

REPUBLIC OF PERU



BIDDING TERMS

**COMPREHENSIVE PROJECT TENDER
FOR DELIVERY IN CONCESSION OF THE**

**PROJECT: "HEADWORKS AND CONVEYANCE WORKS FOR THE DRINKING
WATER SUPPLY TO LIMA – STAGE 1: TREATMENT AND PRIMARY
DISTRIBUTION"**

July 2025

TABLE OF CONTENTS

1	Introduction	5
2	Background	5
3	Object of the Tender	6
4	General Provisions	7
5	Definitions	9
6	Tender Legal Framework	16
7	Powers of PROINVERSIÓN	17
8	Concession Contract Projects	17
9	Tender Schedule	17
10	Submission to the Bidding Terms and Interpretation	18
11	Authorized Agents and Legal Representatives	18
	11.1 Authorized Agents	18
	11.2 Legal Representatives	19
12	Reception Desk	20
13	Consultations and Official Letter	21
	13.1 Consultations	21
	13.2 Official Letters	21
14	Access to Information: Data Room	22
	14.1 Access to the Virtual Data Room	22
	14.2 Information Content of the Virtual Data Room	23
	14.3 Confidentiality Agreement	23
15	Interview Requests	23
16	Submission of Envelopes	23
	16.1 General Provisions	23
	16.2 Submission of Envelope No. 1	24
	16.3 Submission of Envelopes No. 2 and No. 3	24
17	Contents of Envelope No. 1	24
	17.1 General Information	25
	17.2 Prequalification Requirements of the Bidder	25
18	Simplified Prequalification Procedure (Submission of Envelope No. 1)	25
19	Submission and Evaluation of Envelope No. 1 and Prequalification	26
	19.1 Submission	26
	19.2 Evaluation	27
	19.3 Prequalification	27
20	Contents of Envelope No. 2	28
	20.1 Affidavit of Effectiveness of Information	28

20.2	Acceptance of the Bidding Terms and the Final Version of the Concession Contract	28
20.3	Guarantee of Validity, Effectiveness, and Seriousness of the Proposal	28
20.4	Technical Proposal	28
21	Contents of Envelope No. 3	28
22	Reception of Envelopes No. 2 and No. 3	29
23	Opening and Evaluation of Envelope No. 2	30
24	Opening of Envelope No. 3 and Award of the Successful Bid	30
24.1	Opening of Envelope No. 3	30
24.2	Evaluation of Envelope No. 3	31
25	Award of the Successful Bid	31
26	Challenge of the Successful Bid	32
26.1	Procedure	32
26.2	Challenge Guarantee	32
27	Void Tender	33
28	Closing Date	33
29	Tender suspension and cancellation	35
30	Early termination of the Concession Contract arising from this Tender	35
31	Mitigation mechanisms for Unrealistically Low Bids	36
Annex No. 1	Schedule	38
Annex No. 2	List of natural or legal persons from the private sector who have provided or are providing consulting or advisory services to PROINVERSIÓN, in the process of promoting private investment in the Project Stage 1	39
Annex No. 3	Authorized Financial Entities to Issue the Guarantees established in the Bidding Terms ⁴⁰	
Annex No. 4	Model of the Guarantee of Validity, Effectiveness, and Seriousness of the Proposal	41
Annex No. 5	Model Letter of Guarantee for Challenging the Successful Bid	43
Annex No. 6	Prequalification Requirements	45
Annex No. 7	Competition Factor	51
Annex No. 9	Access and Use Manual for the Virtual Data Room	54
Appendix 1	Contents of the Data Room	55
Form No. 1	Confidentiality Agreement	56
Form No. 2	Reporting of information	58
Form No. 3	Information validity	60
Form No. 4	Link with the person who paid the Right of Participation	61
Form No. 5	Declaration of no incompatibility	63
Form No. 6	Commitment to Incorporate	64
Form No. 7	Commitment to submit documents that make up Envelope No. 1	66

Form No. 8	Template for Submission of Financial Requirements Information	67
Form No. 9	Template for Submission of Technical Requirements of the Treatment Plant Operator	69
Form No. 10	Template for Submission of Technical Requirements of the Operator of Primary Drinking Water Conveyance/Distribution Systems	71
Form No. 11	Operator Procurement Commitment Water Systems	74
Form No. 12	Template for Submission of Experience in the Construction of Drinking Water Treatment Plants	77
Form No. 13	Template for Submission of Experience in the Construction of Drinking Water Supply Systems	79
Form No. 14	Constructor ' s commitment to contract [drinking water treatment plants/drinking water supply systems]	81
Form No. 15	Existence and validity for incorporated legal persons	84
Form No. 16	Existence and validity for Consortiums	85
Form No. 17	Percentage of participation in the Bidder for legal entities	87
Form No. 18	Percentage of participation in the Consortium Bidder	88
Form No. 19	Declaration of not being disqualified from being a bidder and therefore from contracting with the Peruvian State	90
Form No. 20	Waiver of privileges and claims applicable to unlisted companies	92
Form No. 21	Waiver of privileges and claims (applicable to companies listed on stock exchanges)	93
Form No. 22	Independence among bidders (applicable to companies not listed on stock exchanges)	94
Form No. 23	Independence among bidders (applicable to companies listed on stock exchanges)	95
Form No. 24	Declaration of failure to pay or offer illegal payment or commission	96
Form No. 25	Form - Validity of the Documentation Referenced in the "Certificate of Validity of Pre-Qualification Documents"	97
Form No. 26	Reliable and current reporting commitment	98
Form No. 27	Acceptance of the Bidding Terms and of the Final Version of the Contract – Applicable to Bidders and to Consortium Members Whose Shares Are Not Listed on Stock Exchanges	99
Form No. 28	Acceptance of the Bidding Terms and the Final Version of the Contract – Applicable to Bidders and members of Consortia whose shares are listed on stock exchanges	101
Form No. 29	Technical Proposal:	103
Form No. 30	Economic Proposal Model	105

1 Introduction

The project “Headworks and Conveyance Works for the Drinking Water Supply to Lima” (hereinafter referred to as **Project**) is part of national policies such as the National Development Strategic Plan by 2050, National Infrastructure Plan for Competitiveness, Multi-Year Sectoral Strategic Plan PESEM, National Disaster Risk Management Plan, National Water Resources Plan, National Sanitation Policy, and National Environmental Action Plan – PLANAA. In addition, the Project contributes to achieving the strategic objectives of the sanitation sector established in the National Sanitation Plan 2022-2026, and in the Multiannual Report on Investments in Public-Private Partnerships in the Sanitation Sector (hereinafter IMIAPP) of 2024-2026.

According to PROINVERSIÓN Agreement No. 129-1-2023, adopted by the PROINVERSIÓN Board of Directors on June 27, 2023, the Project will be implemented in 2 stages under separate tenders, each of them comprising the following scopes:

- **Stage 1:** Design, financing, construction, operation and maintenance of the Huachipa II Plant (in 2 stages of 2.5 m³/s) and the South Branch (from Huachipa to Manchay) including 5 compensation reservoirs and their respective interconnection lines. These interconnection lines that once built will be transferred to SEDAPAL for operation and maintenance. It also includes the improvement, operation and maintenance of Huachipa Intake and Huachipa I Plant.
- **Stage 2:** Design, financing, improvement/construction, operation and maintenance of the Pomacocha and Huallacocha Bajo dams and the Trans-Andean Tunnel.

In consideration thereof, the State of the Republic of Peru, through the Private Investment Promotion Agency – PROINVERSIÓN, calls for the Comprehensive Project Tender for the concession to the private sector of Stage 1 of the Project through the Public Private Partnership mechanism.

2 Background

- 2.1 By Supreme Resolution No. 011-2013-EF published on February 2, 2013 ratified the PROINVERSIÓN Board Agreement that incorporates the Project into the process of promoting private investment, under the mechanisms and procedures established in Supreme Decree No. 059-96-PCM, Legislative Decree No. 1012 and its related regulatory standards.
- 2.2 By Supreme Resolution No. 029-2013-EF published on May 24, 2013, was ratified the PROINVERSIÓN Board Agreement approving the Project Promotion Plan.
- 2.3 On February 15, 2014, PROINVERSIÓN published the call and published the Comprehensive Project Tender Bidding Terms for the delivery of the Project concession.
- 2.4 Legislative Decree No. 1362 dated July 21, 2018, the rule regulating the promotion of private investment through public-private partnerships and projects in assets was approved, repealing Legislative Decree No. 1224.

- 2.5 By Supreme Decree No. 240-2018-EF dated October 29, 2018, the Regulations of Legislative Decree No. 1362, which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets.
- 2.6 On January 30, 2023, by Official Communication No. 040-2023-VIVIENDA-DM, the MVCS requests that the Project be implemented in 2 stages tendered separately, and refers the basis of the corresponding cost-benefit analysis. The stages of the Project would be configured as follows:
- Stage 1: Design, financing, construction, operation and maintenance of the Huachipa II Plant (in 2 stages of 2.5 m³/s) and the South Branch (from Huachipa to Manchay) including 5 compensation reservoirs and their respective interconnection lines; as well as the operation and maintenance of the Huachipa Intake and Huachipa I Plant.
 - Stage 2: Design, financing, improvement/construction, operation and maintenance of the Pomacocha and Huallacocha Bajo dams and the Trans-Andean Tunnel.
- 2.7 On June 27, 2023, through PROINVERSIÓN Agreement No. 129-1-2023, PROINVERSIÓN's Board of Directors approved the incorporation of the technical changes to the Project proposed by the MVCS, by Official Communication No. 040-2023-VIVIENDA-DM, which consist of executing the same in 2 stages under separate tenders;
- 2.8 On July 26, 2023, by Executive Management Resolution No. 52-2023/DPP/SA.06, the Executive Director of PROINVERSIÓN ratified the agreement of the PRO AGUA Committee that approved the Project Promotion Plan as amended to July 2023;
- 2.9 On August 14, 2023, by Official Letter No. 49, the PRO AGUA Committee announces the cancellation of the Comprehensive Project Tender and specifies that it will continue to be developed under the new configuration provided for in the Project Promotion Plan modified to July 2023;P
- 2.10 On [*] [*] 2025, PROINVERSIÓN's [Board of Directors/Executive Director] ratified the PRO AGUA Committee agreement approving the Initial Version of the Stage 1 Project Contract, called "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution" (hereinafter "Stage 1 Project").
- 2.11 On [*] [*] 2025, PROINVERSIÓN's [Board of Directors/Executive Director] approved the Bidding Terms for the Comprehensive Project Tender for the award of the Stage 1 Project.

3 Object of the Tender

- 3.1 The State of the Republic of Peru, through the Private Investment Promotion Agency – PROINVERSIÓN, calls for a Comprehensive Project Tender whose purpose is the selection of a national or foreign legal person, individually or in a Consortium, that will make up the concessionary company that will sign the Concession Contract and be responsible for implementing the Stage 1 Project.

- 3.2 To this end, the Bidding Terms regulate the procedure of the Tender which has the following general objectives:
- a. Achieve a transparent, simple, objective procedure and under equal conditions.
 - b. Engage and participate as many experienced Bidders in the required obligations.
 - c. Define the basic rules on which the Bidder may formulate its Proposal.
 - d. Select the best submitted Proposal, according to the pre-established selection criteria.
- 3.3 The Tender shall be carried out in accordance with the provisions set forth in these Bidding Terms and Conditions. For any matters not provided herein, the Applicable Laws and Provisions shall apply.
- 3.4 It is considered, without admitting contrary evidence, that all Stakeholders, Bidders, Prequalified Bidders, or Qualified Bidders participating in the Tender are aware of the content of these Bidding Terms and the Applicable Laws and Provisions.

4 General Provisions

- 4.1 The Bidding Terms and the documents that comprise them will be governed and interpreted in accordance with the Applicable Laws and Provisions.
- 4.2 The Tender may be attended by national or foreign legal entities, individually or in a Consortium.
- 4.3 A natural or legal entity, individually or through a Consortium, cannot participate in more than one Bidder.
- 4.4 Those who fall within the scope of Article 29 of Legislative Decree No. 1362 are prevented from participating as Bidders, directly or indirectly. It regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets (with respect to:
- i) Those referred to in article 1366 of the Civil Code,
 - ii) Individuals or legal entities who are prohibited under the provisions of Law No. 30225, State Contracting Law, or its replacement standard,
 - iii) Individuals or legal entities disqualified under regulations having the force of law,
 - iv) Individuals or legal entities that, having been awarded Public-Private Partnership (PPP) contracts, ceased to be so due to breach of contract. This impediment is valid for two (2) years and extends to the Strategic Partners and/or those who have exercised control of the investor at the time of the termination and/or expiration of the respective contract, without prejudice to those impediments established in Law No. 30225, State Contracting Law, which are governed by the terms stipulated in said law.
- 4.5 Bidders, Prequalified Bidders, and Qualified Bidders may not directly or indirectly contract the

advisory services of natural or legal persons from the private sector who have provided or are providing consulting or advisory services to PROINVERSIÓN in the process of promoting private investment in which they are participating. The list of natural or legal persons from the private sector providing consulting or advisory services to PROINVERSIÓN in the current process is established in Annex No. 2. Non-compliance with the provisions of this Section leads to the exclusion of Bidders, Prequalified Bidders, and Qualified Bidders from the process of promoting private investment, at the stage in which it is founded, without generating any type of liability for PROINVERSIÓN, its officials, advisors, and/or consultants.

- 4.6 The State or any of its dependencies, including PROINVERSIÓN, its consultants and/or advisors are not responsible, do not guarantee, either expressly or implicitly, the completeness, integrity, reliability, or veracity of the information in the Virtual Data Room (VDR). Such information is of a reference nature, it being the obligation of the Stakeholders, the Bidders, Prequalified Bidders and Qualified Bidders to develop their own research for the preparation of their Proposal. Consequently, none of the persons participating in the Tender Process may hold PROINVERSIÓN, any of the aforementioned entities, or their representatives, agents, or employees liable for the use of such information, or for any inaccuracy, insufficiency, defect, lack of updating, or for any other cause not expressly contemplated in this Section.
- 4.7 The limitation of liability set out above applies as broadly as possible:
- i) To all information relating to the Tender that was actually known.
 - ii) Not known information and information that should have been known at some point, including possible errors or omissions contained therein, by the State or any of its departments, including PROINVERSIÓN, its consultants or advisors.
 - iii) Any information, whether or not supplied or prepared, directly or indirectly, by any of the parties concerned.
 - iv) To all information available in the Virtual Data Room, in PROINVERSIÓN's institutional portal, as well as that provided through Official Letter or any other form of communication, that which is acquired during visits to the facilities related to the Tender and those mentioned in these Bidding Terms, including all its Forms and Annexes.
- 4.8 All Prequalified Bidders shall base their decision to submit their Envelopes No. 2 and No. 3 in their own investigations, examinations, inspections, visits, studies, interviews, analyses and conclusions on the information available and that which they in particular have sought, at their own risk.
- 4.9 The mere submission of the forms provided for in the Bidding Terms shall constitute, without the need for any subsequent action, the acceptance by the Bidder, Prequalified Bidders and Qualified Bidders of the Tender and, where applicable, the Successful Bidder, of all matters relating to the limitation of liability with respect to the information of the Virtual Data Room, as well as its irrevocable and unconditional waiver, in the widest possible way permitted by the Applicable Laws and Provisions, to raise any action, counterclaim, exception, claim, demand or request for compensation against the State or any of its dependencies, including

PROINVERSIÓN, its consultants and/or advisers, except as provided in Section 26.

- 4.10 The Stakeholder who chooses not to participate in the Tender, may assign its Right of Participation to a third party. To this end, the acquirer of said right must submit in the Envelope No. 1, in addition to everything required in these Bidding Terms, documentation evidencing the assignment of the right of participation in its favor, with legal signature of the assignor.
- 4.11 The Bidder, Prequalified Bidder or Qualified Bidder is responsible for the veracity, completeness and sufficiency of the documentation submitted during the different stages of the Tender, without this implying, in any way, a limitation of the right of verification by PROINVERSIÓN.
- 4.12 PROINVERSIÓN reserves the right to verify the veracity of the documentation submitted by the Stakeholder, Bidder, Prequalified Bidder or Qualified Bidder during the different stages of the Tender and even after its conclusion, without this implying in any way a limitation of the responsibility of the Stakeholder, Bidder, Prequalified Bidder or Qualified Bidder for the possible insufficiency or lack of veracity of the data or information submitted.
- 4.13 The lack of veracity or insufficiency in the data or information submitted by the Bidder, Prequalified Bidder or Qualified Bidder in this Tender in accordance with these Bidding Terms, will cause PROINVERSIÓN to disqualify it, at any stage, without prejudice to the responsibilities that may arise.

5 Definitions

Any reference made in this document to "Section", "Chapter", "Form", "Appendix" and "Annex" should be understood as referring to the sections, chapters, forms, appendices and annexes of these Bidding Terms, respectively, unless expressly indicated otherwise.

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

Expressions in the singular shall include, where applicable, the plural, and vice versa. The terms that appear in capital letters in these Bidding Terms and that are not expressly defined herein, correspond to Applicable Laws and Provisions, or to the meaning given to them in the use of the activities inherent to the development of the Stage 1 Project or, in the absence thereof, to terms that are commonly used in capital letters.

In these Bidding Terms the following terms shall have the meanings indicated below; however, in the event of any discrepancy, the definition set out in the Concession Contract shall prevail.

- 5.1 **Confidentiality Agreement:** This is the commitment that the Stakeholder, through its Authorized Agents or Legal Representatives, must sign before using PROINVERSIÓN's Virtual Data Room (VDR). The text of the Confidentiality Agreement is included in Form No. 1.

- 5.2 **Award of the Successful Bid:** It is the statement of the Committee once it has determined which of the Qualified Bidders submitted the best Economic Proposal, under the terms and conditions set out in the Bidding Terms and has therefore been the winner of the Tender.
- 5.3 **Successful Bidder:** It is the Qualified Bidder that submitted the best Economic Proposal, under the terms and conditions established in the Bidding Terms and has therefore been the winner of this Tender.
- 5.4 **Private Investment Promotion Agency – PROINVERSIÓN:** It is the specialized technical agency 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 process of promoting private investment in projects developed through the Public-Private Partnership and Projects in Assets modalities, under the scope of its competence, unifying the decision making within the process, in accordance with the provisions of Legislative Decree No. 1362, Legislative Decree regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets and its Regulations; the Regulations on the Organization and Functions of PROINVERSIÓN, approved by Supreme Decree No. 185-2017-EF, in accordance with Applicable Laws and Provisions.
- 5.5 **Authorized Agents:** They are the natural persons designated by the Stakeholder or Bidder to act on their behalf and representation in the acts of the Tender that require it.
- 5.6 **Annexes:** These are the documents that form part of the Bidding Terms and that establish information to be considered by Stakeholders, Bidders, Prequalified Bidders and Qualified Bidders for the development of the Tender.
- 5.7 **Government Authority:** It is any entity or agency of the State of the Republic of Peru, which under the Applicable Laws and Provisions exercises executive, legislative or judicial powers.
- 5.8 **Bidding Terms:** It is the present document, including its Annexes, Appendices, Forms, and the Official Letters, setting the terms under which the Tender will be developed.
- 5.9 **Letter of Guarantee:** It is the civil guarantee issued by one of the Financial Entities, in support of the obligations set for in the Bidding Terms.
- 5.10 **Official Letter(s):** It is the communication issued in writing by the Project Director, with specific or general effects, with the purpose of completing, clarifying, interpreting, specifying or modifying the content of the Bidding Terms, or other Official Letter or to answer consultations formulated by those who are authorized to do so, in accordance with these Bidding Terms. The Official Letter will form an integral part of the Bidding Terms. Information related to the process may also be issued to Stakeholders, Bidders, Pre-qualified Bidders and Qualified Bidders, subject to approval by the Project Director, Committee or Executive Director.

- 5.11 **Evaluation Committee for Envelope No. 1:** It is the group of officials or public servants who are appointed by the Project Director to receive and evaluate Envelopes No. 1. of the Bidders and the reconfiguration of Consortium of Prequalified Bidders, the results of which will be expressed through reports and/or minutes addressed to the Project Director.
- 5.12 **Evaluation Committee for Envelope No. 2:** It is the group of officials or public servants who are appointed by the Committee to evaluate Envelopes No. 2, the results of which shall be expressed in reports and/or minutes addressed to the Committee. This commission will also have one or more members designated by the Grantor, which will be requested in due course by the Project Director.
- The Evaluation Committee for Envelope No. 2 may be advised by professionals skilled in the areas of evaluation.
- 5.13 **Committee:** It is the Special Committee on Investment in Water, Sanitation, Irrigation and Agriculture Projects – PRO AGUA.
- 5.14 **Grantor:** It is the State of the Republic of Peru, represented by the Ministry of Housing, Construction and Sanitation, that signs the Concession Contract.
- 5.15 **Concession:** It is the public-law legal relationship created by the Concession Contract and established between the Grantor and the Concessionaire as of the Financial Closing Date, through which the Grantor confers upon the Concessionaire the right to design, finance, build, operate, and maintain the Works comprising Stage 1 Project, as well as the right to economically exploit the Concession Assets, under the terms and conditions set forth in the Concession Contract.
- 5.16 **Concessionaire:** It is the company of specific purpose, incorporated as a legal person in Peru by the Successful Bidder, between the date of Award of the Successful Bid and the Closing Date, whose sole corporate purpose is to develop the Stage 1 Project. The Concessionaire will be the one who sign the Concession Contract, including the Service Contract.
- 5.17 **Comprehensive Project Tender or Tender:** It is the mechanism of the selection process regulated by these Bidding Terms for the delivery in concession of the Stage 1 Project to the Successful Bidder.
- 5.18 **Board of Directors:** It is the highest PROINVERSIÓN authority. It is responsible, inter alia, for management control and supervision and for the proper development of private investment promotion processes.
- 5.19 **Consortium:** It is the grouping of two or more national or foreign legal entities, or of natural persons with national or foreign legal entities, formed for the purpose of participating in the Tender.
- 5.20 **Builder:** Is the contractor who meets the construction experience required for prequalification

during the Tender.

- 5.21 **Concession Contract or Contract:** It is the contract entered into between the Grantor and the Concessionaire, including its annexes and appendices, that will govern the relations between the Parties, and SEDAPAL, as intervener of the Contract, during the term of the Concession.
- 5.22 **Control:** It is the situation in which a natural or legal person holds or is subject to the control of another legal person, or is subject to common control with the latter, in any of the following cases:
- a. It has more than fifty percent (50%) of the voting power in the general shareholders' or partners' meeting, through direct ownership of the securities representing the capital stock or indirectly through usufruct, pledge, trust, syndication and similar contracts or any other legal act.
 - b. Directly or indirectly, it 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 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 of any kind.
 - c. By any other mechanism or circumstance (contractual or not), it effectively controls the decision-making power in the other company.

Additionally, and whenever applicable, the provisions of the Superintendency of the Securities Market (SMV) Resolution No. 019-2015-SMV/01, as amended, or regulations that may replace them, shall be considered on a supplementary basis.

- 5.23 **Schedule:** It is the chronological sequence of activities that will be developed during the Tender and that is indicated in the Annex No. 1.
- 5.24 **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 veracity of a fact, characteristic, or condition is affirmed, under oath, presuming its veracity, unless proven otherwise, with the consequences established by the Applicable Laws and Provisions.
- 5.25 **Correctable Defect or Error:** It is that defect or error which, in the opinion of the Project Director, the Committee, the Evaluation Committee for Envelope No. 1 or the Evaluation Committee for Envelope No. 2, as appropriate, is of a formal nature in a document submitted in Envelope No. 1 or Envelope No. 2 and which does not substantially alter its content or scope.

Envelope No. 3 is not correctable under any circumstances.

- 5.26 **Right of Participation:** It is the right that allows a national or foreign legal entity or Consortium to participate in the Tender. It is acquired by paying the amount of two thousand Dollars (US\$ 2 000.00) including VAT. The payment of the Right of Participation is non-refundable and is credited with the corresponding payment receipt.

- 5.27 **Days:** These are working days, i.e. Monday, Tuesday, Wednesday, Thursday and Friday, unless they are public holidays or non-working days in the province of Lima or nationally.
- 5.28 **Calendar Days:** They are every day, including Saturdays, Sundays, holidays and non-working days for the public sector in the province of Lima or nationally.
- 5.29 **Project Director:** The person in charge of conducting the private investment promotion process, in accordance with the functions and attributions established by the Applicable Laws and Provisions and these Bidding Terms.
- 5.30 **Executive Director:** The highest executive authority and legal representative of PROINVERSIÓN. Exercise the functions and powers established by Applicable Laws and Provisions and these Bidding Terms.
- 5.31 **United States Dollar or Dollar or US\$:** It is the currency or currency sign of legal tender in the United States of America.
- 5.32 **Affiliated Company:** A company shall be considered an affiliate of another company when the Control of such companies is exercised by the same Parent Company.
- 5.33 **Parent Company:** It is a company that owns the Control of one or more companies. This definition also includes any company that exercises Control over a Parent Company, as defined herein, and so on successively.
- 5.34 **Subsidiary Company:** It is a company whose control is exercised by a Parent Company.
- 5.35 **Related Company:** It is any Affiliated Company, Parent or Subsidiary and is presumed to be linked, in any of the following cases: (i) When they are part of the same economic group, (ii) When the same guarantee supports the obligations of both, or when more than 50% of the obligations of one of them are guaranteed by the other, and this other is not a company of the financial system, (iii) When more than 50% of the obligations of one legal person are accruals of the other, and this other is not a company of the financial system, (iv) When a legal person has, directly or indirectly, an equity interest in another that allows it to appoint one third or more of the members of the board, and (v) When one third or more of the members of the board or the managers of one of them are directors, managers or workers of the other.
- 5.36 **Financial Institutions:** Authorized Financial Entities to issue the guarantees established in the Bidding Terms:
- Banking and insurance companies defined under Law No. 26702, General Law on the Financial System and Insurance System and Organization of the Superintendency of Banks and Insurance referred to in **¡Error! No se encuentra el origen de la referencia..**
 - First-rate foreign banks referred to in **¡Error! No se encuentra el origen de la referencia..**
 - The international financial entities reported in **¡Error! No se encuentra el origen de la referencia..**

- 5.37 **Competition Factor:** It is the set of variables used to compare the Economic Proposals of the Qualified Bidders, which allows for the determination of the Successful Bidder. The Bidding Terms set out its components and values.
- 5.38 **Closing Date:** It is the date that shall be communicated by means of an Official Letter, on which the Concession Contract will be signed and the actions established in Section 28 will be carried out.
- 5.39 **Form:** These are the documents that form part of the Bidding Terms and that must be signed, by the persons indicated therein, and submitted by the Stakeholders, Bidders, Prequalified Bidders and Qualified Bidders in the development of the Tender.
- 5.40 **Guarantee of Validity, Effectiveness, and Seriousness of the Proposal:** It is the letter of guarantee, which must be joint and several, unconditional, irrevocable, without the benefit of excussion, division and automatic realization, the same that will be submitted by the Prequalified Bidder in favor of PROINVERSIÓN, according to the model found in Annex No. 4, to guarantee the validity, effectiveness and seriousness of the Proposal and the fulfillment of the obligations provided for the Closing Date.

This guarantee must be valid until the date on which the Economic Proposal expires in accordance with the provisions of Section 21.2 and must be issued by one of the Financial Institutions referred to in the **¡Error! No se encuentra el origen de la referencia..**

- 5.41 **Stakeholder:** The legal person, national or foreign, or Consortium that acquires the Right of Participation and signs the Confidentiality Agreement.
- 5.42 **General Sales Tax – VAT:** It is the tax referred to in the Single Ordered Text of the General Sales Tax and Selective Consumption Tax Act, approved by Supreme Decree No. 055-99-EF, or standards replacing or modifying it, as well as the Municipal Promotion Tax, referred to in the Single Ordered Text of the Municipal Taxation Law, approved by Supreme Decree No. 156-2004-EF, or standards replacing or amending it.
- 5.43 **Applicable Laws and Provisions:** It is the set of standards and regulations that directly or indirectly govern the Bidding Terms and the Concession Contract, including the Political Constitution of Peru, statutes, supreme decrees, regulations, regulatory provisions, directives, resolutions, and any other provisions that, in accordance with the legal framework of the Republic of Peru, are applicable. All such provisions shall be mandatory and binding upon the Bidding Terms and the Concession Contract.
- 5.44 **Reception Desk:** It is the formal channel through which PROINVERSIÓN receives, records, and distributes documentation. It may refer to either the physical reception desk or the online reception desk, as applicable.
- 5.45 **Proposal:** It is the one submitted by the [Prequalified] Bidder in Envelopes No. 2 and No. 3.

Includes the Technical Proposal and the Economic Proposal.

- 5.46 **Economic Proposal:** It is the one presented by the Prequalified Bidder in Envelope No. 3, in accordance with the Competition Factor.
- 5.47 **Technical Proposal:** It is the one presented by the Prequalified Bidder in Envelope No. 2 in accordance with Section 20.
- 5.48 **Minimum Participation:** It is the shareholding or percentage of voting interests to be held and maintained by the Strategic Partner in the share capital of the Concessionaire, amounting to twenty-five percent (25%) of the subscribed and paid capital stock of the Concessionaire.
- 5.49 **Institutional Portal of PROINVERSIÓN:** It is as follows: www.investinperu.pe.
- 5.50 **Bidder:** It is the Interested Party that participates in this Tender through the submission of Envelope No. 1 for prequalification subject to the provisions of these Bidding Terms.
- 5.51 **Qualified Bidder:** Refers to the Prequalified Bidder who submitted Envelopes No. 2 and No. 3, and whose documentation, duly submitted through Envelope No. 2, has met the requirements of the Bidding Terms, and is authorized to open Envelope No. 3.
- 5.52 **Prequalified Bidder:** It is the Bidder whose documentation, duly submitted through Envelope No. 1, has complied with the requirements of the Bidding Terms, being accepted and expressly declared by the Project Director, and is entitled to submit the Envelope No. 2 and Envelope No. 3.
- 5.53 **Stage 1 Project:** It is the concept that includes the design, financing, construction/improvement, operation and maintenance of existing and planned works that allow:
- a) capture raw water from the Rimac River and produce drinking water throughout the year at the Huachipa drinking water treatment plant comprising 2 stages: Huachipa I (existing) and Huachipa II (planned), located in the district of Lurigancho-Chosica; and
 - b) convey, store and deliver drinking water to SEDAPAL through the planned infrastructure in the districts of Ate, Santa Anita, La Molina and Pachacamac (Manchay); as regulated in the Concession Contract.
- 5.54 **Legal Representative:** The individual(s) designated as such by the Bidder, Prequalified Bidder, or Qualified Bidder, with sufficient authority to bind the entity they represent, in accordance with the provisions set forth in the Bidding Terms.
- 5.55 **Virtual Data Room or VDR:** It is the set of reference documents, in digital version, related to the Tender, which will be made available to the Stakeholders and Bidders for the preparation of their Proposals, under the conditions and with the limitations contained in the Bidding Terms.

- 5.56 **Envelopes:** It refers individually or jointly to Envelopes No. 1, No. 2 and No. 3, as the case may be.
- 5.57 **Envelope No. 1:** It is the envelope containing the documents indicated in Section 17, to be submitted by the Bidder.
- 5.58 **Envelope No. 2:** It is the envelope containing the documents indicated in Section 20, to be submitted by the Prequalified Bidder.
- 5.59 **Envelope No.3:** It is the envelope containing the Economic Proposal prepared in accordance with the Competition Factor, to be submitted by the Prequalified Bidder, in accordance with the provisions of Section 21.
- 5.60 **Strategic Partner:** Means the shareholder or capital holder of the Concessionaire who has demonstrated, either directly or through a Related Company belonging to the same Economic Group, as applicable, compliance with the minimum requirements set forth in Annex No. 6 and who holds ownership of the Minimum Participation.
- 5.61 **Operating Partner:** Means the shareholder or capital holder of the Concessionaire who has demonstrated, either directly or through a Related Company, as applicable, compliance with the minimum requirements for the operation of water treatment plants set forth in Annex No. 6.
- 5.62 **Soles or S/:** Means the legal tender of the Republic of Peru

6 Tender Legal Framework

- 6.1 Political Constitution of Peru.
- 6.2 Legislative Decree No. 295, Civil Code.
- 6.3 Law No. 26887, General Corporation Law.
- 6.4 Supreme Decree No. 027-2002-PCM, Merger of several entities related to the promotion of private investment, incorporating them into the Executive Directorate of FOPRI, which will be renamed the Investment Promotion Agency.
- 6.5 Law No. 28660, Law that determines the legal nature of the Private Investment Promotion Agency – PROINVERSIÓN.
- 6.6 Supreme Decree No. 185-2017-EF, Regulation of the Organization and Functions of PROINVERSIÓN.
- 6.7 Legislative Decree No. Legislative Decree No. 1362, which regulates the Promotion of Private

Investment through Public-Private Partnerships and Projects in Assets.

- 6.8 Supreme Decree No. 240-2018-EF, which approves the Regulations of Legislative Decree No. Legislative Decree No. 1362, which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets.
- 6.9 Law No. 31112, Law that establishes prior control of business concentration operations.
- 6.10 Supreme Decree No. 039-2021-PCM, Regulations of Law No. 31112.

7 Powers of PROINVERSIÓN

- 7.1 The Project Director conducts the Tender and is authorized to:
 - a. Exercise all functions and attributions assigned to him by the Applicable Laws and Provisions.
 - b. Resolve any matters not provided for in the Bidding Terms or in the Applicable Laws and Provisions.
- 7.2 The sole submission, through the modality established, of the information provided in the Bidding Terms or requested by PROINVERSIÓN for prequalification purposes, by a Bidder, does not obligate PROINVERSIÓN to declare it a Prequalified Bidder, nor does the submission of a Technical Proposal or Economic Proposal obligate PROINVERSIÓN to accept it.
- 7.3 PROINVERSIÓN's decisions regarding the Tender are final, shall not give rise to any kind of indemnification and are not subject to administrative or judicial challenge, except as expressly established in the Bidding Terms. Consequently, by the sole participation in the Tender, the persons who are included within the scope of the Bidding Terms waive the right to file any appeal against such decisions.

8 Concession Contract Projects

- 8.1 The Concession Contract projects will be published on the PROINVERSIÓN institutional portal and notified by Official Letter to the Stakeholders, Bidders and Prequalified Bidders, as appropriate, who may submit their consultations and/or suggestions within the terms set in the Schedule. The Project Director will evaluate whether or not to include suggestions made by Stakeholders, Bidders or Prequalified Bidders, which are not binding but merely advisory.
- 8.2 The Project Director will publish on the institutional portal of PROINVERSIÓN the suggestions received to the Concession Contract projects.
- 8.3 The final version of the Concession Contract approved by the Committee and ratified by the Executive Director will be published on the PROINVERSIÓN Institutional Portal and notified by Official Letter to the Prequalified Bidders, in accordance with the provisions of the Schedule.

9 Tender Schedule

- 9.1 The dates of the activities in the Schedule are detailed in Annex No. 1.
- 9.2 The Project Director will communicate by Official Letter addressed to the Stakeholders, Bidders, Prequalified Bidders, and Qualified Bidders, as appropriate, any modification to the Schedule.

10 Submission to the Bidding Terms and Interpretation

- 10.1 The sole submission of the documents required in the Bidding Terms implies full knowledge, acceptance, and unconditional submission by the Stakeholder, Bidder, Prequalified Bidder, Qualified Bidder, or Successful Bidder, as applicable, to each of the procedures, obligations, conditions, and rules, without exception, established in the Bidding Terms.
- 10.2 These Bidding Terms have legally binding character for the Stakeholders, Bidders, Prequalified Bidders, Qualified Bidders, or Successful Bidder, as well as the submission of documents required in the Bidding Terms implies their irrevocable and unconditional waiver to raise, before any forum or authority, any action, claim, lawsuit, or request for compensation 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 provided in the Bidding Terms and in the Applicable Laws and Provisions.
- 10.3 The terms and expressions used in these Bidding Terms will be interpreted in their natural and obvious sense, unless another meaning has been specifically assigned to them in this document or its annexes; and, in any case, in accordance with the Applicable Laws and Provisions in Peru. It will be considered, without admitting contrary evidence, that all participants in the Tender are aware of the Applicable Laws and Provisions.
- 10.4 The titles of the Chapters, Sections, Forms, and Annexes of these Bidding Terms are used exclusively for reference purposes and shall not affect the interpretation of their content.

11 Authorized Agents and Legal Representatives

11.1 Authorized Agents

- 11.1.1 The Stakeholders shall designate, by means of a simple letter signed by the Legal Representative, a maximum of two (2) natural persons as their Authorized Agents, who may act individually or jointly, at the discretion of the Stakeholders Together with the letter of designation, the following information must be provided: full name, identity document, common domicile located in the city of Metropolitan Lima or in the Constitutional Province of Callao, telephone number, and email address, through the Affidavit of Notification of Information, in accordance with the format of Form No. 2.
- 11.1.2 The Authorized Agents, in addition to other powers expressly contained in the Bidding Terms,

will have the following powers:

- a. Represent the Stakeholder, Bidder, Prequalified Bidder, Qualified Bidder or Successful Bidder before PROINVERSION, the Executive Director, the Project Director and the advisors, on all matters that do not fall under the exclusive competence of the Legal Representative in accordance with Section 11.2.
- b. Answer, on behalf of the Stakeholder, Bidder, Prequalified Bidder, Qualified Bidder, or Successful Bidder and with binding effect for their principal, to all questions posed by the Project Director or Executive Director.
- c. Receive Official Letters.
- d. Sign the Confidentiality Agreement referred to in Section 5.1
- e. Request information from the Project Director and make use of the Virtual Data Room.

11.1.3 Stakeholders, Bidders, Prequalified Bidders and Qualified Bidders, upon written communication addressed to the Project Director, and meeting the same requirements set forth in Section 11.1.1, may replace any of the Authorized Agents, which shall take effect the Day after the date on which the communication is received by the Project Director.

11.1.4 If such is the case, the communications that PROINVERSIÓN sends to one of the Authorized Agents shall be understood to be known by all those that may have been designated.

11.2 Legal Representatives

11.2.1 The Stakeholders, 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 Section. Together with the designation, the following information must be provided: common domicile (in case of two), the telephone number(s), and email address(es) of the designated representative(s)

11.2.2 The powers granted to each of the Legal Representatives must be broad enough to enable any of them, jointly or individually, to sign, on behalf and in representation of their principal, all documents required under these Bidding Terms, including specifically the authority to initiate the challenge procedures provided for herein, to sign the Proposal, and, if applicable, the Concession Contract and the Service Contract.

11.2.3 Documents submitted in the Envelopes and, in general, all documents submitted by a Bidder, Pre-qualified Bidder and Qualified Bidder in connection with the Tender, shall be signed or endorsed by its Legal Representative, as applicable, who shall be duly entitled to do so, in accordance with the provisions of this Section. In case of use of the Online Reception Desk, the signature or view of the Legal Representative must be digital.

11.2.4 The power by which the Legal Representatives are appointed must contain the corresponding powers of representation, which may be general or special power. It will be submitted in Envelope No. 1.

- 11.2.5 In case of replacement of the Legal Representative, it will become effective from the Day following the date on which PROINVERSIÓN receives the documents that duly prove such appointment.
- 11.2.6 The power granted outside of Peru designating a Legal Representative must alternatively be:
- a) Duly extended or legalized before the competent consulate of Peru, and a simple translation into Spanish must be attached if it was issued in a different language; or,
 - b) Apostilled, in case the Bidder or its members comes from a country that is a signatory to the "Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents", in The Hague, Kingdom of the Netherlands, approved by Legislative Resolution No. 29445 and ratified by Supreme Decree No. 086-2009-RE ("Hague Apostille").
- 11.2.7 Powers of attorney granted in Peru must be formalized by means of a public deed or through a notarized certified copy of the minutes of the relevant corporate body by which such powers are granted.
- 11.2.8 In no case shall it be required that, at the time of its submission, the powers of attorney of the Legal Representative be registered in the Public Registries.
- 11.2.9 In the case of Consortiums, the Legal Representatives must be common to all their members. Their designation must be made through the Legal Representatives of the Consortium members who have the powers to do so. The powers of the legal representatives of the members of the Consortium must be evidenced in accordance with the provisions set forth in Sections 11.2.6, 11.2.7 and 11.2.8, as applicable.

12 Reception Desk

- 12.1 The Stakeholders, Bidders, and Prequalified Bidders, through their Authorized Agents or Legal Representatives, may submit their documents to PROINVERSIÓN through either of its two (2) reception desk modalities: the physical reception desk or the online reception desk, under the conditions detailed below:

Physical Reception Desk:

- 12.2 Unless expressly stated otherwise, the latest time for submitting documents at PROINVERSIÓN's Physical Reception Desk, located at Av. Canaval Moreyra No. 150, San Isidro (Petro Perú Building), shall be from 9:00 a.m. to 5:00 p.m., Lima – Peru time.

Online Reception Desk:

- 12.3 In the case of documents submitted through the Online Reception Desk, the documents must be entered through the computer module designed for this purpose, either by the institutional portal of PROINVERSION (www.investinperu.pe), by the Portal of the Peruvian State

(www.gob.pe/proinversion) or by the direct access (<https://mesadepartesvirtual.proinversion.gob.pe>) where they will also find the user manual.

The registration of documents in the Online Reception Desk shall be governed by the following:

- Documents submitted between 00:00 hours and 23:59 hours of a working day are considered submitted on the same date.
- Documents submitted on a non-working Calendar Day will be considered as submitted on the next business Day.

13 Consultations and Official Letter

13.1 Consultations

13.1.1 On the dates indicated in the Schedule, Stakeholders, Bidders and Prequalified Bidders, through their Authorized Agents or Legal Representatives, may make consultations strictly referring to the Bidding Terms or suggestions to the draft Concession Contract, through written communications in Spanish language through the Reception Desk and addressed to:

Project Director – Headworks and Conveyance Works
Av. Enrique Canaval Moreyra No. 150 Piso 8, San Isidro (15047) Peru
Phone: (511) 200-1200 Extension 1380

All consultations must be forwarded through the channels indicated above by Authorized Agents and/or Legal Representatives of Stakeholders, Bidders, Pre-qualified Bidders and Qualified Bidders.

13.1.2 All consultations regarding the Bidding Terms will be published on PROINVERSIÓN's Institutional Website by means of an Official Letter, without disclosing the name of the party that submitted the consultation.

13.1.3 The Project Director's responses to the consultations regarding the Bidding Terms shall be communicated in writing, by means of an Official Letter, to all Stakeholders, Bidders, and Prequalified Bidders, as applicable, without disclosing the name of the party that submitted the consultation. In addition, the Official Letter should be notified to the emails indicated in Form No. 2. The Project Director is not obliged to respond to consultations about the Bidding Terms that are not related to the Tender.

13.1.4 The Project Director is not required to accept or respond to suggestions from Stakeholders, Bidders and Prequalified Bidders to Concession Contract projects. PROINVERSIÓN will evaluate the convenience of including or not the suggestions made by the Stakeholders, Bidders and Prequalified Bidders.

13.2 Official Letters

- 13.2.1 The Project Director may at any time, if deemed necessary, communicate by means of an Official Letter the following: clarify, specify, modify or supplement the Bidding Terms. For this purpose, the Official Letter will be addressed to Legal Representatives or Authorized Agents. All Official Letters issued will be published on the institutional portal of PROINVERSIÓN.
- 13.2.2 The Official Letters issued by the Project Director will be an integral part of the Bidding Terms, being, consequently, legally binding for all Stakeholders, Bidders, Prequalified Bidders, and Qualified Bidders.
- 13.2.3 After the term for the prequalification of Bidders has expired, the Official Letters will only be notified to the Prequalified Bidders, and after the submission of Envelopes No. 2 and No. 3, only to Qualified Bidders.
- 13.2.4 All communications addressed to the Stakeholder, Bidder, Prequalified Bidder, or Qualified Bidder may be made to any of the Authorized Agents through the following alternatives:
- a. By courier, in which case the communication shall be deemed to have been received on the date of its delivery, it being understood that any communication made at the common address indicated by the Authorized Agents referred to in Form No. 2 shall be deemed to have been properly made and effective.
 - b. By email to the email addresses indicated in Form No. 2. The Stakeholder, Bidder, Prequalified Bidder or Qualified Bidder accepts as well received the communications sent by email, with confirmation of dispatch, and therefore it is understood that, by the mere fact of submitting Form No. 2, it grants express consent to PROINVERSIÓN to send electronic communications from the institutional email account.

The Stakeholder, Bidder, Prequalified Bidder, or Qualified Bidder has the ongoing responsibility to monitor their email account.

In addition to the selected alternative, the Official Letters will be published on the PROINVERSIÓN institutional portal.

The Project Director, by Official Letter, may communicate to the Stakeholder, Bidder, Prequalified Bidder or Qualified Bidder the exclusive use of one of the communication mechanisms or the change of the chosen alternative 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 section 2 of Article 25 of the Single Ordered Text of the General Administrative Procedure Act.

14 Access to Information: Data Room

14.1 Access to the Virtual Data Room

14.1.1 Stakeholders, Bidders, Prequalified Bidders and Qualified Bidders will have, until the date indicated in the Schedule, access to information regarding the Stage 1 Project, which will be available for consultation in the Virtual Data Room of PROINVERSIÓN.

14.1.2 Access to the Virtual Data Room must be coordinated according to the rules established for its operation contained in the Access and Use Manual of the Virtual Data Room, Annex No. 9

14.2 Information Content of the Virtual Data Room

The Virtual Data Room information is as indicated in Appendix 1 to the Annex No. 9. Any additional documents that are incorporated into this document will be communicated through Official Letter.

14.3 Confidentiality Agreement

Authorized Agents or Legal Representatives must sign the Confidentiality Agreement included in Form No. 1 in order to have access to the Virtual Data Room.

15 Interview Requests

Any Stakeholder, through their Authorized Agents or their Legal Representatives, as the case may be, will have the right to request interviews with the Project Director, until the Day before the expiration of the term for the delivery of the Envelope No. 1 and, in the case of Prequalified Bidders, may do so until one Day before the submission of Envelopes No. 2 and No. 3. The Project Director may decide to conduct these interviews virtually, for which purpose he/she will make the corresponding call establishing the virtual platform to be used for this purpose. In the case of a face-to-face interview, a written record will be signed by the participants and the topics discussed. In case of virtual interviews, these will be recorded.

16 Submission of Envelopes

16.1 General Provisions

16.1.1 Unless expressly stated 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 will prevail.

16.1.2 All documentation submitted in the Envelopes must be perfectly legible and clearly numbered in sequential order, with each page initialed by the Legal Representatives. Likewise, an index containing a detailed list of all the documents included in each Envelope must be included, with the exception of Envelope No. 3.

16.1.3 In the event of any discrepancy between a figure expressed in numbers and in letters, the figure expressed in letters will prevail.

16.1.4 The documents in Envelope No. 1 will be submitted in physical form through the Reception

Desk. In the event that there is more than one Legal Representative and it has not been indicated that the representation is joint, it will suffice for the Affidavits and Forms to be signed by one of them.

- 16.1.5 Envelopes No. 2 and No. 3 may only be submitted in person by an Authorized Agent or Legal Representative on the date, at the place, and at the time indicated for this purpose in an Official Letter. Documents corresponding to Envelopes No. 2 and No. 3 that are sent by post, electronically, or by any other means or type of communication will not be accepted or received.
- 16.1.6 Envelopes must be submitted sealed and labeled on the front with the name of the Bidder.
- 16.1.7 Envelope No. 1 must be submitted in one (1) set, original, and will contain the power of attorney of the Legal Representatives in original or certified copy, as established in section 6 of Annex No. 6. On the other hand, Envelope No. 2 must be submitted in three (3) sets, one original and two simple copies.
- 16.1.8 The Stakeholder or Bidder will assume all direct or indirect costs or expenses incurred in connection with the preparation and submission of the Envelopes, as applicable. The State or any of its dependencies, including the Grantor, PROINVERSIÓN, its consultants or advisors, will not be liable, under any circumstances, for such costs or expenses, regardless of the outcome of the Tender, or if it is declared void, suspended, or canceled.
- 16.1.9 In the event that any Prequalified Bidder fails to submit any of the documents required for Envelope No. 2, the Bidder in question will be disqualified from the Tender. In this case, Envelope No. 3 will be returned unopened at the same time.

16.2 Submission of Envelope No. 1

Envelope No. 1 will be submitted in person before the Evaluation Committee for Envelope No. 1 and will take place within the terms indicated in the Schedule.

16.3 Submission of Envelopes No. 2 and No. 3

Envelopes No. 2 and No. 3 will be submitted by the Prequalified Bidders in person, in a public ceremony before the Committee, in the presence of a Notary Public, on the date, at the time, and at the place indicated in the Official Letter. Envelopes No. 2 and No. 3 may only be submitted in person by one of the Authorized Agents or by one of the Legal Representatives.

17 Contents of Envelope No. 1

The Bidder must provide, through the submission of Envelope No. 1, the information detailed below, which will be considered an Affidavit:

17.1 General Information

The Bidder must submit the following general information:

- a. Form No. 3, which will be considered an Affidavit, whereby the bidder declares that the information and statements submitted in Envelope No. 1 are reliable and remain valid.
- b. Simple copy of the payment receipt for the Right of Participation issued in the name of the Stakeholder or one of the members of the Consortium. Alternatively, if applicable, an Affidavit will be submitted explaining how the Right of Participation was acquired, whether through a Related Company to the Stakeholder, or to one of its shareholders or partners, or through a transfer of rights, in which case the communication certifying the transfer in their favor must also be attached. Once this right has been paid, the Stakeholder will submit Form No. 4.
- c. Affidavit, in accordance with Form No. 5, duly signed by the Bidder's Legal Representative, stating that the Bidder's advisors have not breached the provisions of paragraphs 33.1, 33.2, and 33.3 of Article 33 of the Regulations of Legislative Decree No. 1362, approved by Supreme Decree No. 240–2018–EF and its amendments.
- d. In the case of a consortium, the Affidavit in accordance with Form No. 6, containing the commitment to establish a legal entity in Peru for the purposes of signing the Concession Contract. The legal entity to be established may adopt any of the corporate modalities regulated by the General Corporation Law.
- e. Affidavit in accordance with Form No. 7, in which the Bidder, in the event of being the successful bidder and having submitted simple copies of the documentation in Envelope No. 1, undertakes to submit the original documents or certified copies, as applicable, that make up Envelope No. 1, within the period specified by the Project Director.
- f. Power of Attorney by which the Bidder appoints its Legal Representatives, which must contain the corresponding powers of representation and may be a general or special power of attorney.

17.2 Prequalification Requirements of the Bidder

In order to be declared a Prequalified Bidder and continue participating in the Tender, the Bidder must also demonstrate strict compliance with the requirements detailed in Annex No. 6.

18 Simplified Prequalification Procedure (Submission of Envelope No. 1)

- 18.1 It is the mechanism by which Stakeholders who have prequalified in a process carried out by PROINVERSIÓN in the last three (3) years from the date of submission of Envelope No. 1 for said process may request, prior to the submission of their Envelope No. 1, a "Certificate of

Validity of Prequalification Documents”, to prove your credentials in the Tender.

- 18.2 Any Stakeholder wishing to make use of the simplified prequalification procedure must submit a request to the Project Director, indicating the name of the process in which they participated, as well as any documentation they may have submitted for the purposes of prequalification or submission of credentials. The request must be submitted no later than twenty (20) days before the deadline for submission Envelope No. 1, through the online or physical Reception Desk.
- 18.3 The Project Director or the Evaluation Committee for Envelope No. 1 will verify the applicability of the documents to the prequalification process for the Tender.
- 18.4 If the applicability referred to in the preceding paragraph is verified, the Project Director will deliver the Certificate of Validity of Prequalification Documents to the Stakeholder within a term not exceeding ten (10) days after the submission of the application. The Certificate of Validity will be sent physically or virtually to the email addresses provided, as applicable.
- 18.5 For the purposes of complying with the submission of Envelope No. 1, the Stakeholder who have opted for the simplified procedure must submit only 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 remains valid, in accordance with the model contained in the Form No. 25.
 - c. The new or additional documentation required for the purposes of Prequalification indicated in Section 17.

19 Submission and Evaluation of Envelope No. 1 and Prequalification

19.1 Submission

- 19.1.1 Stakeholders may submit their Envelope No. 1, prior an appointment by email with the Project Director, by the date indicated in the Schedule, as specified in Section 12.
- 19.1.2 The Project Director will notify the Bidder by email of the date and time at which the physical opening of Envelope No. 1. Envelope No. 1 will be received by the Evaluation Committee for Envelope No. 1, which will draw up a report recording the receipt of the documents contained in Envelope No. 1 and the number of pages.
- 19.1.3 In the event that any of the documents requested in Envelope No. 1 are missing, it will be considered as not submitted, and the documents in said Envelope will be returned. They may be resubmitted following the same procedure established in Sections 19.1.1 and 19.1.2, with a record being made in the minutes indicated in the preceding Section.

In the event that the documentation in Envelope No. 1 is complete, after confirmation by the

Evaluation Committee, the Bidder must immediately submit it to the physical Reception Desk in order to record the receipt of Envelope No. 1, which will then be evaluated by the Evaluation Committee for Envelope No. 1. 1.

- 19.1.4 After the opening of Envelope No. 1, no information concerning the prequalification process will be provided to the Bidder until the Project Director's decision has been communicated to said Bidder.

19.2 Evaluation

- 19.2.1 In the event that any Correctable Defect or Error is found, the Project Director, either directly or, where appropriate, at the proposal of the Evaluation Committee for Envelope No. 1, will request the Bidder for its correction, in writing, granting the corresponding period according to the Schedule, under penalty of exclusion from prequalification. The Correctable Defect or Error will be made in writing or by digital means and must be submitted by physical Reception Desk, in accordance with the provisions of Section 12.

- 19.2.2 In addition, in order to facilitate the examination, verification, and comparison of data and requirements, the Project Director may, directly or, where appropriate, at the offer of the Evaluation Committee for Envelope No. 1, request any Bidder to clarify the information contained in Envelope No. 1, without this implying any modification of its content, granting them the corresponding term, considering the Schedule, under penalty of being excluded from prequalification. The request for clarification and the corresponding response will be made in writing or by digital means and must be submitted to the physical Reception Desk, as established in the Section 12.

19.3 Prequalification

- 19.3.1 Within the term set out in the Schedule, the Project Director directly or, where appropriate, on a proposal from the Evaluation Committee for Envelope No. 1, will issue its pronouncement, determining to the Prequalified Bidders that they can participate in the next stage of the Tender, which will be communicated to each Bidder in writing.

- 19.3.2 A Consortium may be formed until the date provided for in the Schedule. Likewise, within that term, Prequalified Bidders as a Consortium may make changes to their composition. In any case, they may associate with other Prequalified Bidders or with third parties. The new Consortium, within the term specified in the Schedule, must meet the prequalification requirements by presenting the documents required by the Bidding Terms. Changes must be submitted to the Project Director within the term indicated, who directly or, where appropriate, on a proposal from the Evaluation Committee for Envelope No. 1, shall give its opinion on the appropriateness of the amendment. The result of said evaluation shall be communicated within the term set forth in the Schedule

In the event of a Consortium, if any member of the Prequalified Bidder decides to withdraw from the Consortium, the Prequalified Bidder must prove that the proposed replacement,

whether a third party or a member of the Prequalified Bidder, meets the prequalification requirements of the withdrawn member. In both cases, the Pre-qualified Bidder shall communicate this change to the Project Director for evaluation within the term set out in the Schedule.

In the event that the Prequalified Bidder fails to prove compliance with the prequalification requirements referred to in the preceding paragraph, its prequalification will be void for the Tender, which will be communicated by the Project Director.

- 19.3.3 The decision of the Project Director regarding the prequalification will be final and not subject to challenge.

20 Contents of Envelope No. 2

Envelope No. 2, with the Technical Proposal, must contain the following:

20.1 Affidavit of Effectiveness of Information

An Affidavit, in accordance with the model appearing on Form No. 26, declaring under oath that the information, statements, certification and, in general, all documents submitted by the Prequalified Bidder remain valid as of the date of opening of the Envelope No. 2, and will remain the same until the Closing Date.

20.2 Acceptance of the Bidding Terms and the Final Version of the Concession Contract

The Prequalified Bidder must submit an Affidavit stating that it is aware of and accepts any and all terms, conditions and obligations contained in the Bases and in the final version of the Concession Contract, and undertakes that, in the event of being declared Successful Bidder, the Concession Contract will be signed by the Legal Representative of the Concessionaire, according to the model included as Form No. 27 or Form No. 28 as applicable.

20.3 Guarantee of Validity, Effectiveness, and Seriousness of the Proposal

The Guarantee of Validity, Effectiveness, and Seriousness of the Proposal must be valid for a term of not less than one hundred and twenty (120) Calendar Days from the date of submission of the Envelopes No. 2 and No. 3. The Project Director may order the mandatory extension of the Guarantee of Validity, Effectiveness, and Seriousness of the Proposal, and the Qualified Bidder must renew it for the periods determined for that purpose.

20.4 Technical Proposal

Pre-qualified Bidders shall submit their Technical Proposal as set out in the model indicated in the **¡Error! No se encuentra el origen de la referencia..**

If any of the documents listed above is omitted, the Committee shall consider Envelope No. 2 as not submitted, and the corresponding Bidder shall be automatically disqualified from the Tender. Only the correction of Correctable Defect or Error shall be allowed, as indicated in Section 23.2.

21 Contents of Envelope No. 3

- 21.1 The Economic Proposal will be printed on security paper (send by PROINVERSIÓN to each Prequalified Bidder in due course) and submitted in writing, in accordance with Form No. 30.
- 21.2 The Economic Proposal must be valid for at least one hundred twenty (120) Calendar Days after the submission date of Envelope No. 2 and No. 3. Economic Proposal with a validity shorter than required will not be accepted.
- 21.3 The Project Director may provide for the mandatory extension of the validity of the Economic Proposal for a term of one hundred twenty (120) additional Calendar Days. Once this additional term has elapsed, it shall be the power of the Prequalified Bidder to extend the validity of its Economic Proposal at the request of the Project Director.
- 21.4 The Economic Proposal will be an integral part of the Concession Contract and will be binding.
- 21.5 For this Tender, the submission of Envelope No. 3 contains an irrevocable Economic Proposal, subject to the Prequalified Bidder submitting it to the conditions set forth in the Bidding Terms; as well as to all the terms and conditions of the final version of the Concession Contract.

22 Reception of Envelopes No. 2 and No. 3

- 22.1 Envelopes No. 2 and No. 3 of the Prequalified Bidders shall appear in public before the Committee in the presence of a Notary at the place, day and time provided for in the Schedule. Notwithstanding this, the Committee may grant up to thirty (30) minutes of tolerance for the submission.
- 22.2 Once said term has elapsed, the Committee shall invite the Prequalified Bidders one by one to submit their Envelopes No. 2 and No. 3.
- 22.3 Envelopes No. 2 and No. 3 will be delivered by each Prequalified Bidder to the Notary, who will verify that the Envelopes are
- 22.4 The Notary will then open Envelopes No. 2 from each Prequalified Bidder. Envelope No. 3, unopened, shall remain in the custody of the Notary until the scheduled opening date, as set forth in the Schedule.
- 22.5 Once Envelope No. 2 is opened, the Notary shall initial and stamp all pages of the documents contained therein and shall deliver them to the Evaluation Committee for Envelope No. 2 for subsequent evaluation.
- 22.6 The session shall conclude with the reading of the minutes to be drawn up by the Notary, recording the receipt of Envelopes No. 2 and No. 3, the opening of Envelopes No. 2, and the custody of Envelopes No. 3. The minutes shall be signed by the Notary, the Committee or the Evaluation Committee for Envelope No. 2, and any Prequalified Bidders who wish to do so.

- 22.7 The public session for the receipt of Envelopes No. 2 and No. 3 may be broadcast live through PROINVERSIÓN's official channels.
- 22.8 Capacity limitations for public acts will be communicated in advance, through Official Letter, and will respond to reasons of security and public health, ensuring the publicity of the act through its transmission via digital means, as indicated in the preceding Section.

23 Opening and Evaluation of Envelope No. 2

- 23.1 The documents in Envelope No. 2 shall be reviewed by the Committee or by the Evaluation Committee for Envelope No. 2 in order to verify that the Prequalified Bidder complies with the provisions set forth in Section 20.
- 23.2 If the Evaluation Committee for Envelope No. 2 determines that there is any Correctable Defect or Error, or that any clarification is required regarding any of the documents, the Project Director shall notify the Prequalified Bidder so that it may correct it within the granted term. Such request shall be made in writing or through digital means. The Pre-qualified Bidder must correct the request within the term allowed and submit the response by physical Reception Desk, in accordance with the provisions of Section 12.
- 23.3 Under no circumstances shall the failure to submit any of the documents required to be included in Envelope No. 2 be considered a Correctable Defect or Error. Likewise, any document in Envelope No. 2 that is submitted with conditions shall be deemed invalid.

24 Opening of Envelope No. 3 and Award of the Successful Bid

24.1 Opening of Envelope No. 3

- 24.1.1 In the presence of a Notary, at the place, date and time specified by Official Letter, the Committee will begin the public opening ceremony of Envelope No. 3 and Award of the Successful Bid, communicating to attendees of the event the results of the evaluation of Envelopes No. 2, reading the list of Qualified Bidders.
- 24.1.2 The Notary will proceed to the opening of Envelopes No. 3 (held in custody) after verifying their condition of preservation by the Legal Representatives of the Qualified Bidders who wish to do so.
- 24.1.3 In the case of Prequalified Bidders whose Envelopes No. 2 have not been declared valid, the Committee shall return its Envelopes No. 3, without opening them, and will automatically be considered disqualified from the Tender.
- 24.1.4 The Notary will then proceed to open Envelopes No. 3 of the Qualified Bidders, and the

Committee then read out its contents. The Notary will then review and the Committee will evaluate the contents of each of the Envelopes No. 3 and shall read each Bidder's Economic Proposal, verifying that it complies with the provisions of the Bidding Terms.

24.1.5 If any of the Economic Proposals contained in Envelope No. 3 does not meet the requirements established by the Bidding Terms, such Economic Proposal will not be considered by the Committee as a valid Economic Proposal, this fact being recorded in the relevant minutes, proceeding to automatically disqualify the Qualified Bidder.

24.1.6 The Economic Proposal presented in a conditional form will also be considered invalid. Economic Proposal are considered valid to those declared as such by the Committee.

24.1.7 Subsequently, the Committee will announce those valid Economic Proposals.

24.2 Evaluation of Envelope No. 3

24.2.1 The criterion used to select the Successful Bidder is that set out in Annex No. 7.

24.2.2 The Committee shall evaluate the Economic Proposals of Qualified Bidders according to the following guidelines and criteria:

- a. Priority shall be given to valid Economic Proposals, the first being the winner, which shall be announced immediately by the Committee or its designee.
- b. In the event of a tie for first place, a maximum term of one (1) hour shall be granted for the Qualified Bidders who tied to submit a new Economic Proposal, in accordance with Form No. 30. The new proposal must be better than the one initially submitted; otherwise, it shall be deemed an invalid Economic Proposal and the procedure established in subparagraph (d) below shall apply. In case of another tie, the same procedure will be applied under the same conditions.
- c. If the tie persists, the Successful Bid will be awarded by drawing lots, conducted by the Notary and in the same act, using a ballot box with numbered balls from 1 to 10. The winner of the draw, and who will be awarded the Successful Bid, will be the Qualifying Bidder who withdraws the highest denomination bowling.
- d. In the event that the Qualified Bidders do not submit a new Economic Proposal, or it is not valid, the previously submitted Economic Proposal will be considered valid.

25 Award of the Successful Bid

25.1 The Committee shall award the Successful Bid to the Qualified Bidder that submitted the best Economic Proposal according to the criterion established in Section 24.2.1. Subsequently, a record will be drawn up that will be signed by the Committee, the Notary, the Successful Bidder, and by the other Qualified Bidders who wish to do so.

- 25.2 The public act for the Award of the Successful Bid may be broadcast live through PROINVERSIÓN's institutional channels.
- 25.3 Capacity limitations for public acts will be communicated in advance, through Official Letter, and will respond to reasons of security and public health, ensuring the publicity of the act through its transmission via digital means, as indicated in the preceding Section.

26 Challenge of the Successful Bid

26.1 Procedure

- 26.1.1 Any Qualified Bidder who has submitted a valid Economic Proposal may file a reconsideration appeal before the Committee solely against the results of the Award of the Successful Bid.

Such a challenge must necessarily be recorded as an observation in the opening minutes of Envelope No. 3 and Award of Successful Bid and be duly supported, in writing, within the maximum term of eight (8) Days after the Award of Successful Bid. If no objection was recorded in the minutes of the Bid Submission and Award of the Successful Bid, or if the supporting documentation is not submitted within the established term, the appeal shall be deemed not filed.

The Committee shall rule on the application for reconsideration within a maximum term of ten (10) Days from the day following the submission of the written statement of claim.

- 26.1.2 Against the agreement of the Committee resolving the review, the Qualified Bidder concerned may lodge an appeal with the Committee within three (3) Days of the date of receipt of the above-mentioned agreement. The Committee shall submit the appeal to the PROINVERSION Board of Directors within three (3) Days of receipt.
- 26.1.3 The appeal may also be filed against the fictitious decision to deny the challenge in the event that, after the ten (10) Day term for the Committee to resolve the submitted challenge has expired, it has not issued the corresponding decision. In the latter case, the term for filing the appeal will be computed from the Calendar Day following the expiration of the indicated ten (10) Days term.
- 26.1.4 The appeal filed against the express or fictitious decision of the Committee will be resolved by the Board of Directors of PROINVERSION within thirty (30) Days counted from its filing. The decision in the second and final instance will be final and unappealable.
- 26.1.5 Any expense that may arise from the challenge process of the Award of the Successful Bid will be borne by the challenging Qualified Bidder.

26.2 Challenge Guarantee

26.2.1 No appeal 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 submits to the Project Director, through the Reception Desk, a joint and several, irrevocable, unconditional Letter of Guarantee, without benefit of excussion or division and with automatic enforcement, in accordance with the model provided in the Annex No. 5, in favor of PROINVERSIÓN. The validity of the challenge guarantee referred to in this Section will be from the day the guarantee is presented until sixty (60) days after that date.

26.2.2 This challenge guarantee will be executed by PROINVERSIÓN, in case:

- a) The Committee agrees to declare the application for reconsideration submitted by the Qualified Bidder to be unfounded or inappropriate and that such agreement, whether express or fictitious, is not appealed by the challenger, and the Award of Successful Bid awarded by the Committee is hereby consented to and therefore final; or
- b) The Board of Directors confirms the agreement, express or fictitious, of the Committee; or
- c) The Qualified Bidder withdraws from its reconsideration or appeal.

26.2.3 If the reconsideration or the appeal filed is declared founded, the challenge guarantee will be returned to the challenging Qualified Bidder, not generating interest in its favor.

27 Void Tender

The Committee will declare the Void Tender in any of the following cases:

- a. If at least two (2) Prequalified Bidders have not been declared; or.
- b. If no Prequalified Bidder is present at the event of delivery and receipt of Envelopes No.2 and No.3; or,
- c. If at least one (1) valid Economic Proposal has not been declared.

In the aforementioned cases, PROINVERSION may call for a new tender on a new date.

28 Closing Date

28.1 All costs and expenses, including notarial fees, registration fees, taxes, duties, rates, and levies, among others, arising from the execution of the Concession Contract shall be borne by the Successful Bidder.

The Closing Date shall be held at the place, date and time indicated in the relevant Official Letter, in accordance with the Schedule, before the Committee or its representative(s), in the presence of a Notary, the Successful Bidder must have the following documentation:

- a. Affidavit evidencing that, as of the Closing Date, all information submitted in Envelopes No. 1, No. 2 and No. 3 remains in force and is reliable, according to Form No. 26.

- b. Documentation proving the registration in the corresponding Registry Office of the Bylaws of the legal entity that will sign the Concession Contract, which must have been established in Peru, with the same shareholders, or Members in the case of a Consortium, and respecting the Minimum Participation of the Strategic Partner referred to in the Bidding Terms. The minimum subscribed capital stock, its form of integration and opportunity shall be made in accordance with the terms and conditions specified in the Concession Contract.
- c. In the event that the Successful Bidder is a single legal person; for the purpose of maintaining the plurality of members, it may assign a maximum of one share or shareholding to a third party.
- d. Notarized copy of the entries in the share registration book or equivalent document, showing the composition, as of the Closing Date, of the shareholding or shares of the Concessionaire.
- e. Registration in the corresponding Registry Office of the powers of the Legal Representative of the legal entity that will sign the Concession Contract.
- f. Guarantee of Faithful Fulfillment of the Concession Contract, according to the model considered in the Contract and if applicable taking into account the provisions of the Section 31 of these Bidding Terms. The Committee or its representative shall return to the Successful Bidder the Guarantee of Validity, Effectiveness, and Seriousness of the Proposal submitted during the Tender in Envelope No. 2.
- g. Proof of having made the payments for reimbursement of expenses of the process, in accordance with the provisions of the corresponding Official Letters.
- h. Financial economic model of the Stage 1 Project as set out in the Annex No. 8.
- i. If the granting of the Successful Bid to the Successful Bidder involves a business concentration operation subject to prior control procedures, in accordance with the provisions of subparagraph c) of Article 5 and Articles 6.1 and 6.2 of Law No. 31112, before the Closing Date set in the Schedule, the Successful Bidder must send PROINVERSIÓN a copy of the authorization for the business concentration operation issued by INDECOPi or, failing that, the statement from INDECOPi indicating that it is not subject to it.
- j. Have complied with the physical presentation, within the term established by the Project Director, of the original documents or legalized copies, as appropriate, in the Spanish language or accompanied by the certified or official translation into the Spanish language, corresponding Envelope No. 1.

28.2 If it is determined that there is any falsehood in the information or Affidavits submitted by the Successful Bidder on the Closing Date, or if the Successful Bidder fails to submit any of the

documents required for the Closing Date within the established deadline, the Committee shall revoke the Award of the Successful Bid, and the Guarantee of Validity, Effectiveness, and Seriousness of the Proposal shall be enforced without prior notice.

If INDECOPI does not authorize the business concentration or the existence of competition effects resulting from business concentration operations involved in the process, the Committee has the power to terminate the Award.

- 28.3 In any of these cases, the Committee may accept the proposal of the Qualified Bidder that submitted the second-best Economic Proposal, in accordance with the order of precedence. To that end, the Committee shall notify said Qualified Bidder 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 Proposal and its Economic Proposal for the term it communicates; otherwise, the Committee shall enforce said guarantee and proceed to cancel the Tender.

Such Qualified Bidder may be declared a new Successful Bidder for a maximum term of two hundred forty (240) Calendar Days from the date of submission of Envelopes No. 2 and No. 3. After the aforementioned term has elapsed, the Qualified Bidder may only be declared the new Successful Bidder if it expresses its decision to maintain its Economic Proposal and renews its Guarantee of Validity, Effectiveness, and Seriousness of the Proposal for the term indicated. The option chosen by the Committee will be communicated to the Qualified Bidders via Official Letter.

- 28.4 As from the day following the Closing Date, the Guarantee of Validity, Effectiveness, and Seriousness of the Proposal shall be returned to the Bidders ranked second and below.

If the Closing Date is extended, the Guarantee of Validity, Effectiveness, and Seriousness of the Proposal shall be returned to the Bidders ranked third and below. The Proposal and the Guarantee of Validity, Duration, and Seriousness of the Proposal of the Successful Bidder and the Bidder ranked second shall remain in effect in accordance with Section 20.3.

29 Tender suspension and cancellation

- 29.1 The Committee may suspend or cancel the Tender at any time without incurring any liability or obligation to pay any compensation. This decision is not subject to appeal.

30 Early termination of the Concession Contract arising from this Tender

- 30.1 In the event of early termination of the Concession Contract, during the first year beginning on or before the Closing Date, whichever occurs first, the Grantor may award the Successful Bid of the Stage 1 Project to that Bidder that obtained the second best valid Economic Proposal.
- 30.2 For this purpose, the Grantor shall send a communication to the relevant Qualified Bidder so

that within thirty (30) Working Days of receipt of the communication, it may express its agreement or rejection. If it expresses its agreement, it must attach the Guarantee of Validity, Effectiveness, and Seriousness of the Proposal of Annex No. 4, which shall remain in effect until the new Closing Date.

31 Mitigation mechanisms for Unrealistically Low Bids

- 31.1 The increase in the amount of the Guarantee of Faithful Fulfillment of contract constitutes a deterrent mechanism against the submission of Unrealistically Low Bids. For this purpose, a mechanism has been designed to address those Proposals that they classify as reckless to ensure compliance with the Contract in case such proposal is the winner.

The evaluation of the Proposals to determine whether they are considered reckless shall be conducted as follows:

$$PR_i \geq [*]\%$$

Where the percentage reduction (PRi) of the Qualified Bidder's Economic Proposal variables is greater than or equal to [*] percent (*%) of the maximum benchmark

- 31.2 For the purposes of Section 31.1, the bid for each of the economic proposal concepts (PR_i) of Qualified Bidder i shall be calculated according to the following formula:

$$PR_i = PR_{PPDIi} + PR_{PPDOMFi}$$

Where:

PR_i	Total Discount Offered by Prequalified Bidder 'i'	
PR_{PPDIi}	Discount Offered by Prequalified Bidder "i" for the PPDI, which shall be calculated as follows:	
	$PR_{PPDIi} = \left(1 - \frac{PPDI_{aofi}}{PPDI_{max}} \right) * [*] \%$	
	$PPDI_{aofi}$	It is the PPDI offered by Qualified Bidder "i".
	$PPDI_{max}$	It is the maximum PPDI established in the Bidding Terms of the Tender.
$PR_{PPDOMFi}$	Discount Offered by Prequalified Bidder "i" for the PPDOMF, which shall be calculated as follows:	
	$PR_{PPDOMFi} = \left(1 - \frac{PPDOMF_{ofi}}{PPDOMF_{max}} \right) * [*] \%$	
	$PPDOMF_{aofi}$	It is the PPDOMF offered by Qualified Bidder "i".

	$PPDOMF_{max}$	It is the maximum PPDOMF established in the Bidding Terms of the Tender.
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Figures shall be expressed as a percentage of four decimal places.

- 31.3 Since the Economic Proposal submitted by the Successful Bidder qualifies as an Unrealistically Low Bid pursuant to Section 31.3, the amounts of the Guarantee of Faithful Fulfillment set forth in the Contract, from the Closing Date until the issuance of the Work Completion Certificate for the last Component of Group 1, shall be increased by applying the percentage PR_i calculated pursuant to Section 31.2

Annex No. 1 Schedule

ACTIVITY	DATE
1. BIDDING TERMS	
1.1. Submission of consultations or suggestions to the Bidding Terms.	Up to 35 Days after the Tender Call is published
1.2. Publication of responses to consultations on the Bidding Terms, and delivery of Consolidated Bidding Terms (if applicable)	15 Days after the deadline for consultations or suggestions to the Bidding Terms
2. CONTRACT	
2.1. Suggestions for the First Version of the Contract	Up to 20 Days after the Tender Call is published
2.2. Publication of Second Version of the Contract	15 Days after the deadline for suggestions to the First Version of the Contract
2.3. Suggestions for the Second Version of the Contract	15 Days after the deadline for suggestions to the First Version of the Contract
2.4. Publication of the Draft of the Final Version of the Contract	10 Days after the deadline for suggestions to the Second Version of the Contract
2.5. Publication of the Final Version of the Contract prior to the opinion of the Comptroller General of the Republic	Within 5 Days after MEF's favorable opinion of the Final Version of the Contract is issued
2.6 Publication of the Final Version of the Contract ratified by the appropriate body of PROINVERSION	Within 5 Days after the CGR's prior opinion to the Final Version of Contract
3. PREQUALIFICATION OF BIDDERS	
3.1. Payment of the Right of Participation	From the first day of publication of the Bidding Terms until 80 days after the Bidding Terms are published.
3.2. Submission of applications for prequalification of Bidders (Envelope No. 1)	From the first day of publication of the Bidding Terms until 80 days after the Bidding Terms are published.
3.3. Publication of Prequalified Bidders	90 Days after the Bidding Terms are published.
3.4. Submission of proposals for the formation or modification of Consortiums	Up to 10 days after the publication of pre-qualified bidders
3.5. Publication of reshaping of Pre-qualified Bidders (if applicable)	Within 10 Days after the deadline for the submission of proposals for the formation or modification of Consortiums
4. BID SUBMISSION AND SUCESFUL BID	
4.1. Submission of Envelopes No. 2 and No. 3, and Opening of Envelope No. 2	30 Days after publication of the Final Version of the Contract ratified by PROINVERSIÓN (Activity 2.6).
4.2. Opening of Envelope No. 3 and award of the Successful Bid	Five (5) Days after the submission of Envelope No. 2 and No.
5. CLOSING DATE	Within One Hundred Five (105) Calendar Days from the Award of the Successful Bid

Annex No. 2 List of natural or legal persons from the private sector who have provided or are providing consulting or advisory services to PROINVERSIÓN, in the process of promoting private investment in the Project Stage 1

No.	Name	Nature	Origin
1	Corporación Financiera Internacional	Multilateral Agency	Multilateral
2	Hernández & Cía Abogados S.C.R.L.	Law firm	Peru
3	Lombardi S.A.	Engineering company	Suiza
4	JGP Consultoría e Participaciones Ltda.	Consulting company	Brazil
5	CDM Smith	Engineering company	England
6	Llorente y Cuenca	Consulting company	Spain
7	Allen & Overy	Law firm	United States
8	David Shiguiyama Kobashigawa	Natural Person	Peru

Annex No. 3 Authorized Financial Entities to Issue the Guarantees established in the Bidding Terms

I. AUTHORIZED LOCAL BANKING INSTITUTIONS

BANKING INSTITUTIONS

National banks authorized to issue letters of guarantee shall be those holding the minimum rating of A for financial strength (or for the institution or entity).

These ratings must be valid at the time of submitting the Letters of Guarantee and must be issued by at least two (2) risk rating agencies that are recognized and accredited in Peru.

INSURANCE COMPANIES

National insurance companies authorized to issue letters of guarantee shall be those that are authorized by the Superintendency of Banking, Insurance and Private Pension Fund Administrators, and that at the date of issuance of the letters of guarantee have a minimum rating of A, for financial strength (or for the institution or entity).

These classifications must be granted by at least two (2) recognized and accredited risk classifiers in Peru.

II. LIST OF AUTHORIZED INTERNATIONAL FINANCIAL ENTITIES

FIRST CATEGORY FOREIGN BANKS

First category foreign banks included in the list approved by the Central Reserve Bank through Official Letter No. 0002-2025-BCRP, or the standard amending or replacing it. Likewise, branches and/or subsidiaries of the aforementioned foreign banks will be taken into account.

INTERNATIONAL FINANCIAL ENTITIES

- Any investment-grade international financial institution assessed by an internationally recognized entity authorized for international classification.
- Any multilateral lending institution of which the Republic of Peru is a member.

It should be noted that stand-by letters of credit from First Category Foreign Banks and International Financial Institutions must be confirmed by one of the Banking Companies listed in this Annex.

Annex No. 4 Model of the Guarantee of Validity, Effectiveness, and Seriousness of the Proposal
(To be submitted as part of Envelope No. 2)

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution"

Letter of Guarantee No.

Expiration date:

To whom it may concern:

We hereby, at the request of our clients, Messrs., constitute this joint and several, irrevocable, unconditional and automatically enforceable guarantee, without the benefit of excussion or division, up to the amount of _____ and 00/100 United States Dollars (US\$ _____), in favor of PROINVERSIÓN, to guarantee the Validity, Effectiveness and Seriousness of the submitted Proposal by our client or the Consortium _____ comprised of _____, in accordance with the terms and conditions established in the Bidding Terms of Reference of the Comprehensive Project Tender for the concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution."

We also state that this warranty will be effective in the event that our client is declared the Successful Bidder by PROINVERSIÓN and does not comply with its obligations under the Bidding Terms, the Contract and the applicable legal provisions until the Closing Date or in the case that it has submitted false information or data at any stage of the Selection Process.

To honor this Guarantee in your favor, it will suffice a notarial request made by the Executive Director of PROINVERSIÓN, or by whoever takes their place, at our offices located at: [*]

and any delay on our part to honor it will give rise to the payment of interest in favor of you that will be calculated on the legal interest rate effective in foreign currency one year published by the Superintendency of Banking and Insurance and Private Pension Fund Administrators on the date the request for payment was received, plus a margin (spread) of 3%.

The Legal Interest Rate will be that published by the Superintendency of Banking, Insurance and Private Pension Fund Administrators that corresponds to the day of the issuance of this guarantee, and interest must accrue from the date on which the honor of this bond is required and until the effective date of payment.

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

The term of this guarantee will be from the date of filing of Envelope No. 2 and No. 3 by our customer until _____ 202____.

The terms used in this guarantee have the same meaning as the terms defined in the Bidding Terms of the Tender.

Sincerely,

Signature

Name

Entity issuing the guarantee.....

Annex No. 5 Model Letter of Guarantee for Challenging the Successful Bid

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution"

Letter of Guarantee No.

Expiration date:

To whom it may concern:

At the request of our clients, we hereby constitute a joint, irrevocable, unconditional and automatic guarantee, without the benefit of excuse, or division, up to the sum of [*] in favor of PROINVERSIÓN to guarantee to our sureties the payment of that sum in any of the cases indicated in this letter of guarantee.

This guarantee shall be effective if, regardless of:

- The corresponding agreement (express or fictitious) declares unfounded or inadmissible the reconsideration appeal submitted by our client and, against said agreement, the respective appeal is not presented within the term established in Section 26.1, remaining consented; or
- The Board of Directors of PROINVERSIÓN confirms the agreement (express or fictitious) of the Committee that declared unfounded or inadmissible the challenge submitted by our client; or
- Our client withdraws the reconsideration or appeal.

It is expressly understood by us that this guarantee 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 guarantee in your favor, a simple request made through a notary of the Executive Director of PROINVERSIÓN, or of whoever serves in our offices located in [*] will suffice.

We commit to pay you the total amount of the guarantee within a maximum term of twenty-four (24) hours, counted from the date of receipt of the corresponding notarial letter of request.

Any delay on our part in honoring you will give rise to the payment of interest in favor of you which will be calculated on the one-year effective legal interest rate in foreign currency published by the

Superintendency of Banking and Insurance and Private Pension Fund Administrators on the date the payment request was received, plus a margin (spread) of 3%.

Interest shall accrue at a daily effective rate for each day of delay, starting from the date on which the honor of this guarantee is demanded and until the effective date of payment.

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

This Guarantee will be valid from , 20...., to , 20....,

Sincerely,

Signature

Name

Entity issuing the guarantee.....

Annex No. 6 Prequalification Requirements

A Bidder shall obtain Prequalified Bidder status provided that it meets the requirements set forth in this Annex.

1. General Principles

1.1 A Pre-qualified Bidder shall have the following members:

- Strategic Partner, who must meet the financial requirements indicated in section 2 of this Annex and at least prove one of the technical experiences indicated in sections 3.1, 3.2, 3.3.1 and 3.3.2 of this Annex.
- Operating Partner, who shall comply with the experience in operation and maintenance of drinking water treatment plants indicated in section 3.1 of this Annex.

1.1.1 The Strategic Partner must have a minimum participation of twenty-five percent (25%) in the Bidder.

1.1.2 The Operating Partner must have a minimum participation of ten percent (10%) stake in the Bidder. The Operating Partner may also be the Strategic Partner provided that it meets the relevant requirements.

In case the Prequalified Bidder is a legal person, it must meet the requirements for the Strategic Partner and Operating Partner.

1.2 In addition, the Bidder shall have the following contracting companies, which may be members of the Bidder either directly or through their related companies, or contracted by the Bidder:

- a. Construction of drinking water treatment plants, who shall comply with the experience referred to in section 0 of this Annex.
- b. Constructor of water conveyance pipelines, who must meet the experience requirements set forth in section 3.3.2 of this Annex.
- c. Water system operator, who shall comply with the experience referred to in section 3.2 of this Annex. This requirement must necessarily be met by the Operating Partner, either directly or through its related companies.

1.3 The requirements set out in this Annex shall be met as indicated on a case-by-case basis. In the case of a Consortium, the same member may prove more than one of the requirements set out in this Annex.

1.4 Compliance with the requirements may be carried out directly by Bidder or one of its members in the case of a Consortium or by any Related Company to that member or by contractor companies, in accordance with the provisions of this Annex.

1.5 For the purposes of the pre-qualification process, the mention of Strategic Partner and Operating Partner shall be understood as the company that is being submitted by the Bidder to prove compliance with the requirements required for each case.

- 1.6 Bidders, their members in the case of a Consortium or the companies contracted by them in accordance with this Annex may not participate directly or indirectly in more than one Bidder. This requirement includes their respective Related Companies.

2. Financial Requirements:

- 2.1 The Bidder shall credit through its Strategic Partner and/or other partners jointly in the last annual period concluded on the date of the call for the Tender a minimum net worth of one hundred forty million Dollars (US\$140,000,000).
- 2.2 The crediting of this requirement will be carried out through the sum of the assets of the members of the Consortium. The Strategic Partner shall provide at least fifty percent (50%) of the financial requirement specified in section 2.1 of this Annex.
- 2.3 Compliance with this requirement shall be evidenced by the Form No. 8 and submission of a simple copy of the audited financial statements for the last two (2) completed annual periods or similar documents of the Bidder and its members, in the case of the Consortium or the respective Related Company(s) of the Bidder or member, if any, attesting to the equity in the disclosure.

Understand it as a document similar to the Income Tax Affidavit submitted to the National Superintendent of Customs and Tax Administration (SUNAT). In case the Bidder, the member of the Consortium or its Related Company conducts its operations abroad, documents similar to those indicated above will be required to be issued in the countries of origin.

3. Technical Requirements:

3.1 Experience in Operation and Maintenance of Drinking Water Treatment Plants

- 3.1.1 The Operating Partner shall demonstrate that it has directly carried out or had at least twenty-five percent (25%) shareholding in one or more operating Consortiums and/or one or more operating companies, which have directly carried out the operation and maintenance of two (2) or more Drinking Water Treatment Plants with the following characteristics:
- a) Aggregate treatment capacity not less than six cubic metres per second (6 m³/s) of which one must be at least three cubic metres per second (3 m³/s).
 - b) All plants must have at least the processes of coagulation, flocculation, decantation, filtration, disinfection and sludge management.
 - c) At least one of the plants must include a riparian mouthfeel and a system of desanders.
 - d) At least one of the plants must include treated water reservoirs with a total volume of one hundred thousand (100,000) cubic meters or more.
 - e) Accredited Operation and Maintenance at plants must have been performed for a period of at least two (2) consecutive years after January 1, 2005.
- 3.1.2 Compliance with these requirements will be certified by Form No. 9 and copies of the documents attesting to the required experience (contracts, certificates or records, among others) will be validated.

3.2 Experience in the Operation and Maintenance of Primary Drinking Water Conveyance/Distribution Systems

3.2.1 The Bidder, either directly, through one of its members, or through one of its contractor companies, must demonstrate that it has carried out the operation and maintenance of primary drinking water¹ conveyance/distribution systems (the “Water Systems Operator”) with the following characteristics:

- a) Two (2) or more drinking water supply systems whose primary lines (trunk and interconnections) are at least forty (40) km long, one of which shall be not less than twenty (20) km long. At least one of the supply systems shall have an initial diameter of sixteen hundred (1,600) mm or more and a cumulative length of not less than ten (10) km.
 - b) At least one of the systems must include (1) a reservoir of drinking water with a minimum volume of eleven thousand (11,000) cubic meters.
 - c) Operation and maintenance of systems should have been performed for a period of at least two (2) consecutive years after January 1, 2005.
- 3.2.2. Only experiences in which the contracting company had a stake of at least twenty-five percent (25%) in the entity that accredits the operation and maintenance of water systems shall be considered.
- 3.2.3. Compliance with these requirements will be certified by Form No. 10 and copies of the documents attesting to the required experience (contracts, certificates or records, among others) will be validated.
- 3.2.4. The commitment of the Water Systems Operator shall be demonstrated by the submission of Form No. 11 indicating the exclusivity of that contractor. The letter of intent shall indicate the commitment to sign the respective operation contract within the term set out in the Concession Contract and for the minimum periods of stay of the Water System Operator indicated in the Concession Contract. Such letter of intent must have a minimum validity of twelve (12) months from the date of Bid Submission (in the event of a postponement of any of the dates of the Tender at the request of the Project Director, the Prequalified Bidders, Qualified Bidders, or the Successful Bidder, as applicable, must renew their Affidavit accordingly for Form No. 11 an additional term of twelve (12) months).

3.3 Construction Experience

The Bidder, either directly, through one of its members, or through one of its contracting companies, must demonstrate that it has firm commitments from one or more construction builders (the “Builders”) with experience in construction contracts in accordance with

3.3.1 **Construction experience in drinking water treatment plants** with the following characteristics:

- a) Two (2) or more plants with an aggregate capacity of at least four cubic meters per second (4 m³/s); of which at least one must be at least two cubic meters per second (2 m³/s).
- b) One (1) closed reservoir, with one or more bodies, storing a total volume of treated water or drinking water of at least one hundred twenty-eight

¹ Water distribution system: System involving the operation and maintenance of primary conveyance, storage, and distribution of water.

thousand cubic meters (128,000 m³).

- c) Construction should be completed by January 1, 2005.
- d) Each plant shall have at least two (2) years in operation.

3.3.2 Construction experience in drinking water supply systems with the following characteristics:

- a) Two (2) or more drinking water systems whose primary lines (trunk and interconnections) are at least 80 km in length;
- b) At least one of the supply systems shall be not less than 40 km long.
- c) At least one of the supply systems shall have an initial diameter equal to or greater than 1600 mm (1600 mm) and a cumulative length of not less than 20 km (20 km).
- d) At least one of the supply systems must have a tunnel of not less than 3 300 meters (3,300 m) in length.
- e) Construction should be completed by January 1, 2005.
- f) Each system shall have at least two (2) years in operation.

3.4 For the purposes of accreditation, only those experiences in which the person seeking to prove the experience maintained a stake of at least twenty-five percent (25%) in the company or consortium constituted to execute the respective work shall be considered

3.5 Experiences will be confirmed by the submission of Form No. 12, Form No. 13; and will be validated by attaching copies of the documents proving their participation and being in the operational phase (contracts, certificates or records, among others). These documents should describe the main characteristics of the works.

3.6 The commitment of the Builders shall be proved by the submission of the Form No. 14, a form for each type of builder must be submitted. In addition, a letter of intent must be submitted exclusively from those contractors. The letter of intent shall indicate the commitment to sign the respective construction contract with the Concessionaire within the time limits set forth in the Concession Contract and for the minimum periods of stay of the Builder indicated in the Concession Contract. Such letter of intent shall be valid for at least twelve (12) months from the date of Bid Submission. In the event of a postponement of the date of Bid submission, Prequalified Bidders shall renew their Affidavit in accordance with the Form No. 14 for an additional twelve (12) months prior to Bid submission.

The Form No. 14 must be signed by the legal representative of the Builders who has sufficient powers. Such powers shall be established in accordance with Sections 11.2.6, 11.2.7 and 11.2.8, as applicable.

4. Legal Requirements:

4.1 The Bidder or each of the members in the case of a Consortium, as applicable, as well as the Related Companies whose figures or experiences are invoked to prequalify, shall meet the following requirements:

- a. A simple copy of the Bidder's current Bylaws or equivalent instrument issued by the competent authority in its country of origin, or in the case of a Consortium, of each of its members.

- b. Affidavit, certifying the existence and validity of the legal entity, according to Form No. 15.
- c. In the case of Consortium, the Bidder must submit an Affidavit confirming its existence, validity and solidarity of its members with the obligations assumed in the Tender, according to Form No. 16.
- d. Affidavit, signed by the Legal Representative of the Bidder, indicating the percentage of participation corresponding to each of its shareholders or partners, according to Form No. 17. In the case of Consortiums, this information will also be required regarding each of its members, according to Form No. 18.
- e. A notarized copy of the minutes evidencing the power of the Legal Representative, or the original or notarized copy of the public deed of attorney. In the case of a Consortium, the bidder must submit a notarized copy of the minutes evidencing the powers of the Legal Representatives of the Consortium and of each of its members, or the original or notarized copy of the public deed granting such powers.

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

- f. Affidavit not to be disqualified from contracting with the Peruvian State, pursuant to Form No. 19.
- g. Affidavit expressing that the Bidder waives the right to invoke or exercise any diplomatic or other privilege or immunity or claim through diplomatic channels and any claim that may be invoked 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 its obligations arising from the Bidding Terms, the Financial Proposal and/or the Technical Proposal.

Such affidavit shall be submitted according to Form No. 20 or Form No. 21 in accordance with the following:

- i) Form No. 20 by that Bidder that does not have its shares listed on stock exchanges. In the case of a Consortium, it will be submitted only by those members of the Consortium who do not have their shares listed on stock exchanges.
- ii) Form No. 21 by that Bidder that has its shares listed on stock exchanges. In the case of a Consortium, it will be submitted only by those members of the Consortium who have their shares listed on stock exchanges.

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

- h. Affidavit by which the Bidder declares not to own direct or indirect participation in any other Bidder, as Form No. 22 or Form No. 23, according to the following:
 - i) Form No. 22, to be submitted by that Bidder that does not have its shares listed on stock exchanges. In the case of a Consortium, it will be submitted

only by those members of the Consortium who do not have their shares listed on stock exchanges.

- ii) Form No. 23, to be submitted by that Bidder that has its shares listed on stock exchanges. In the case of a Consortium, it will be submitted only by those members of the Consortium who have their shares listed on stock exchanges.

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

- i. Affidavit in accordance with Form No. 24, which establishes 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 natural person holding any public office related to the successful bid of the Tender.

Annex No. 7 Competition Factor

Bidders shall submit an Economic Proposal consisting of the following elements:

- (a) Value of the Annual Offered PPDI in Soles, and
- (b) Value of the Annual Offered Fixed PPDOM in Soles.

The values of each of the variables to be evaluated must be submitted by the Prequalified Bidders according to the Model Economic Proposal Form No. 30

The Economic Proposals submitted by each of the Qualifying Bidders shall be evaluated as follows:

1. Each of the variables submitted in the Economic Proposals will be taken, which will be assigned a score according to the following:

a. Weighting Factors

The maximum scores that each of the variables can receive are as follows:

Variable	Weight
Annual PPDI	[A]
Annual Fixed PPDOM	[B]
Total	1000

b. Assignment of scores

The assignment of scores shall be as follows:

Annual PPDI

$$P_{PPDIi} = A * \frac{PPDI_{aofi}}{PPDI_{max}}$$

Where,

P_{PPDI}	Score assigned to PPDI proposal submitted by Qualified Bidder "i"
$PPDI_{aof}$	It is the PPDI offered by Qualified Bidder "i".
$PPDI_{max}$	It is the maximum referential PPDI established in the Bidding Terms of the Tender.

Annual Fixed PPDOM

$$P_{PPDOMFi} = B * \frac{PPDOMF_{aofi}}{PPDOMF_{max}}$$

Where,

P_{PPDI}	Score assigned to PPDOMF proposal submitted by Qualified Bidder "i"
$PPDOM_{aof}$	It is the PPDOMF offered by Qualified Bidder "i".
$PPDOM_{max}$	It is the maximum referential PPDOMF established in the Bidding Terms of the Tender.

The value offered by the Qualifying Bidder may not be less than [*] percent of the maximum benchmark PPDOMF established in the Bidding Terms of the Tender. If so, this proposal will be disqualified.

2. The total score assigned to the Economic Proposal will be as follows:

$$PT_i = P_{PPDIi} + P_{PPDOMFi}$$

Where,

PT_i	Total score assigned to proposal Qualified bidder "i"
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3. Once the total score has been calculated for each of the Economic Proposals received, the comparison of scores will be made and the one that obtains a lower rating will be the Qualified Bidder to which the Successful Bid will be awarded, following the procedure defined in Section 25.

Annex No. 8 Information relating to the Financial Economic Model

(Reference: subparagraph (h) of Section 28 of the Bidding Terms)

The financial economic model of the Successful Bidder must be submitted in a detailed spreadsheet with formulas, in accordance with Article 35 of the Regulations approved by Supreme Decree No. 240-2018-EF, including:

1. Manual of use.
2. Explanatory report on the economic and financial viability of the Stage 1 Project
3. Submission of information relating to interference and acquisition, relocation or resettlement costs is excluded when these are not borne by the Concessionaire.
4. Information contained in the financial economic model (spreadsheet and user manual), but not limited to:
 - 4.1. Construction of the Stage 1 Project Cash Flow
 - a. Estimated investment costs and expenses by differentiating overhead and utility costs of the builder, as well as the margin of variability associated with the degree of development of the engineering design and other expenses associated with the investment.
 - b. Estimated operating and maintenance costs and expenses, differentiating fixed and variable.
 - c. Estimated revenue from the Stage 1 Project and its projections.
 - d. Financial assumptions and financing structure.
 - 4.2. Construction of the Financial Statements, including the projected Income Statement, Cash Flow Statement and Statement of Financial Position for the term of the Stage 1 Project.
 - 4.3. Sensitivity analysis

Pursuant to Article 58.4 of Legislative Decree No. 1362, the proposals and the financial and economic model are binding upon the Successful Bidder, who is fully responsible for their entire content.

1. OBJECTIVE OF THE REGULATION

Establish the procedures and conditions for accessing and using the information of the Virtual Data Room (VDR), within the framework of the Stage 1 Project.

2. LOCATION

The VDR is the virtual space where information related to the Stage 1 Project is located, and which can be accessed from the Institutional Portal of PROINVERSIÓN.

3. CONDITIONS FOR ACCESS AND USE OF INFORMATION

Stakeholders, Bidders, and Prequalified Bidders may use the VDR, provided that they have previously fulfilled the following conditions:

- Subscribe to the declaration of knowledge that the information you will receive through the VDR is referential and non-binding.
- Register following the instructions contained in the Institutional Portal.

The initial content of the VDR, as well as any additional document that is 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 established in Section 3.10.

Appendix 1 Contents of the Data Room

1. [*]
2. [*]

Form No. 1 Confidentiality Agreement

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution"

..... (Name of the Bidder) duly represented by
..... (Title of the undersigned), Mr.
..... (name of the undersigned), identified with
....., No., with address at
....., hereby express our
interest in accessing the Virtual Data Room made available by PROINVERSIÓN, in accordance with the
Bidding Terms of the Comprehensive Projects Tender for the granting in Concession of the Project
"Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and
Primary Distribution."

In this regard, we commit to maintaining confidentiality regarding all information obtained in the
Virtual Data Room (VDR), not to disclose any material or information to third parties without the prior
written authorization of the Project Director, not to use the information for any purpose unrelated to
the Comprehensive Project Tender process, and not to use the information in any way that could
generate conflicts with the interests of the State, its officials or agencies, and PROINVERSIÓN.

The materials obtained from the Virtual Data Room (VDR) will only be made available to our personnel,
executives, and consultants, for reasons related to the Comprehensive Project Tender process. Such
personnel will be aware of this agreement and will also be obliged to maintain confidentiality
regarding 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 Director.

No license or right has been or will be granted to our advisors regarding the provision of any
information included in this agreement.

We accept that neither the State, its officials or agencies, nor PROINVERSIÓN, nor the Committee, nor
its advisors or members, are declaring or guaranteeing, expressly or implicitly, the accuracy, reliability,
or completeness of the information made available to us and that none of these parties or the
respective directors, officials, employees, or representatives will 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
related to the information made available to us and acknowledge that we will not rely on or be induced

by such information when deciding our intention regarding the Tender process.

We accept that any information provided, material, discussion, negotiation, or other related matters do not constitute a proposal by the Project Director, and that they will not serve as a basis or be taken into account in connection with any agreement, except when expressly agreed in writing with the Project Director.

At the request of the Project Director, we agree to immediately return all copies of all documents that were made available to us, or to our representatives or advisors.

We also accept that the Project Director is not committed or obliged to provide access to additional information or to update the information and materials available or to correct any inaccuracies that may appear.

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

The rights and obligations established in this document will be governed and interpreted in accordance with the provisions of Peruvian laws, and the parties agree to irrevocably submit to the jurisdiction and competence of the judges and courts of Lima, Peru.

As a sign of acceptance and conformity with all the terms and conditions of this confidentiality agreement, we sign and deliver a copy to the Project Director, on 202.....

Signature

Name

(Legal Representative of the Bidder)

Bidder

Form No. 2 Reporting of information

AFFIDAVIT:

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Stakeholder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution"

By means of this document, we declare under oath the following:

That, in accordance with the provisions of Section 20.4 of Article 20 of the Single Ordered Text of Law No. 27444, General Administrative Procedure Act, adopted by Supreme Decree No. 004-2019-JUS, we expressly accept that all notifications or communications (including Official Letters) made within the framework of the private investment promotion process that regulates these Bidding Terms, shall be notified through the following email addresses:

No.	Email	Account holder	Relationship of the holder with the Stakeholder (*)
1			
2			

(*) State whether you are an Authorized Agent or Legal Representative.

That we commit ourselves, during the process of promoting private investment of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution", to keep the two email accounts active and confirm receipt of the emails referred to the Tender, otherwise the non-existence of liability by PROINVERSIÓN will be understood.

We also declare the following as our common address:

.....
.....

Name, Representative, and Signature of the Legal Representative of the Stakeholder

Name
Legal Representative of the Stakeholder

Signature
Legal Representative of the Stakeholder

Form No. 3 Information validity
(To be submitted as part of Envelope No. 1)

AFFIDAVIT:

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution"

We hereby declare under oath that the information, statements, certification and, in general, all documents submitted in Envelope No. 1 are reliable and remain in force to date.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

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)

Form No. 4 Link with the person who paid the Right of Participation
(To be submitted as part of Envelope No. 1)

AFFIDAVIT:

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution"

By means of this document, we 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 said right – Stakeholder), who is _____ (as applicable, indicate: 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 the one who transferred their Right of Participation through assignment of rights).

Company
Stakeholder

Name
Legal Representative of the Stakeholder

Signature
Legal Representative of the Stakeholder

In the event of a transfer of right, the transferor shall also sign this declaration:

Entity
Assignor:

Name
Legal Representative of the Assignor

Signature
Legal Representative of the Assignor

(*) Note: in case the legal entity that acquired the Right to Participate is the same one that submits Envelope No. 1, it shall not be required to submit this Form.

Form No. 5 Declaration of no incompatibility
(To be submitted as part of Envelope No. 1)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution"

Hereby we declare under oath that our advisors have not provided any type of services directly in favor of PROINVERSION during the development of this private investment promotion process, whether full-time, part-time, or occasional, in relation to the aforementioned private investment promotion process.

We also declare under oath that the natural or legal persons who have prepared the studies that PROINVERSIÓN has required for the evaluation of the project mentioned in Annex No. 2 have not provided us directly or indirectly with consulting services related to the Stage 1 Project.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Form No. 6 Commitment to Incorporate
(To be submitted as part of Envelope No. 1)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution "

By means of this document, we declare under oath the following:

(In case of Consortium):

That,..... (name of each member of the Consortium), have formed an association through a Consortium for the purpose of participating in this Comprehensive Project Tender.

That, (those mentioned in the previous Section), we have signed a Commitment of Intent to incorporate a legal entity domiciled in the Republic of Peru, with a capital stock in accordance with the provisions established in the Concession Contract.

(In case of individual company):

That,(indicate name or company name of the Bidder) we undertake to establish 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 established will enter into the Concession Contract.

That if we were to become Successful Bidders, we commit to deliver the corresponding Testimony of the Public Deed of establishment of the Concessionaire with the corresponding proof of its registration in the relevant Registry Office, on the Date of Subscription of the Concession Contract indicated in the Schedule of the Comprehensive Project Tender.

In this regard, we acknowledge and accept that failure to comply with this commitment may be taken into account in order to annul the Award of the Successful Bid granted in our favor.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Signatures of the members in case of being 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)

Form No. 7 Commitment to submit documents that make up Envelope No. 1
(To be submitted as part of Envelope No. 1)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1 Treatment and Primary Distribution"

We hereby declare under oath that the information presented in Envelope No. 1 of the reference tender is truthful, reliable, and corresponds to the original documents or legalized copies that we keep in our possession and assume administrative and criminal responsibility in case of detecting the falsity or inaccuracy of the documents submitted.

Furthermore, in the event we are awarded the aforementioned tender, we shall submit, in physical form and within the term established by the Project Director, the original documents or certified copies, as applicable, in Spanish or accompanied by a certified or official translation into Spanish, corresponding to Envelope No. 1.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Form No. 8 Template for Submission of Financial Requirements Information
(Reference: Section 2.1 of Annex No. 6 of the Bidding Terms)

AFFIDAVIT OF FINANCIAL REQUIREMENTS FOR PREQUALIFICATION

Lima,, 202...

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the Concession of the Project “Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution”

In accordance with the provisions of Section 2.3 of Annex No. 6 of the Bidding Terms of the Tender referred to above, we hereby submit the Bidder's financial information on an individual or consolidated basis [select the appropriate option].

A.1 Net worth of the Bidder on an [individual/consolidated] basis (see Notes 1, 2, and 3)

NET WORTH US\$ []

A.2 Net Worth of the Bidder in the case of a Consortium (See Note 2)

Partner	Percentage of Participation in the Bidder	Net Worth	Note 1 (mark with “X”)
[Partner 1]			
[Partner 2]			
[Partner 3]			
Net Worth:		US\$ []	

B. Where applicable, conversion of figures expressed in currencies other than the United States dollar (see Note 3)

Partner	Net Worth (Original Currency)	Exchange Rate	NET WORTH (US\$)
[Partner 1]			
[Partner 2]			
[Partner 3]			

C. Explanation of the relationship between the Bidder, member of the Bidder, Related

Company, or Related Company of any of the members of the Bidder

Related Company	Relationship with the Bidder or member of the Bidder

Note 1: Mark "X" if the partner certifies net worth through a Related Company. The amount entered must be the same as the total shown in Table B.

Note 2: In the case of assets registered in a currency different from US\$; Table B will be used for its respective conversion.

Note 3: The exchange rate to be used will be that corresponding to the accounting exchange rate published by the Superintendency of Banking, Insurance and Private Pension Fund Administrators at the closing date of the respective financial statements.

Sincerely,

Signature

Name
Legal Representative of the Bidder

Entity
Bidder

Form No. 9 Template for Submission of Technical Requirements of the Treatment Plant Operator

(Reference: Section 1 of Annex No. 6 of the Bidding Terms)

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

In accordance with the provisions of Section 3.1 of Annex No. 6 of the Bidding Terms of the aforementioned Tender, we hereby declare under oath that [the Bidder/one of the members of the Consortium that will act as Operating Partner] has experience acquired after January 1, 2005, in the operation of drinking water treatment plants, as indicated below:

- A. Name of the Bidder or Member of the Consortium certifying technical requirements:
- B. In the case of a Related Company, describe the relationship and attach the documents that support said relationship:
- C. Summary Table of experience in the Operation and Maintenance of Drinking Water Treatment Plants submitted to demonstrate compliance with technical requirements:

Name of the concessionaire company and treatment plant	Treatment capacity (m3/s)	Treatment Plant Processes	Volume of treated water reservoirs (m3)	Riverbank intake and de-sanding system (Yes/No)	Operation term (years)

- D. Information about the submitted experiences

D.1 Experience 1: [-]

1. Name of the concessionaire company where the experience is demonstrated:	
---	--

2. Location (country; state, region or equivalent):	
3. Shareholding of the creditor in the concessionaire company:	[Indicate the date (month/year) and percentage of shareholding of the creditor in the respective concessionaire at the following times: - On the date of incorporation of the special purpose entity: - Within two (2) years of the start of operations: - End of participation (if applicable):]
4. Brief description (including technology or treatment processes: coagulation, flocculation, settling, filtration, disinfection, and sludge management):	
5. Riverbank intake and de-sanding system [(description)]:	
6. Treatment capacity (m3/s):	
7. Capacity of treated water reservoirs (m3):	
8. Document submitted as accreditation:	[Indicate contracts, certificates or records, among others and submit them as annexes to this Form]

D.1 Experience 2: [-]

[...]

[NOTE: Include a table for each project submitted]

Signature

Name
Legal Representative of the Bidder

Entity
Bidder

Form No. 10 Template for Submission of Technical Requirements of the Operator of Primary Drinking Water Conveyance/Distribution Systems
(Reference: Section 2 of Annex No. 6 of the Bidding Terms)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

In accordance with the provisions of the 3.2 of Annex No. 6 of the Bidding Terms of the Tender of the reference, we hereby declare under oath that [name of the operating company] that will act as Operator Water Systems has experience acquired after 1 January 2005 in the operation of drinking water treatment plants, as follows:

- A. Name of the company proving the technical requirements:
- B. In the case of a Related Company, describe the relationship and attach the documents that support said relationship:
- C. Summary Table of Experience in the Operation and Maintenance of Primary Drinking Water Conveyance/Distribution Systems Submitted to Demonstrate Compliance with Technical Requirements

Name of concessionaire company and supply system	Length of primary lines (trunk and interconnections) (Km)	Volume of drinking water reservoirs (m3)	Operation period (*) (years)
Total			

(*) This term must be at least two (2) consecutive years after January 1, 2005 and the Operating Partner must have held at least twenty-five percent (25%) shareholding, as set forth in Annex No. 6, section 3.2.1.

D. Information about the submitted experiences

D.1 Experience 1: [·]

1. Name of the concessionaire company where the experience is demonstrated:	
2. Location (country; state, region or equivalent):	
3. Linkage description (operating partner, contracted operator):	[Indicate date (month/year) and percentage shareholding of the creditor in the respective concessionaire company or validity of operation contract at the following times:] - On the date of incorporation of the special purpose entity: - Two (2) years after the start of operation: End of participation (if applicable):
4. Brief description of the primary drinking water supply system:	
5. Length of primary lines (trunk and interconnections) (in km) and initial diameter (in mm)	
6. Drinking water compensation reservoir capacity (m3)	
7. Document submitted as accreditation:	[Indicate contracts, certificates or records, among others and submit them as annexes to this Form]

D.1 Experience 2: [·]

[...]

[NOTE: Include a table for each project submitted]

Signature

Name
Legal Representative of the Bidder

Entity
Bidder

Form No. 11 Operator Procurement Commitment Water Systems
(Reference: Section 3.2 of the Bidding Terms)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

By means of this document, we declare under oath that we have signed a commitment to exclusively hire (operating company that demonstrated experience in the operation and maintenance of primary Drinking Water Conveyance/Distribution Systems, hereinafter the Water Systems Operator), by means of which, in the event that we are awarded the Successful Bid in accordance with the terms established in the Bidding Terms, we undertake to enter into, through the Concessionaire, at the time established in the Contract, an operation and maintenance Contract, in accordance with the provisions set forth in the Concession Contract.

This commitment to contract the Water System Operator is valid for at least twelve (12) months from the date of Bid Submission.

Likewise, in relation to the construction contract, the Concessionaire and the Water System Operator declare under oath that it shall contain at least the following provisions:

1. Organization and Powers of Attorney

That, the Water System Operator is a company 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 operation and maintenance contract to fulfill the obligations set forth therein.

2. Capacity

That, the Water System Operator is properly trained and competent to carry out its business, day-to-day operations, and those other operations contemplated by the operation contract.

3. Authorization

That, the Water System Operator has sufficient capacity and representation to enter into and perform the operation contract. The conclusion and performance of the operating contract has been duly authorized in accordance with its internal regulations or corporate rules by any

necessary corporate action. None of the acts required for this purpose have been modified or cancelled, and such acts have full force.

4. Non-existence of conflicts

That the Water System Operator’s signing, delivery and performance of the operating contract and the performance of the acts contemplated thereby do not violate any provision of the Applicable Laws and Provisions, nor any corporate agreement, fiduciary agreement or contravene any provision of the Water System Operator’s bylaws.

5. Subscription and validity

That, as stated in the Concession Contract, the operation and maintenance contract shall be signed between the Concessionaire and the Water System Operator within a maximum term of thirty (30) business days from the Closing Date, and shall remain in effect from its submission until five (5) years from the completion of the Group 1 Works.

6. Joint and several liability

That, the Water System Operator will assume joint and several responsibilities with the Grantee for the operation and maintenance of the works.

In this regard, we wish to know and accept the consequences of non-compliance with this commitment and/or the lack of veracity of the above-mentioned statements.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

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)

Water Systems Operator

Name
Water System Operator Legal Representative

Signature
Water System Operator Legal Representative

Form No. 12 Template for Submission of Experience in the Construction of Drinking Water Treatment Plants

(Reference: Section 4.1.1 of Annex No. 6 of the Bidding Terms)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution "

In accordance with Section 0 of Annex No. 6 of the Bidding Terms of the Tender reference, we hereby declare under oath that the contractor acting as Builder of the Huachipa II Plant has experience acquired after January 1, 2005 as follows:

- A. Name of treatment plant builder:
- B. If a Related Company, describe the link and attach the supporting documents:
- C. Summary table of construction experience of drinking water treatment plants submitted to prove compliance with requirements:

Customer name	Name of treatment plant and location	Treatment capacity (m3/s)	Capacity (m3/s) or Storage Volume (m3)	Operation term (years)

- D. Information about the submitted experiences

D.1 Experience 1: [·]

1. Customer name, holder of drinking water treatment plant:	
2. Name and location (country; state, region or equivalent):	

3. Participation within the construction consortium (%):	
4. Capacity of treatment plant (m3/s):	
5. Built reservoirs (m3):	
6. Period of construction:	[Indicate start and end date (month/year)]
7. Operational term (from the start of operation to [the date of call for tender]):	
8. Documents supporting accreditation:	[Indicate contracts, certificates or records, among others and submit them as annexes to this Form]

D.1 Experience 2: [·]

[...]

[NOTE: Include a table for each project submitted]

Signature

Name

Legal Representative of the Bidder

Entity

Bidder

Form No. 13 Template for Submission of Experience in the Construction of Drinking Water Supply Systems

(Reference: Section 4.1.2 of Annex No. 6 of the Bidding Terms)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

In accordance with Section 3.3.2 of Annex No. 6 of the Bidding Terms of the Tender reference, we hereby declare under oath that the contractor acting as South Branch Builder has experience acquired after January 1, 2005 as follows:

- A. Name of the builder of drinking water supply systems:
- B. If a Related Company, describe the link and attach the supporting documents:
- C. Summary table of experience in the construction of drinking water supply systems submitted to prove compliance with requirements:

Customer name	Location of the supply system	Length (Km)	Initial Diameter (mm)	Tunnel (if any) (Km and diameter)	Operation term (years)

- D. Information about the submitted experiences

D.1 Experience 1: [·]

1. Name of customer, holder of drinking water supply system:	
2. Location (country; state, region or equivalent):	

3. Participation within the construction consortium (%):	
4. Length (Km):	
5. Initial diameter (mm):	
6. Tunnel length (if any) (m) and diameter (mm)	
7. Period of construction:	[Indicate start and end date (month/year)]
8. Operational term (from the start of operation to [the date of the call for tender]):	
9. Documents supporting accreditation:	[Indicate contracts, certificates or records, among others and submit them as annexes to this Form]

D.1 Experience 2: [·]

[...]

[NOTE: Include a table for each project submitted]

Signature

Name
Legal Representative of the Bidder

Entity
Bidder

Form No. 14 Constructor ' s commitment to contract [drinking water treatment plants/drinking water supply systems]

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

***Bidder:***

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

We hereby declare under oath that we have signed a commitment to hire (the construction company that accredited experience in the construction [of drinking water treatment plants / of drinking water supply systems], hereinafter referred to as the Constructor [of drinking water treatment plants / of drinking water supply systems]), whereby, in the event we are awarded the Contract in accordance with the provisions set forth in the Bidding Terms, we undertake to enter into a construction contract—through the Concessionaire—at the time established in the Concession Contract, pursuant to which the Constructor [of drinking water treatment plants / of drinking water supply systems] shall be jointly liable with the Concessionaire for the construction of the works, as established in the Concession Contract.

This commitment is valid for at least twelve (12) months from the date of Bid Submission.

Likewise, in relation to the construction contract, the Concessionaire and the Builder [of drinking water treatment plants/drinking water supply systems] declare under oath that the same shall contain at least the following provisions:

1. Organization and Powers of Attorney

That, the Builder [of drinking water treatment plants/drinking water supply systems] is a duly incorporated, validly existing company or business entity duly registered, in accordance with the laws of its jurisdiction of incorporation or organization, to enter into the construction contract and to perform the obligations set forth therein.

2. Capacity

That, the Builder [of drinking water treatment plants/drinking water supply systems] is properly trained and competent to carry out its business, day-to-day operations, and those other operations contemplated by the construction contract.

3. Authorization

That, the Builder [of drinking water treatment plants/drinking water supply systems] has sufficient capacity and representation to enter into and perform the construction contract. The conclusion and performance of the construction contract has been duly authorized in accordance with its internal regulations or corporate rules through any necessary social action. None of the acts required for this purpose have been modified or cancelled, and such acts have full force.

4. Non-existence of conflicts

That, the signing, delivery and performance of the construction contract by the Builder [of drinking water treatment plants/drinking water supply systems] and the performance of the acts contemplated therein, do not violate any provision of the Applicable Laws and Provisions, as well as any corporate agreement, fiduciary agreement or contravene any provision of the bylaws of the Builder [of drinking water treatment plants/drinking water supply systems].

5. Subscription and validity

That, as stated in the Concession Contract, the construction contract shall be signed between the Concessionaire and the Builder [of drinking water treatment plants/drinking water supply systems] within a maximum period of thirty (30) working days from the Closing Date, and shall remain in effect from its submission until twenty-four (24) months after the issue of the Work Completion Certificate of the respective Component of Group 1.

6. Joint and several liability

That, the Builder [of drinking water treatment plants/drinking water supply systems] is jointly and severally liable with the Concessionaire for the construction of the works in accordance with the provisions of the Concession Contract.

In this regard, we wish to know and accept the consequences of non-compliance with this commitment and/or the lack of veracity of the above-mentioned statements.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

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)

Constructor [of drinking water treatment plants/drinking water supply systems]
.....

Name
Legal Representative of the Builder [of drinking water treatment plants/drinking
water supply systems]

Signature
Legal Representative of the Builder [of drinking water treatment plants/drinking
water supply systems]

Form No. 15 Existence and validity for incorporated legal persons

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

—

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

By means of this, we declare under oath that (Name of the Bidder) is a legal entity duly established under the laws of and that it remains valid in accordance with the applicable legal principles of the country of origin.

Name

Legal Representative of the Bidder

Signature

Legal Representative of the Bidder

Form No. 16 Existence and validity for Consortiums

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

We hereby declare under oath the following:

That (Name of each of the members of the Consortium) have partnered through a Consortium to participate in the Integral Project Competition of the project “Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution.”

That..... (Name of each member of the Consortium) are companies established in accordance with the legislation of, respectively, and maintain their existence.

That (name of each member of the Consortium) are jointly and severally liable to the Republic of Peru, PROINVERSIÓN for all and each of the obligations assumed and affidavits submitted by the Bidder in relation to the Comprehensive Project Tender of the Stage 1 Project.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

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)

Form No. 17 Percentage of participation in the Bidder for legal entities

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

Hereby we declare under oath that the percentage of participation of 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.	
...	
...	
TOTAL	

Name

Legal Representative of the Bidder

Signature

Legal Representative of the Bidder

Form No. 18 Percentage of participation in the Consortium Bidder

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

Hereby we 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.	
...	
TOTAL	

Shareholders or partners	Participation percentage in Member 1 (only those with more than 5%)
1.	
2.	
...	
TOTAL	

Shareholders or partners	Participation percentage in Member 2 (only those with more than 5%)
1.	
2.	
...	
TOTAL	

Shareholders or partners	Participation percentage in Member 3 (only those with more than 5%)
1.	
2.	
...	
TOTAL	

(*) This table should be submitted for each member of the Consortium.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

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)

**Form No. 19 Declaration of not being disqualified from being a bidder and therefore from
contracting with the Peruvian State**

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

By means of this document, we declare under oath that [..... (Name of Bidder)],
[..... (The members of the Consortium)], we are not within the scope of Article 29 of
Legislative Decree No. 1362, or standard amending or replacing it.

Name

Legal Representative of the Bidder

Signature

Legal Representative of the Bidder

Name

Legal Representative of [Consortium Member]

Signature

Legal Representative of [Consortium Member]

Name

Legal Representative of [Consortium Member]

Signature

Legal Representative of [Consortium Member]

Name

Legal Representative of [Consortium Member]

Signature

Legal Representative of [Consortium Member]

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

By means of this document, we 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 applicable, waive the following:

1. To invoke or exercise any diplomatic privilege or immunity or of any other kind.
2. To submit any claim through diplomatic channels and to any right of set-off or otherwise in connection with 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 Proposal, the Technical Proposal and the Concession Contract.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Form No. 21 Waiver of privileges and claims (applicable to companies listed on stock exchanges)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution "

By means of this document, we declare under oath that (Name of the Bidder), as well as its shareholders, partners or members, waive the following:

1. To invoke or exercise any diplomatic privilege or immunity or of any other kind.
2. To submit any claim through diplomatic channels and to any right of set-off or otherwise in connection with 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 Proposal, the Technical Proposal and the Concession Contract.

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

- a) qualify as Institutional Investors; or
- b) hold an interest in the Bidder representing five percent (5%) or less of the Bidder's capital stock;

and, in either of the aforementioned cases (a) and (b), they do not exercise Control over the Bidder or any of its members, in the case of a Consortium.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Form No. 22 Independence among bidders (applicable to companies not listed on stock exchanges)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

By means of this document, we declare under oath that (Name of the Bidder), its shareholders, partners or members, partners or shareholders of the latter, or the contracted companies whose figures or experiences are used for the fulfillment of the Prequalification Requirements established in Annex No. 6, do not own direct or indirect participation in any other Bidder. This requirement includes their respective Related Companies.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

We hereby declare under oath that (name of the Bidder), its shareholders, partners or members, partners or shareholders of the latter, or the contracted companies whose figures or experiences are used for the fulfillment of the Prequalification Requirements set forth in Annex No. 6, do not own direct or indirect participation in any other Bidder where they exercise Control of the Bidder or any of its members in the event of a Consortium.

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

- a) qualify as Institutional Investors; or
- b) hold an interest in the Bidder representing five percent (5%) or less of the Bidder's capital stock;

and, in any of the above-mentioned cases (a) and (b), do not exercise Control of the Bidder, or any of its members in the event of a Consortium.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Form No. 24 Declaration of failure to pay or offer illegal payment or commission

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

By means of this document, we declare under oath that [..... (Name of Bidder)], [..... [The members of the Consortium], nor we, nor our shareholders, partners, or Affiliated 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, nor will attempt to pay or offer in the future, any illegal payment or commission to any authority, institution, or natural person holding a public office related to the award of the Successful Bid of the Tender.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Name
Legal Representative of [Consortium Member]

Signature
Legal Representative of [Consortium Member]

Name
Legal Representative of [Consortium Member]

Signature
Legal Representative of [Consortium Member]

**Form No. 25 Form - Validity of the Documentation Referenced in the "Certificate of Validity of
Pre-Qualification Documents"**
(Reference: Simplified procedure)

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

We hereby declare under oath that the documentation submitted in the Tender [.....] (*to name the process in which you timely submitted prequalifying documentation or submitted credentials*) for the purposes of obtaining our prequalification or in respect of which we submitted our credentials, as a bidder, or as a member of a Consortium, as of the date of signing hereof remains in effect, and there has been no variation in such documentation.

The documentation we refer to is as follows:

- 1.
- 2.
- 3.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Form No. 26 Reliable and current reporting commitment
(To be submitted with Envelope No. 2)

AFFIDAVIT

Lima,, 20....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Prequalified Bidder:

By means of this document, we declare under oath the following:

That, as of the date of the opening of Envelope No. 2, all information, statements, certifications, and, in general, all documents submitted by the Prequalified Bidder remain valid; and,

That, as of the Date of Subscription of the Concession Contract, all information, statements, certification and, in general, all documents submitted in Envelopes No. 1, No. 2 and No. 3 in the Tender are reliable and remain in effect until the Closing Date.

Name

Name of the Legal Representative of the Bidder

Signature

Signature of the Legal Representative of the Bidder

**Form No. 27 Acceptance of the Bidding Terms and of the Final Version of the Contract –
Applicable to Bidders and to Consortium Members Whose Shares Are Not Listed on Stock
Exchanges**

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

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

If the Bidder is a legal entity, the declaration must begin with the following text:

By means of this document, _____ (name of the Bidder), as well as its shareholders (or partners, as the case may be), declare under oath the following:

If the Bidder presents in Consortium, the declaration must begin with the following text:

By means of this document, _____ (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 mentioned members, declare under oath the following:

1. That we comply with all provisions related to the Tender and Award of the Successful Bid; provisions established in Legislative Decree No. 1362, Legislative Decree regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240–2018–EF, and any amendments or standards replacing them; the Bidding Terms and their Official Letters.
2. That we have examined and express our agreement with the Bidding Terms and the Final Version of the Concession Contract, expressly accepting each and every one of their respective terms, conditions and obligations, as well as the obligations imposed on them by Legislative Decree No. 1362, Legislative Decree regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240-2018-EF, and its amendments or standards replacing them, and other regulations applicable to the Concession Contract, having no objection or objection to make. Consequently, we release PROINVERSIÓN, its officials, its advisors, and its consultants from all liability for any errors or omissions that the aforementioned background and documents may have.

3. That, in the event we are awarded the Successful Bid, we undertake to ensure that the Concession Contract will be signed by the Concessionaire, in accordance with the provisions of Section 1 28 of the Bidding Terms.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

**Form No. 28 Acceptance of the Bidding Terms and the Final Version of the Contract – Applicable
to Bidders and members of Consortia whose shares are listed on stock exchanges
(To be submitted as part of Envelope No. 2)**

AFFIDAVIT

Lima,, 202....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

(In case the Bidder is the legal entity that has its shares listed on stock exchanges, the declaration should be initiated with the following text)

We, _____ (Name of the Bidder), hereby declare that

(In case one of the members of the Consortium is the legal entity that has its shares listed on stock exchanges, the declaration with the following text should be initiated)

By means of this document, _____ (Name of the Bidder) and its members: _____ and _____ (Names of each of the members of the Consortium), declare under oath the following:

1. That we comply with all provisions related to the Tender and Award of the Successful Bid; provisions established in Legislative Decree No. 1362, Legislative Decree regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240-2018-EF-, and its amendments or standards replacing them; the Bidding Terms and their Official Letters.
2. That we have examined and express our agreement with the Bidding Terms and the Final Version of the Concession Contract, expressly accepting each and every one of their respective terms, conditions and obligations, as well as the obligations imposed on them by Legislative Decree No. 1362, Legislative Decree regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240-2018-EF-, and its amendments or standards that replace them, the Bidding Terms and other regulations applicable to the Concession Contract, having no objection or objection to formulate. Consequently, we release PROINVERSIÓN, its officials, its advisors, and its consultants from all liability for any errors or omissions that the aforementioned background and documents may have.

3. That, in the event we are awarded the Successful Bid, we undertake to ensure that the Concession Contract will be signed by the Concessionaire, in accordance with the provisions of Section 1 28 of the Bidding Terms.

Name
Legal Representative of the Bidder

Signature
Legal Representative of the Bidder

Form No. 29 Technical Proposal:

Lima,, 20....

Messieurs

Private Investment Promotion Agency – PROINVERSIÓN

-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

I. By means of this document, we declare under oath the following:

FIRST

That in our capacity as Bidder, we have carried out the review of the information available in the Virtual Data Room and have carried out the corresponding recognition of the Concession Assets, among them, of the Huachipa Intake and Huachipa I Plant, as well as the conditions and characteristics under which the treatment of drinking water with such infrastructures is currently being provided through SEDAPAL.

SECOND

In the event we are awarded the Successful Bid of the Tender, we commit to preparing the Technical File, as well as the Environmental Management Instrument, and to executing the New Works, complying at a minimum with the Minimum Technical Requirements set forth in the Concession Contract and considering best engineering and construction practices

THIRD

In the event we are awarded the Successful Bid of the Tender, we guarantee the compatibility of the Technical File design and the execution of the New Works for:

- Comply fully with the Service Levels required by the Concession Contract and its Annexes throughout the term of the concession,
- Minimize risks that may affect people, workers and concession assets.

The terms used in this statement have the same meaning as the terms defined in the Bidding Terms.

Place and date:20...

Name:
Legal Representative of the Bidder

Signature:
Legal Representative of the Bidder

Note for Consortiums:

In case of a Consortium, this format must be signed by the Legal Representative of the Consortium or, failing that, by the Legal Representatives of each of the members of the Consortium.

Form No. 30 Economic Proposal Model

Lima,, 20....

Messieurs
PROINVERSIÓN
-

Bidder:

Ref.: Comprehensive Project Tender for the delivery in concession of the project "Headworks and Conveyance Works for the Drinking Water Supply to Lima – Stage 1: Treatment and Primary Distribution"

Our Economic Proposal is as follows:

1. The offered annual PPDI or $PPDI_{aof}$ is:

[indicate value in letters] Soles (S/. [value in numbers])

2. The annual Fixed PPDOM offered or $PPDOMF_{aof}$ is:

[indicate value in letters] Soles (S/. [value in numbers])

The amounts are indicated in nominal Suns without decimal places. We confirm that the terms used herein have their definitions in the Concession Contract.

This Economic Proposal is valid for **[one hundred twenty (120) Calendar Days]** after the date of filing of Envelope No. 2 and No. 3, which shall be extended in accordance with the provisions of the Bidding Terms.

Name:
Legal Representative of the Bidder

Signature:
Legal Representative of the Bidder

Note for Consortiums:

In case of a Consortium, this format must be signed by the Legal Representative of the Consortium or, failing that, by the Legal Representatives of each of the members of the Consortium.

