's Legal Representative

**[signatures must be legalized]**

**(\*) Note: in the event the legal entity that acquired the Right of Participation is the same that submits Envelope No. 1, it will not be required to submit this Form.**

**Annex N° 6 – Financial Requirement Reporting Template**

**AFFIDAVIT OF PRE-QUALIFICATION FINANCIAL REQUIREMENT**

Lima, ..... 202...

Sirs  
PROINVERSIÓN

Bidder : .....

Ref: Comprehensive Project Bidding [.]

In accordance with the provisions of subsection 16.3.3 of the Bidding Terms, we hereby submit the Bidder's financial information on an individual or consolidated basis [choose the corresponding option].

**FINANCIAL REQUIREMENTS**

**A. Bidder's Net Equity on an [individual/consolidated] basis (See Notes 1 and 2)**

NET EQUITY 2020 S/ [ ]
------------------------

**B. Bidder's Net Equity [in case of Consortium]**

<i>Member of the Interested Party</i>	<i>Percentage of Participation</i>	<i>Net Equity</i>		<i>Note 1</i>	<i>Note 2</i>
		<i>2019</i>	<i>2020</i>		

Note 1: Mark an "X" if the Net Equity amount belongs to a Related Company and additionally complete Section D.  
 Note 2: In the event of assets recorded in currencies other than S/; Section C shall be used for their respective conversion.

**C. If applicable, conversion of amounts expressed in currencies other than the Sol. (See Note 3)**

Interested Party or Member	Amount (Original Currency)		Exchange Rate		Amount (S/)	
	2019	2020	2019	2020	2019	2020

Note 3: .

In the event that the information is in a currency other than the Sol, the exchange rate to be used will be the accounting exchange rate published by the Superintendency of Banking and Insurance at the date to which the information presented refers.

Source:

[https://www.sbs.gob.pe/app/pp/SISTIP\\_PORTAL/Paginas/Publicacion/TipoCambioContabl.aspx](https://www.sbs.gob.pe/app/pp/SISTIP_PORTAL/Paginas/Publicacion/TipoCambioContabl.aspx)

**D. Explanation of the relationship between the Bidder, the shareholder or member of the Bidder and its respective Parent or Subsidiary company.**

*[In the event that the amount of a shareholder or member corresponds to another person, the relationship that causes the company to be a Subsidiary or Parent Company of the Bidder, shareholder or member of the Bidder must be explained below]*

Sincerely,

Signature .....

Name .....  
Bidder's Legal Representative

Entity .....  
Bidder

**Annex N° 7 – Model of Guarantee of Validity, Effectiveness and Seriousness of the Offer**

Lima, ..... 202....

Sirs

**Private Investment Promotion Agency - PROINVERSIÓN**

Ref. : Letter of Guarantee No .....

Expiration: .....

For our consideration:

We hereby and at the request of our client, Messrs. (Bidder or member) ..... constitute this joint and several, irrevocable, unconditional and automatic performance bond, without benefit of excussion, nor division, up to the sum of Four Million and 00/100 Soles (S/ 4'000,000. 00) in favor of PROINVERSIÓN , to guarantee the Validity, Effectiveness and Seriousness of the Offer (including the Economic Offer and the Technical Offer) submitted by our client or Consortium \_\_\_\_ composed by \_\_\_\_\_ according to the terms and conditions established in the Bidding Terms of the Comprehensive Project Bidding for the Concession of the project "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash".

- Likewise, we state that this guarantee shall be effective in the event that, indistinctly, our client: Is found to be under the circumstances set forth in Article 29 of Legislative Decree No. 1362; or
- Submits or declares false information in the Bidding; or
- Failure to submit the documents in Envelope No. 1 in the physical format and within the term and form established in the award certificate in the event of being awarded the contract; or
- Failure to submit the Performance Bond for the Preoperational Stage, according to the terms regulated in the Contract; or
- It is declared the Successful Bidder and does not comply with its obligations by the Closing Date.

In order to honor this bond in your favor, a notarized request from the Executive Director of PROINVERSIÓN, or whoever is acting on his behalf, shall be sufficient, at our offices located at ..... and any delay on our part to honor it will accrue interest at a rate equivalent to the one-year LIBOR rate, plus a (spread) margin of 3%.

The LIBOR rate shall be the rate established by the daily Cable Reuter received in Lima at 11:00 a.m., and interest shall accrue from the date on which performance is required until the effective date of payment.

Our obligations under this bond shall not be affected by any dispute between you and our customers.

*Bidding Terms of the Comprehensive Project for the concession of "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash"*

The term of this bond shall commence on the date of submission of the Technical Proposal and shall expire on ..... of the year ..... (establish a reasonable period of time to reduce the requests for renewal of the guarantee of validity, effectiveness and seriousness of the offer considering the estimated date of subscription of the contract).

The terms used in this bond have the same meaning as the terms defined in the Bidding Terms of the Comprehensive Projects Bidding.

In the event of submitting a "stand by letter or credit", this must be issued by any of the International Financial Institutions indicated in 0, with the same characteristics of the letter of guarantee, advised and confirmed by any of the Banking Companies indicated in the same annex, issued in favor of PROINVERSIÓN , for the same term and amount of the letter of guarantee indicated. The events guaranteed and those leading to the execution of the stand by letter shall be exactly the same as those indicated in the model of the letter of guarantee.

Sincerely,

Signature .....

Name .....

Banking Entity .....

**Annex N°. 8 –Validity of Information**  
**Form 1 - Validity of Powers of Attorney**  
(To be submitted as part of the Envelope No. 1)

**AFFIDAVIT**

*Bidder:* .....

We hereby declare under oath that the powers of attorney submitted are true and correct as of the date hereof.

Place and date: ....., ..... 202...

Name .....  
Bidder's Legal Representative

Signature .....  
Bidder's Legal Representative

Company .....

Name .....  
Legal Representative of (Member 1)

Signature .....  
Legal Representative of (Member 1)

Company .....

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

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

***[signatures must be legalized]***

**Annex N° 8 – Validity of Information**

**Form N° 2**

(To be submitted as part of the Envelope No. 2)

**AFFIDAVIT**

*Bidder:* .....

We hereby declare under oath that the information, declarations, certification and, in general, all the documents submitted in Envelope No. 1 are reliable and remain valid as of today, without prejudice to what is indicated in subsection 10.2.6 of these Bidding Terms, if applicable.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

Company .....

Name .....

Legal Representative of (Member 1)

Signature .....

Legal Representative of (Member 1)

Company .....

Name .....

Legal Representative of (Member n)

Signature .....

Legal Representative of (Member n)

***[signatures must be legalized]***



**Annex N° 9 – Acceptance of the Bidding Terms and Contract - Applicable to Bidders and members of Consortiums whose shares are not listed on stock exchanges**

**AFFIDAVIT**

*Bidder:* .....

**In the event the Bidder is a legal entity, the declaration must begin with the following text:**

We, \_\_\_\_\_ (Name of Bidder), and its shareholders (or partners, as the case may be), hereby declare under oath as follows:

**In the event the Bidder submits itself in Consortium, the declaration must begin with the following text:**

We, \_\_\_\_\_ (Name of the Bidder); its members: \_\_\_\_\_ and \_\_\_\_\_ (Names of each of the members of the Consortium); and the shareholders (or partners, as the case may be) of the aforementioned members, hereby declare under oath as follows:

1. That we abide by all the provisions inherent to the Bidding and Award of the Successful Bid; provisions set forth in Legislative Decree No. 1362, Legislative Decree that regulates the Private Investment Promotion through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240-2018-EF, and its amendments or rules that replace them; the Bidding Terms and its Official Letters.
2. That we have examined and agree with these Bidding Terms, Contract and other background information and documents thereof, expressly accepting the obligations imposed on it by compliance with Legislative Decree No. 1362, Legislative Decree that regulates the Private Investment Promotion through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240-2018-EF, and its amendments or rules that replace them, these Bidding Terms and other regulations applicable to the Concession Contract, having no objection or objection to formulate. Consequently, we release PROINVERSIÓN, its officers, advisors and consultants from any liability for any errors or omissions that may be contained in the aforementioned background information and documents.
3. That, in the event of being awarded the Successful Bid, we commit that the Concession Contract will be signed by the Concessionaire, in accordance with the provisions set forth in the following subsection **¡Error! No se encuentra el origen de la referencia.** of the Bidding Terms.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

***Bidding Terms of the Comprehensive Project for the concession of "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash"***

**Annex N° 10 – Acceptance of the Bidding Terms and Contract - Applicable to Bidders and members of Consortiums whose shares are listed on stock exchanges**

**AFFIDAVIT**

**Bidder:** .....

**In the event the Bidder is the legal entity that has its shares listed in stock exchanges, the declaration must begin with the following text:**

We, \_\_\_\_\_ (Name of Bidder), hereby declare under oath as follows:

**In the event any of the members of the Consortium is the legal entity that has its shares listed in stock exchanges, the declaration must begin with the following text:**

We, \_\_\_\_\_ (Name of Bidder) and its members: \_\_\_\_\_ and \_\_\_\_\_ (Name(s) of the member(s) of the Consortium), hereby declare under oath as follows:

1. That we abide by all the provisions inherent to the Bidding and Award of the Successful Bid; the provisions set forth in Legislative Decree No. 1362, Legislative Decree that regulates the Private Investment Promotion through Public-Private Partnerships and Projects in Assets, its Regulations approved by Supreme Decree No. 240-2018-EF, and its amendments or rules that replace them; the Bidding Terms and its Official Letters.
2. That we have examined and agree with these Bidding Terms, Contract and other background information and documents thereof, expressly accepting the obligations imposed on it by compliance with Legislative Decree No. 1362, Legislative Decree of the Framework for the Private Investment Promotion through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240-2018-EF, and its amendments or rules that replace them, these Bidding Terms and other regulations applicable to the Concession Contract, having no objection or disagreement to formulate. Consequently, we release PROINVERSIÓN, its officers, advisors and consultants from any liability for any errors or omissions that may be contained in the aforementioned background information and documents.
3. That, in case of being awarded the successful bid, we commit that the Concession Contract will be signed by the Concessionaire, in accordance with the provisions set forth in the following Subsection **¡Error! No se encuentra el origen de la referencia.** of the Bidding Terms.

Place and date: ....., ..... 202...

Name .....

Bidder's Legal Representative

Signature .....

Bidder's Legal Representative

**Annex N° 11 – Compliance with the Minimum Technical Specifications (Reference: Subsection *[Error! No se encuentra el origen de la referencia.]* of the Bidding Terms)**

We hereby declare under oath the following:

That, in our capacity as Bidder, we have carried out the review of the Project, likewise, we have made the corresponding recognition of the Concession Assets, as well as the conditions and characteristics of accessibility, geographic location, occupancy conditions, urban and environmental conditions of the land.

That, in the event that we are awarded with the Successful Bidder of the Bidding, we commit ourselves to prepare the Technical Files and the Environmental Management Instrument, to execute the Works (Infrastructure, Equipment Linked to Civil Works, Pre-installation Works, Supplies and other assets related to the Project), the Provision of Equipment and the Start-up and to implement the Operation and Maintenance activities complying at least with the requirements described in the Concession Contract and its Annexes.

That, in the event that we are awarded the Successful Bidder of the Bidding, we guarantee the compatibility of the Design of the Technical Files, the execution of the Works of the Hospital, the Provision of the Equipment, with the Start-up and with the Operation and Maintenance of the Project for:

- Fully complying with the Service Levels required in the Project and the Concession Contract and its Annexes during the entire term of the Concession,
- Carrying out the Project Operation activities within the maximum terms established in the Concession Contract.
- Reducing the risks that may affect people and their property, whether they are users or third parties, as well as the Concession Assets.

That, in case we are awarded the concession, we commit ourselves to elaborate the Technical File and the execution of the Works, carrying out the activities related to the implementation of the Contingency Plan for the Hospital I Cono Sur of the District of Nuevo Chimbote.

Place and date: ....., ..... 20...

Entity .....

Prequalified Bidder

Name .....

Name of the Prequalified Bidder's Legal Representative

Signature .....

Signature of the Prequalified Bidder's Legal Representative

**Annex N° 12 – Sample Letter of Guarantee to Challenge the Successful Bid**

Lima, ..... 202...

Sirs

**Private Investment Promotion Agency - PROINVERSIÓN**

Ref. : Letter of Guarantee No. ....

Expiration: .....

For our consideration:

We hereby and at the request of our clients, \_\_\_\_\_ constitute joint and several, irrevocable, unconditional and automatic performance bond, without benefit of excussion, nor division, up to the amount of Three million seven hundred fifty-three thousand two hundred seventy-seven and 00/100 Soles (S/ 3,753,277.00) in favor of PROINVERSIÓN to guarantee our clients in the payment of that amount in any of the assumptions indicated in the fourth paragraph of this letter of guarantee.

This bond shall be valid from the date of its submission and up to (60) days from the date of its submission and shall become effective in case the corresponding Resolution declares the reconsideration appeal filed by the Qualified Bidder unfounded or inadmissible; likewise, in the event the Qualified Bidder does not file the respective appeal against such Resolution within the term established in Subsection 23.

It is expressly understood by us that this bond may be executed by PROINVERSIÓN in accordance with the provisions of Article 1898 of the Peruvian Civil Code.

It is expressly agreed that in order for us to proceed to honor this bond, a simple requirement made through a notary public at our offices located at the address indicated below will be enough, stating that the challenge filed with respect to the Bidding "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash", has been declared unfounded or inadmissible by the Steering Council of PROINVERSIÓN; or, having obtained an agreement in that sense from the Special Investment Committee, it was not appealed.

We undertake to pay you the total amount of the bond within a maximum term of 24 hours, counted from the date of receipt of the corresponding notarized letter of demand.

Any delay on our part in honoring the bond will give rise to the payment of compensatory interest in your favor, which will be calculated at the one-year LIBOR rate plus a 3.0% spread.

The LIBOR rate shall be the rate established by the daily Cable Reuter received in Lima at 11:00 a.m., and interest shall accrue as of the date on which the honoring of this bond is required.

Sincerely,

\_\_\_\_\_  
SIGNATURE AND SEAL

Name of the bank issuing the guarantee:

Address of bank:

**Annex N° 13 – Appendix N° 1**  
**Manual of Access and Use of the Virtual Data Room**

**1. PURPOSE OF THE REGULATION**

Establish the procedures and conditions for access to and use of the information in the Virtual Data Room (VDR), within the framework of the Project.

**2. LOCATION**

The VDR is the virtual space where the information related to the Project can be found, and which can be accessed from PROINVERSIÓN's Institutional Website.

**3. CONDITIONS FOR ACCESS AND USE OF INFORMATION**

Interested Parties, Bidders and Prequalified Bidders may make use of the VDR, provided they have previously complied with the following conditions:

- Sign the declaration that you are aware that the information you will receive through the Virtual Data Room (VDR) is of a referential nature and is not binding.
- Register following the instructions contained in the Institutional Website.

The initial contents of the VDR, as well as any additional documents that may be incorporated into it, will be communicated through Official Letter.

**4. LIMITATIONS OF LIABILITY**

All information available in the VDR is subject to the limitations of liability set forth in Subsection 3.6

**Annex N° 13 – Appendix N° 2**  
**Contents of Data Room**

1. TECHNICAL DOCUMENTS:
  - 1.1. Pre-Investment Study at Feasibility Level declared feasible.
  - 1.2. Technical regulations or others issued by EsSalud
    - 1.2.1. Resolution of the Central Investment Project Management No. 001-GCPI-ESSALUD-2016, which approves the directive: "Eco-efficiency Policy for Existing Establishments", dated March 03, 2016.
    - 1.2.2. Quality Standards for Seismic Isolators, from the Terms of Reference for the Preparation of the Technical File, GCPI, SGED, ESSALUD.
    - 1.2.3. Project Management Plan, from the Terms of Reference for the Elaboration of the Technical File, GCPI, SGED, ESSALUD.
    - 1.2.4. BIM Modeling Scope, from the Terms of Reference for the Elaboration of the Technical File, GCPI, SGED, ESSALUD.
    - 1.2.5. Manual of Signage and Integral Ambience of the Social Security Health Services Units - ESSALUD, Office of Institutional Relations, version 2016.
    - 1.2.6. Minimum ICT Technical Specifications for Public-Private Partnership Projects - PPP, Central Management of Information and Communication Technologies, Production Management, EsSalud, 2020.
    - 1.2.7. Resolution of the Institute for Health Technology Assessment and Research No. 13-IETSI-ESSALUD-2018 that approves Directive No. 01-IETSI-ESSALUD-2018 V.01 "Directive that Regulates the Requests for Medical Devices, Biomedical Equipment and other related Technologies of EsSalud".
  - 1.3. Classification of Medical Equipment according to risk level.
  - 1.4. Documentation related to the lands
    - 1.4.1. Of the property corresponding to the Hospital I Cono Sur of the District of Nuevo Chimbote of EsSalud (Management Resolution MDNCH, Literal Certificate, other).
    - 1.4.2. Of the property corresponding to the new Higher complexity polyclinic.
    - 1.4.3. Of the property corresponding to the Contingency Plan for the Hospital I Cono Sur of the District of Nuevo Chimbote of EsSalud
  - 1.5. Contingency Plan Activities Matrix for Hospital I Cono Sur
  - 1.6. Administration, Payment and Guaranty Matrix Trust Agreement
  - 1.7. Procedure and estimated terms for the incorporation of new trustees to the Administration, Payment and Guarantee Parent Trust.

**Annex N° 14 – Confidentiality Agreement**

Lima,..... 20....

Sirs

**PROINVERSIÓN**

Bidder: .....  
..... (Name of Bidder) duly represented by .....  
(Position of the undersigned), Mr. .... (name of the undersigned), identified with ....., No. .... domiciled at.....  
hereby express our interest in accessing the Virtual Data Room that PROINVERSIÓN makes available, in accordance with the Bidding Terms of the Comprehensive Project Bidding for the Concession of the project "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash".

In this regard, we undertake to maintain confidentiality with respect to all information obtained from the Virtual Data Room, not to disclose any material or information to third parties without the prior written authorization of the Project Manager, not to use the information for any other purpose not related to the process of the Comprehensive Project Bidding and not to use the information in any way that could generate conflicts with the interests of the State, its officials or dependencies and PROINVERSIÓN.

The materials obtained from the Virtual Data Room will only be made available to our personnel, executives and consultants, for reasons related to the process of the Comprehensive Project Bidding. Said personnel shall be aware of this agreement and shall also be bound to maintain confidentiality with respect to the aforementioned information. We will take all reasonable actions to prevent the disclosure of any information to any person without the prior written consent of the Project Manager.

No license or right has been or will be granted to our advisors in connection with the disclosure of any information covered by this agreement.

We agree that neither the State, its officers or agencies, nor PROINVERSIÓN, nor the Committee, nor its advisors or members, are making any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information made available to us and that none of these parties or their respective directors, officers, employees or representatives shall be liable to us or to any other person as a result of the use of such information and/or materials. We agree to make our own decisions regarding the information made available to us and acknowledge that we will not rely on or be induced by such information in deciding our intention in connection with the Bidding process.

We agree that no information supplied, any materials, discussions, negotiations or other related matters constitute an offer by the Project Manager, and shall not form the basis of or be relied upon in connection with any agreement, except as expressly agreed in writing with the Project Manager.

Upon request of the Project Manager we agree to return promptly all copies of all documents that were made available to us, or to our representatives or advisors.

We further agree that the Project Manager makes no commitment or obligation to provide access to additional information or to update the information and materials available or to correct any inaccuracies that may appear.

*Bidding Terms of the Comprehensive Project for the concession of "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash"*

This agreement shall not apply to information that: (i) as of the date it was disclosed to us or our advisors was public knowledge or at any time thereafter becomes public knowledge (except that which is the subject of a breach of this agreement by us or our advisors), or (ii) as of such date, is already lawfully in our possession and, therefore, is not subject to the confidentiality commitment.

The rights and obligations set forth herein shall be governed by and construed in accordance with the provisions of Peruvian law and the parties irrevocably agree to submit to the jurisdiction and venue of the judges and courts of Lima, Peru.

As a sign of acceptance and conformity with all the Bidding Terms of this confidentiality agreement we sign and deliver a copy to the Project Manager, on the ..... day of the month of ..... 202....

Signature .....

Name .....

(Bidder's Legal Representative)

Bidder .....



**Annex N° 15 – Sample Economic Offer**

Lima, ..... 202...

Sirs  
PROINVERSIÓN  
Private Investment Promotion Agency - PROINVERSIÓN

Ref: Bidding.

1. Annual Financial Compensation for Investments  
CEAI \_\_\_\_\_
2. Annual Provision for Equipment Replacement  
PREA \_\_\_\_\_
3. Annual Financial Compensation for Fixed Services  
CEASF \_\_\_\_\_
4. Variable cost of services.
  - Food \_\_\_\_\_
  - Clothes and Laundry \_\_\_\_\_
  - Sterilization \_\_\_\_\_
  - Waste Management \_\_\_\_\_
  - Hemodialysis \_\_\_\_\_
  - Laboratory \_\_\_\_\_
  - Imaging \_\_\_\_\_

Sincerely,

Prequalified Bidder: .....  
Name

Name: .....  
Prequalified Bidder's Legal Representative

Signature: .....  
Prequalified Bidder's Legal Representative

Note: In the event of any discrepancy between a figure expressed in numbers and in letters, the amount expressed in letters shall prevail.

## Annex N° 16 – Sample Letter of Intent for Financing

[Date]

[Bidder]

[Include Bidder's data]

### Financing of the Project that is the subject of the Bidding for Project Concession (name of the project)

From our consideration:

We thank you for your invitation to [provide a credit facility (describe type of financing, e.g., a syndicated project finance type loan in the domestic and/or international financial markets)] [structure (e.g., a flow securitization transaction / a public or private bond or note issue and/or other financial instruments issued in domestic and/or international financial markets)]<sup>3</sup> to support the Offer of [Name of Bidder] (the "**Bidder**") for the Project tendered by the Peruvian Private Investment Promotion Agency ("**PROINVERSIÓN**"), with respect to the Project (the "**Transaction**").

We express our interest in the possibility of [structuring] [awarding] the Transaction up to the amount of [include amount or range of amount]<sup>4</sup> on terms to be agreed by the parties but including, among others, the key terms of the Transaction set forth in Annex 15.

We understand that if the Bidder is awarded the Successful Bid by PROINVERSIÓN, a special purpose company (the "**Concessionaire**") will be incorporated in the Republic of Peru and that the Concessionaire will be subject to [include type of credit facility or structuring].

We have reviewed the Project information and the proposed schedule for the financial closing of the Project and would be available to begin the *due diligence* process immediately after the eventual award of the Bidder. In this regard, [Financial Institution] is willing to confirm that, in the event that the Bidder is awarded the Successful Bid, we will dedicate adequate resources and personnel to work in accordance with the schedule established for the financial close of the Project.

This letter is provided to [Bidder] for submission, together with its Technical Offer, to PROINVERSIÓN.

Sincerely

---

[Financial Institution]

[Signatory person(s)]

[Position]

---

<sup>3</sup> / Describe the form of financing proposed and/or available to the Bidder.

<sup>4</sup> / The amount is left to the discretion of the Bidder but taking into account the financial requirements set forth in the Concession Contract.

**Annex N° 17 Commitment of reliable and valid information**

**Affidavit**

Concessionaire: .....

We hereby declare under oath the following:

That, as of the Contract Execution Date, all the information, statements, certification and, in general, all the documents submitted in Envelopes No. 1, No. 2 and No. 3 in the Bidding remain valid and reliable.

Place and date: ....., ..... 202...

Name .....

Name of Concessionaire's Legal Representative

Signature .....

Name of Concessionaire's Legal Representative

## Annex N° 18 – Referential Schedule

Activity	Term (Business Days)
Call for Bid	D
Payment of the Right of Participation	Up to one (01) day before the date of Submission of Envelope No. 1.
Access to the Virtual Data Room	Up to one (01) day before the date of Submission of Envelopes No. 2 and No. 3.
<b>BIDDING TERMS</b>	
Publication of the Bidding Terms	D
Consultation of the Bidding Terms	D+20
Publication of the acquittal of consultations to the Bidding Terms	D+34
<b>CONCESSION CONTRACT</b>	
Publication of the Initial Version of the Contract (VIC)	D
Receipt of suggestions to the VIC (1st round)	D+20
Publication of suggestions to the VIC	D+37
Publication of the VFC Project prior to ESSALUD opinion	D+70
Publication of the VFC Project prior to MEF Opinion	D+102
Publication of VFC Project prior to CGR report	D+119
Publication of VFC approved by PROINVERSIÓN	D+143
<b>PRE-QUALIFICATION OF BIDDERS</b>	
Submission of Envelope No. 1	From the publication of the call to bid until D+85
Evaluation term for Envelope N°1	Up to 10 days after the submission of Envelope N°1
Term for correction of errors in the documents of Envelope No. 1	Up to 15 Days after submission of Envelope No. 1
Announcement of Prequalified Bidders	Up to 10 days after the maximum term for the errors correction.
Term to communicate the conformation of the Consortium or changes in its conformation.	Up to 10 days after the announcement of the prequalified bidders
Announcement of reconfirmation of Prequalified Bidders	Up to 10 days after the maximum term of the previous activity
<b>QUALIFICATION OF BIDDERS AND AWARDING OF SUCCESSFUL BID</b>	
Submission of Envelopes No. 2 and No. 3 and Opening of Envelope No. 2	Twelve (12) Days after the publication of the VFC
Announcement of the result of the evaluation of Envelope No. 2, Opening of Envelope No. 3 and awarding of the Successful Bid.	Eight (8) days after receipt of Envelopes No. 2 and No. 3.
Closing Date	It will be communicated by Notice

**Annex N° 19 – List of the Bidder's experience**

**I) General requirements for experience in sanitary infrastructure concessions**

Project Name	Brief description	Number of hospital beds	Green gown services	Contract Period		Client	Percentage of creditor's participation**	Document submitted as accreditation***
				Start	End			
				(month/year)	(month/year)			

\*\* In order to accredit the experience, a minimum of twenty-five percent (25%) of the company or consortium constituted to execute the project must be considered. The experience of related companies may be submitted.

\*\*\* The documents submitted to accredit experience must comply with the following subsection **¡Error! No se encuentra el origen de la referencia.** of this document. Indicate the name of the document and the page numbers of the copies.

**II) Experience requirements in operation and construction of sanitary infrastructure:**

**II.1 Operating Experience**

**Name: (Indicate the company or member of the bidder that accredits the experience)**

Project Name / Country	Characteristics of the Hospital			Period of Operation		Client	Participation (%)*	Document submitted certifying the experience**
	Name of Hospital	Hospitalization bed capacity	Specialty level	From	to			
				(month/year)	(month/year)			

\* In order to accredit the experience, a minimum of thirty-five percent (35%) of the company or consortium constituted to execute the project must be considered. The experience of related companies may be submitted.

**Bidding Terms of the Comprehensive Project for the concession of "Creation of the specialized health services of the specialized hospital of Chimbote in Ancash health care network of ESSALUD, district of Nuevo Chimbote, province of Santa, department of Ancash**

\*\*\* The documents submitted to accredit experience must comply with the following subsection 16.2.2 of this document. Indicate the name of the document and the page numbers of the copies.

## II.2 Construction Experience

**Name: (Indicate the company or member of the bidder that accredits the experience.)**

Project Name / Country	Characteristics of the Hospital			Construction period		Client	Participation (%)*	Document submitted certifying the experience**
	Name of Hospital	Specialty level	Roofed Area*** in m <sup>2</sup>	From	to			
				(month/year)	(month/year)			

\* In order to accredit the experience, a minimum of thirty-five percent (35%) of the company or consortium constituted to execute the project must be considered. The experience of related companies may be submitted.

\*\*\* The documents submitted to accredit experience must comply with the following subsection 16.2.2 of this document. Indicate the name of the document and the page numbers of the copies.

\*\*\* Parking lots not included.

SIGNATURE OF THE LEGAL REPRESENTATIVE

Place and date:

## **Annex N° 20 Technical Proposal**

Bidder: .....

We hereby declare the following:

That the Technical Proposal we submit shall always be understood as an improvement, complement or addition to the terms and conditions set forth in the Bidding Terms and Contract and its Annexes and in no way may undermine or modify what is expressly set forth in said documents or in the Applicable Laws and Provisions; likewise, neither may it restrict or limit the execution of the Contract, any reference to the contrary shall be considered as not submitted and shall not generate any legal effect whatsoever.

### Contents of the Technical Proposal

The Technical Proposal must observe and contain the technical scopes that the Project requires, among others, the support of an Infrastructure, Equipment and management systems with a high technological, security and biosecurity level, as well as facilities, state-of-the-art information technologies with the corresponding supply, in order to achieve the Service Levels in accordance with the provisions of the Contract and its Annexes.

The bidder shall submit the development of the following information:

#### **1. General plan for the preparation of the Technical Files and Execution of the Works.**

Planning and program for the preparation of the Technical Files and the execution of the works:

Document that explains the activities, strategies, processes and methodology to achieve the objectives considered in the Contract in accordance with the maximum terms established.

#### **2. General plan for the provision and replacement of equipment:**

##### **2.1 Equipment Plan**

Document that explains the activities, strategies, processes and methodology to achieve the objectives considered in the Contract in accordance with the maximum terms established.

##### **2.2. Replacement and Updating Plan of Equipment**

Document that explains and details the actions to be implemented for the replacement of the Equipment according to Annex 17 of the Contract. It will differentiate and explain the strategies and activities related to the Scheduled Replacement and Unscheduled Replacement of the Equipment throughout the term foreseen in the Contract.

#### **3. General Start-up Plan.**

Document that explains and details the activities of integral verification of the individual and joint operation of the civil works, Equipment linked to Civil Works and Equipment considering in this process the activities of training and use and maintenance of Equipment and Infrastructure according to the maximum terms established and the considerations and scopes exposed in the Contract.

Under this title, the Bidder undertakes that the software it implements will have an interface that allows integration with the current systems managed by ESSALUD nationwide.

#### 4. General plan for the provision of the Services detailed in Annex 8 of the Contract.

This plan shall contain the actions that will allow guaranteeing the continuity of each one of the Services, as well as the compliance with the standards defined for the Service Indicators during the Operational Stage. This General Plan for the provision of the services in the Operational Stage shall contain the following aspects indicated below:

- Description, characteristics and scope of each of the Services considered in the general planning.
- General description of the production process required for the provision of each of the Services.
- Description of the quality assurance policies and measures on which the Prequalified Bidder is based for the provision of each of the Services.
- General description of the organization and preliminary staffing contemplated for the provision of each of the Services, as established in the Contract.
- Measures to be adopted to comply with the standards of each one of the Service Indicators established in Annex 8, without prejudice of the other complementary or additional measures established in the respective POAs.
- Alternative solutions to contingencies and emergencies, control measures and risk mitigation, to ensure at all times the provision of the Services.
- Indicate the supervision measures in the event that the Services are subcontracted, considering the compliance with the provisions set forth in **¡Error! No se encuentra el origen de la referencia.2.**

#### **Submission requirements:**

The Technical Proposal shall be submitted on A4 size sheets, Arial font, size 10, single spacing and shall have a minimum of ten (10) and a maximum of fifty (50) sheets, shall include a table of contents and shall be duly numbered.

Additionally, all documentation shall be submitted in digital version, as appropriate, in editable format (DOC, XLS, others) and non-editable format (PDF or similar).



**Annex N° 21 Builder's contracting commitment**

**AFFIDAVIT**

Bidder: .....

We hereby declare under oath that we have signed a commitment to hire ..... (construction company that accredited experience in construction, hereinafter the Builder), whereby in the event of being favored with the award of the Successful Bid according to the provisions of the Bidding Terms, we undertake to execute, through the Concessionaire, at the time established in the Contract, a construction contract, by virtue of which the Builder is jointly and severally liable with the Concessionaire for the execution of the works as established in the Concession Contract.

Likewise, in relation to the construction contract, the Concessionaire and the Builder declare under oath that the same will contain at least the following provisions:

1. Organization and Powers  
That, the Builder is a corporation or business entity duly incorporated, validly existing, duly registered in the corresponding registry, in accordance with the laws of its jurisdiction of incorporation or organization, to enter into the construction contract and to comply with the obligations established therein.
2. Capacity  
That, the Builder is duly qualified and competent to carry out its business, day-to-day operations, and those other operations contemplated in the construction contract.
3. Authorization  
That, the Builder has sufficient capacity and representation to execute and perform the construction contract. The execution and performance of the construction contract has been duly authorized in accordance with its internal regulations or corresponding corporate rules by means of any necessary corporate action. None of the acts required for this purpose have been modified or cancelled, and such acts are in full force and effect.
4. Lack of conflicts  
That, the execution, delivery and performance of the construction contract by the Builder and the performance of the acts contemplated therein do not breach any provision of the Applicable Laws and Provisions, nor do they breach any corporate agreement, trust agreement or violate any provision of the Builder's bylaws.
5. Joint and several liability  
That the Builder is jointly and severally liable with the Concessionaire for the execution of the works in accordance with the provisions of the Contract.

In this regard, we hereby state that we are aware of and accept the consequences of non-compliance with this commitment and/or the lack of truthfulness of the above statements.

Place and date: ....., ..... 202...

Name .....  
Bidder's Legal Representative

Signature .....  
Bidder's Legal Representative

Company .....  
Name .....  
Signature .....  
Legal Representative of (Member 1)

Company .....  
Name .....  
Signature .....  
Legal Representative of (Member n)

Builder .....  
Name .....  
Signature .....  
Builder's Legal Representative

## Annex N° 22 Requirements for the subcontracting of Services

For each of the services indicated below, the company to be subcontracted must accredit experience in the provision of the corresponding service indicated below, with the Concessionaire maintaining full responsibility for the provision of the service provided:

- Food: Have two or more contracts in the last three (3) years totaling at least six hundred (600) daily lunch rations in health facilities.
- Clothes and Laundry Management: Demonstrate two (2) or more contracts in the last three (3) years totaling an amount equal to or greater than 30.000 kg. of clothes per month, and at least one (1) of them must be a contract with a health facility with a capacity equal to or greater than one hundred and fifty (150) beds.
- Cleaning, sanitation and vector management: At least three (3) contracts, in the last five (5) years, in force in public buildings with a total surface area equal to or greater than 60.000 m<sup>2</sup>, of which at least one (1) must be a contract with a specialized health facility with a surface area equal to or greater than 10.000 m<sup>2</sup>.

Integrated Solid Waste Management: Demonstrate two (2) or more contracts in the last five (5) years with health facilities, and current registration in the Authorized Registry of Solid Waste Operators Companies for the management of hazardous and non-hazardous non-municipal waste and for the performance of all waste management operations applicable to the Project.

- Security and Surveillance: Demonstrate two or more contracts in the last five (5) years for public buildings with a total area of 50.000 m<sup>2</sup> or more.
- Information and Communications Technology Service and Provision and Availability of Technological Infrastructure: Demonstrate two (2) or more contracts in the last five (5) years with institutions, totaling an amount equal to or greater than: 2.000 network points and 1.500 connected users, with a monthly uptime greater than or equal to 95%.
- **Maintenance of infrastructure and facilities.** Demonstrate at least three (3) contracts in the last five (5) years in the management of infrastructure maintenance services, facilities and electromechanical equipment associated with the infrastructure, of which at least one (1) is in force; and at least two (2) correspond to Specialized Hospitals, which together must have a total built-up area of more than 20.000 m<sup>2</sup> (without considering parking area).
- **Equipment maintenance.** Demonstrate at least three (3) contracts in the last five (5) years in the management of maintenance services of biomedical equipment in hospitals or clinics, of which at least one (1) is in force; and at least two (2) are Specialized Hospitals, each with a number equal to or greater than 150 beds. The biomedical equipment involved must include at least: Surgical Center equipment, Intensive Care Unit equipment, Magnetic Resonance Imaging, Tomography, Angiography, Radiodiagnostics and Ultrasonography equipment; Clinical Pathology, Pathology Anatomy and Blood Bank equipment; Emergency equipment.
- **Sterilization service.** Demonstrate during the last three (3) years in sterilization work in at least two (2) hospitals or clinics, of which at least one (1) is a Specialized Hospital.

The requested experience must be demonstrated through background information issued by a third party, which may be subscribed in Peru or abroad. If it is issued in Peru, copies must be presented legalized before a Notary Public; if it is subscribed abroad, it must be presented with the requirements established in subsection 10.2.7 of the Bidding Terms.

---

*Bidding Terms of the Comprehensive Project for the concession of the project "Creation of the Specialized Health Services of the Chimbote Specialized Hospital in the Ancash Assistance Network of Essalud, district of Nuevo Chimbote, province of Santa, department of Ancash"*

For each of the services indicated below, the company to be subcontracted must demonstrate at least ten (10) years of experience in the provision of the corresponding service, with the Concessionaire maintaining full responsibility for the provision of the service:

- **Hemodialysis Service:** consists of providing a Hemodialysis Service of excellence to patients with chronic or acute renal insufficiency who require such treatment, supervising at all times that the facilities, equipment, supplies and personnel are in optimal conditions to provide comprehensive and excellent care to the patient. In the specific event of this service, the commercial operation of hemodialysis services and/or two or more contracts with third parties for the provision of hemodialysis services in the last eight (8) years that prove the performance of at least 15,000 annual examinations must be demonstrated.
- **Clinical Pathology-Laboratory:** corresponds to the collection and analysis of human biological samples by a multidisciplinary team, which will provide information for the prevention, diagnosis, control or evaluation of health problems of people. In this specific event, and according to the above definition, the commercial operation of laboratory services and/or two or more contracts with third parties for the provision of laboratory services in the last eight (8) years must be demonstrated, where the capacity to perform 500,000 laboratory tests annually is evidenced.
- **Imaging:** consists of diagnostic support through the generation, obtaining and processing of high resolution and precision images by means of ionizing and non-ionizing radiation and other energy sources, which will allow the timely detection of diseases, their study and treatment. In the specific event of this service, the commercial operation of imaging services and/or two or more contracts with third parties for the provision of imaging services in the last eight (8) years must be demonstrated, where the capacity to perform 52,000 X-ray tests, 26,000 ultrasound tests, 12,000 tomography tests, 3,000 magnetic resonance tests, 12,000 mammography tests and 4,000 densitometry tests per year is evidenced.

This supplier must be authorized by the Concessionaire in accordance with the requirements and regulations in force and have one of the following two certifications: a) ISO/IEC 17025t Standard and a management system certified under ISO 9001 or b) ISO 15189 Standard.

The requested experience must be demonstrated by a third party, which may be subscribed in Peru or abroad. If it is executed in Peru, copies certified by a Notary Public must be submitted; if it is executed abroad, it must comply with the requirements established in subsection 10.2.7 of the Bidding Terms.