

**Republic of Peru**



## **Bidding Terms**

**Comprehensive Project Bidding  
for the concession delivery of the projects**

**"500 kV Huánuco – Tocache – Celendín – Trujillo Link,  
Extensions and Associated Substations" and "500 kV  
Celendín – Piura Link, Extensions and Associated  
Substations"**

**July 01, 2022**

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



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## BIDDING TERMS

### 1. PURPOSE

The State of the Republic of Peru, through the Private Investment Promotion Agency - PROINVERSIÓN, has called for a Comprehensive Project Bidding for the concession of the projects "500 kV Huanuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations" (hereinafter, Projects), and whose purpose is the selection of a national or foreign legal entity or Consortium, which will be constituted as the Concessionaire that will sign the Concession Contracts and will be in charge of the design, financing, construction, operation and maintenance of the Projects for a period of thirty (30) years from the Commercial Operation.

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

- To achieve a transparent, simple, objective and equal procedure.
- To achieve the concurrence of the greatest number of Bidders with experience in the obligations to be required.
- To define the basic rules on which the Bidder may formulate its Offers.
- To choose the most favorable offer for the State.

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

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

### 2. GENERAL

- 2.1. The Bidding Terms and the documents that comprise them shall be governed and interpreted in accordance with the Applicable Laws and Provisions.
- 2.2. Legal entities, national or foreign, or Consortiums may participate in the Bidding.
- 2.3. A legal entity, individually or through a Consortium, may not participate in more than one Bidding.
- 2.4. May not be Bidders, directly or indirectly, those who fall within the scope of article 29 of Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, referred to:
  - i. Those that fall within the scope of article 1366 of the Civil Code,
  - ii. Persons (individuals or legal entities) with impediments in accordance with the provisions of Law No. 30225, State Procurement Law, or regulation that replaces it,
  - iii. Persons (individuals or legal entities) with impediments established by regulations with character of law,

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- iv. Persons (individuals or legal entities) who, having been investors in Public Private Partnership contracts, have ceased to be so due to non-compliance with the contract. This impediment is valid for two (2) years and extends to strategic partners, such as the Qualified Operator and/or those who have exercised Effective Control at the time of termination and/or expiration of the respective contract.
- 2.5. Interested Parties and Bidders shall base their decision to participate in the Bidding on their own investigations, studies, examinations, inspections, economic calculations, financial calculations, visits, interviews, analyses and conclusions on the information available and that which they have particularly sought, at their own full risk as part of their own due diligence.  

Likewise, they shall bear all costs or expenses, direct or indirect, incurred in connection with the preparation and submission of their request for Qualification and envelopes No. 1 y 2. The Peruvian State or any agency, body or official thereof, the Ministry of Energy and Mines, PROINVERSIÓN, the Committee, the Commission, the Committee's advisors, shall not be liable in any case for such costs or expenses, regardless of the way the Bidding is carried out or its result.
- 2.6. The State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors are not responsible for, do not guarantee, either expressly or implicitly, the completeness, integrity, reliability or veracity of the information. Consequently, none of the persons participating in the Bidding may attribute any liability to any of the aforementioned parties or their representatives, agents or dependents for the use that may be made of such information or for any inaccuracy, insufficiency, defect, failure to update or for any other cause not expressly contemplated in this subsection.
- 2.7. The aforementioned limitation of liability reaches, in the broadest possible manner, to:
  - i. All information relating to the Bidding that was actually known;
  - ii. Information not known and information that at some time should have been known, including possible errors or omissions contained therein by the Peruvian State or any agency, body or official thereof, or by the Ministry of Energy and Mines, PROINVERSIÓN, its consultants and/or advisors, the Committee, the Committee's advisors and the Commission;
  - iii. Any information, whether or not supplied or prepared, directly or indirectly, by any of the aforementioned parties;
  - iv. All the information available in PROINVERSIÓN's website ([www.investinperu.pe](http://www.investinperu.pe)), as well as provided through Official Letters or any other form of communication, which is acquired during the visits to the facilities related to the Bidding and those mentioned in these Bidding Terms, including all its forms and annexes.
- 2.8. The Interested Party, who decides not to participate in the Bidding, may transfer or assign its Right of Participation. For such purpose, the new Interested Party shall submit in the Qualification envelope, a communication evidencing the transfer in its favor, in accordance with Form 11.
- 2.9. PROINVERSIÓN reserves the right to verify the veracity of the documentation submitted by the Interested Party or Bidder, during the different stages of the Bidding and even after its conclusion, without this implying in any way a limitation of the responsibility of the Interested Party or Bidder for the possible insufficiency or lack of veracity of the data or information submitted.
- 2.10. The lack of truthfulness of the data or information submitted by the Interested Party, Bidder or Successful Bidder in this Bidding, shall cause PROINVERSIÓN to disqualify it or revoke the



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Awarding of the Successful Bid, in any of its stages, without prejudice to the civil and criminal liability that may be applicable.

- 2.11. The Committee, for reasons of public interest, may cancel the Bidding and/or reject all the proposals submitted, up to the subscription of the Contracts, without recourse to any liability or obligation to pay or indemnify. This decision cannot be challenged.
- 2.12. Pursuant to the provisions of Article 33, subsection 33.3 of the Regulations of Legislative Decree No. 1362, the following individuals and legal entities provide consulting or advisory services to PROINVERSION in this private investment promotion process: Santiváñez Abogados Sociedad Civil de Responsabilidad Limitada, Consorcio Latin Pacific Capital S.A. - COSANAC S.A.C., and Consorcio J F Consult S.A.C. - Javier Chávez Córdova.

### **3. DEFINITIONS**

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

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

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

In these Bidding Terms, the terms shall have the meanings described in Annex No. 2.

### **4. LEGAL FRAMEWORK**

- 4.1. Political Constitution of Peru.
- 4.2. Legislative Decree No. 295, Civil Code.
- 4.3. Law No. 26887, General Corporation Law.
- 4.4. Supreme Decree No. 027-2002-PCM, Merger of several entities related to the Private Investment Promotion into the Executive Directorate of FOPRI, which will be renamed the Investment Promotion Agency.
- 4.5. Law No. 28660, Law that determines the legal nature of the Private Investment Promotion Agency-PROINVERSIÓN.
- 4.6. Supreme Decree No. 185-2017-EF, which approves the Regulation of Organization and functions of PROINVERSION.
- 4.7. Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets.
- 4.8. Supreme Decree No. 240-2018-EF, which approves the Regulation of Legislative Decree No. 1362.
- 4.9. Legislative Decree No. 1497 - Legislative Decree that establishes measures to promote and facilitate regulatory conditions that contribute to reduce the impact on the Peruvian economy due to the sanitary emergency caused by COVID-19.

### **5. CAPACITY OF PROINVERSIÓN**



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- 5.1 The Project Manager conducts the Bidding and is empowered to:
  - a. Exercise all the functions and powers assigned to it by the Applicable Laws and Provisions.
  - b. Resolve that which is not foreseen in the Bidding Terms or in the Applicable Laws and Provisions.
- 5.2 The mere presentation of the information foreseen and/or requested by the Project Director for the purposes of the Qualification on the part of an Interested Party, does not oblige the Project Manager to declare it as Bidder, nor does the submission of a Technical Proposal or Economic Offer oblige the Project Manager to accept it.
- 5.3 The decisions of the Project Manager, Executive Director, Committee or the Steering Council, as the case may be, in relation to this Bidding are final, shall not give rise to indemnification of any kind and are not subject to administrative or judicial challenge, except as provided in Subsection 13. Consequently, by the sole participation in the Bidding, the persons who are included within the scope of these Bidding Terms waive the right to file any appeal against such decisions.

## **6. CONCESSION CONTRACT PROJECTS**

- 6.1 The Contract projects will be published in PROINVERSIÓN's Institutional website, and their approval will be notified, by Official Letter, to the Interested Parties or Bidders, as appropriate, who may submit their comments or suggestions within the terms set forth in the Schedule. The Project Manager will evaluate whether or not to include the suggestions made by the Interested Parties or Bidders.
- 6.2 None of the terms or criteria contained in the Contract projects shall bind PROINVERSIÓN or the Grantor in any way.
- 6.3 The final version of the Contracts, duly approved and ratified shall be published in PROINVERSIÓN's institutional website and shall be notified, by Official Letter to the Bidders, in accordance with the provisions of the Schedule.

## **7. SCHEDULE**

- 7.1. The dates of the activities of the Schedule are detailed in Annex No. 1 - Schedule.
- 7.2. The Schedule may be modified at any time, which will be communicated to the Interested Parties or Bidders by Official Letter.
- 7.3. Except in those cases where otherwise expressly indicated, the maximum deadline for the presentation of documents at PROINVERSIÓN's virtual reception desk ([mesadepartesvirtual@proinversion.gob.pe](mailto:mesadepartesvirtual@proinversion.gob.pe)) will expire at 17:00 hours of Lima - Peru. In the case of documents submitted after 17:00 hours Lima-Peru time, the submission date will be considered the next day.





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## 8. SUBMISSION TO THE BIDDING TERMS AND INTERPRETATION

- 8.1 The mere submission of the documents required in the Bidding Terms implies full knowledge, acceptance and unconditional submission by the Interested Party, Bidder or Successful Bidder, as applicable, to each of the procedures, obligations, conditions and rules established in the Bidding Terms, without exception.
- 8.2 These Bidding Terms are legally binding for the Interested Party, Bidder or Successful Bidder. Consequently, the Interested Party, Bidder or Successful Bidder irrevocably and unconditionally waive the right to file, before any court or authority, any action, claim, lawsuit or request for indemnification against PROINVERSIÓN, its advisors, or any other entity, agency or official of the State of the Republic of Peru for the exercise of the powers provided in the Bidding Terms and in the Applicable Laws and Provisions.
- 8.3 The terms and expressions used in the Bidding Terms shall be interpreted in their natural and obvious sense, unless another meaning has been specifically assigned to them in this document or its annexes and, in any case, in accordance with the regulations in force in Peru. It shall be deemed, without admitting proof to the contrary, that all participants in the Bidding are aware of the Applicable Laws and Provisions.
- 8.4 The titles of Subsections, Forms and Annexes of the Bidding Terms are used exclusively for indicative purposes and shall not affect the interpretation of their contents.

## 9. AUTHORIZED AGENTS AND LEGAL REPRESENTATIVES

### 9.1. Authorized Agents

- 9.1.1. The Interested Parties, once they have acquired the Right to Participate, must designate, by means of a simple letter addressed to the Project Director duly signed by their Legal Representative, a maximum of two natural persons as their Authorized Agents, who may act individually or jointly, at the discretion of the Interested Parties. Together with the designation, the following information must be provided: names and surnames, identity document, common address in the cities of Lima or Callao, telephone number, and e-mail addresses, through Form 6.
- 9.1.2. The Authorized Agents, in addition to others expressly contained in the Bidding Terms, shall have the following powers:
  - a. Represent the Interested Party, Bidder or Successful Bidder before PROINVERSIÓN, the Executive Director, the Committee, the Project Director and the advisors, on all matters that do not fall under the exclusive competence of the Legal Representative in accordance with Subsection 9.2.2.
  - b. Answer, on behalf of the Interested Party, Bidder or Successful Bidder and with binding effect for its principal, all questions posed by the Project Manager;
  - c. Receive Official Letters.
- 9.1.3. The Interested Parties and Bidders, prior written communication addressed to the Project Director and complying with the same requirements, may substitute the Authorized Agent(s), which shall take effect on the day following the date on which the communication is received by PROINVERSIÓN.



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## 9.2. Legal Representatives

- 9.2.1 The Interested Parties or Bidders may appoint up to two common Legal Representatives to represent them jointly or individually, in accordance with the provisions of this subsection. The following information must be provided: names and surnames, identity document, common address in the cities of Lima or Callao, telephone number, and e-mail addresses through Form 6.
- 9.2.2 The powers granted to each of the Legal Representatives must be sufficiently broad so that any of them, jointly or individually, may sign in the name and on behalf of the principal, all documents required by the Bidding Terms, including, specifically, the power to initiate the challenge procedures provided in the Bidding Terms, sign the Offer and, if in case of being the Successful Bidder, sign the Concession Contracts.
- 9.2.3 The power of attorney by which the Legal Representatives are appointed must contain the corresponding powers of representation and may be general or special power of attorney. It will be submitted in the Qualification envelope.
- 9.2.4 The substitution of the Legal Representatives shall become effective as of the day following the date on which the communication is received by PROINVERSIÓN with the documents duly evidencing such appointment.
- 9.2.5 The power of attorney granted outside of Peru designating a Legal Representative must be:
- Duly executed or legalized before the competent Peruvian consulate, endorsed before the Peruvian Ministry of Foreign Affairs, attaching a simple translation into Spanish in case it was issued in a different language; or,
  - Apostilled, in case the Interested Party or Bidder comes from a country signatory of the "Convention Suppressing the Requirement of Legalization of Foreign Public Documents" adopted on October 5, 1961, in the City of The Hague, Kingdom of the Netherlands, approved by Legislative Resolution No. 29445 and ratified by Supreme Decree No. 086-2009-RE ("Hague Apostille").
- 9.2.6 Powers of attorney granted in Peru must be evidenced by a public deed or a notarized copy of the minutes of the corresponding corporate body by which they are granted.
- 9.2.7 In the case of Consortiums, the Legal Representatives must be common to all its members. Their designation shall be made through the Legal Representatives of the members of the Consortium who are empowered to do so. The powers shall be evidenced in accordance with the provisions of subsections 9.2.5 and 9.2.6.
- 9.2.8 In no case shall it be required that, at the time of presentation, the powers of attorney of the Legal Representative be registered in the Public Registries of Peru.

## 10. CONSULTATIONS AND OFFICIAL LETTERS

### 10.1 Consultations

- 10.1.1 Interested Parties or Bidders, as the case may be, through the e-mail addresses provided by their Authorized Agents and/or Legal Representatives, may make inquiries strictly related to the Bidding Terms and Conditions, and comments or suggestions to the draft Contracts within the terms established in the Schedule, through written communications in Spanish Language and addressed to:

**ANÍBAL DEL ÁGUILA ACOSTA**

Project Manager

Av. Enrique Canaval Moreyra Nro. 150, Piso 10, San Isidro (Lima 27) Peru



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Phone: (511) 200-1200 Ext 1340

E-mails: [mesadepartesvirtual@proinversion.gob.pe](mailto:mesadepartesvirtual@proinversion.gob.pe)  
[Enlaces-Huanuco-Celendin@proinversion.gob.pe](mailto:Enlaces-Huanuco-Celendin@proinversion.gob.pe)  
[whuambachano@proinversion.gob.pe](mailto:whuambachano@proinversion.gob.pe)

- 10.1.2 The Project Director's responses to the queries to the Bidding Terms will be communicated in writing by Official Letter to all Interested Parties or Bidders, as the case may be, without indicating the name of the person who made the consultation. Once the Qualification has been concluded, the responses to the consultations to the Bidding Terms will be sent to the Bidders. Notwithstanding the aforementioned, the answers to all queries will be available on PROINVERSIÓN's institutional website.
- 10.1.3 Comments and suggestions received on the draft Contracts will be published in PROINVERSIÓN's institutional website, without indicating the name of those who made them.
- 10.1.4 The Project Director is not obliged to respond to queries to the Bidding Terms that are not related to the Bidding or that were submitted not following the established Schedule. Likewise, it shall not be obliged to accept or respond to the suggestions of the Interested Parties and Bidders to the draft Contracts. PROINVERSIÓN will evaluate the convenience of including or not the suggestions made by the Interested Parties or Bidders.
- 10.1.5 It is expressly established that the dates of the Schedule detailed in Annex No. 1 are referential. Any of the dates indicated in the Schedule may be modified, in which case, it will be communicated by means of an Official Letter.
- 10.1.6 All Interested Parties, through their Authorized Agents and/or Legal Representatives, shall have the right to meet with the Project Portfolio Manager or the Project Director, up to the Day prior to the expiration of the term to request the Qualification; while the Bidders may do so up to the Day prior to the date set for the presentation of Offers. After the Awarding of the Successful Bid, the Successful Bidder may request interviews to coordinate the events of the Closing Date. The aforementioned interviews may be conducted virtually.

## 10.2 Official Letters

- 10.2.1. The Project Director may, at any time and if deemed necessary, clarify, specify, modify and/or complement the Bidding Terms, issuing an Official Letter to that effect, which will be sent to the Legal Representatives or Authorized Agents of the Interested Parties or Bidders, as appropriate.
- 10.2.2. All Official Letters and communications will be sent to the e-mail addresses previously indicated in Form 6 by the Interested Party or Bidder, who accepts as well received the communications sent by e-mail, with confirmation of sending, and therefore it is understood that, by the mere fact of submitting the Affidavit - Notification of Information (Form 6), it grants express consent to receive electronic communications from the institutional e-mail account. Likewise, the Interested Party or Bidder has the permanent responsibility to follow up on its e-mail account.
- 10.2.3. The Official Letters issued by the Project Director shall form an integral part of the Bidding Terms, being, consequently, legally binding for all Interested Parties and Bidders.
- 10.2.4. After the deadline for the Qualification of Interested Parties has expired, the Official Letters will only be sent to the Bidders.



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Notwithstanding the foregoing, all Official Letters will be published in PROINVERSIÓN's institutional website.

## 11. QUALIFICATION

The documents of the Qualification envelope shall be sent to the e-mail addresses indicated in subsection 10.1.1, until the date indicated in the Schedule; and, through the Authorized Agent or Legal Representative.

The documents included in the Qualification envelope shall:

- a. Be scanned in PDF format in color, perfectly legible, and numbered on each page (front side only) in a correlative way. In addition, a table of contents with a detailed list of all the documents contained in the envelope must be included in the respective page number.
- b. The Forms must be signed by the Legal Representative. The other documents contained in the Qualification envelope shall not require signature or endorsement.
- c. Must be written in Spanish Language or accompanied by a simple translation into Spanish. In the event of any discrepancy between texts in different languages, the Spanish version shall prevail.
- d. In the event of any discrepancy between a figure expressed in numbers and in letters, the amount expressed in letters shall prevail.

### 11.1 Requirements

To be declared as Bidder, the Interested Party must comply with the financial, technical and legal requirements established in Annex No. 3.

### 11.2 Contents of Envelope

The Qualification envelope shall include the following documents:

- 11.2.1 Form 1. The Interested Party shall declare that the information submitted is reliable. It will have the character of Affidavit.
- 11.2.2 Simple copy of the current registration or equivalent instrument issued by the competent authority of the Interested Party's country of origin or document that substitutes it with an issue date not greater than ninety (90) calendar days from the date of its presentation to PROINVERSIÓN. In the case of a Consortium, the aforementioned documentation must be submitted for each of its members. A simple translation into Spanish Language must be attached if issued in a different language.
- 11.2.3 In the case of Consortiums, Letter of Formation of Consortium (Form 3) signed by the Legal Representatives of each of the members of the Consortium, in which they state their intention to participate jointly in the Bidding, and confirming their existence, validity and solidarity with respect to the obligations assumed in the Bidding, being necessary that one of the members of the Consortium must be the operator to be qualified.
- 11.2.4 A simple copy of the audited financial statements for the last completed fiscal year of the Interested Party, of the members of the Consortium, or of the respective Related Companies that accredit the equity stated in Form 1, the figures of which are being used to demonstrate compliance with the financial requirements (Annex No. 3).

If the financial statements presented are expressed in a currency other than the U.S. dollar, the net worth and total assets shall be converted into such currency using the exchange rate published by the Superintendency of Banking and Insurance and AFP,



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or its similar in the country of origin at the closing date of the financial statements, such rate to be included in the same Form 1.

- 11.2.5 Legalized copy of the minutes where the power of attorney of the Legal Representative is recorded or original or legalized copy of the public deed of the power of attorney. In the case of a Consortium, a legalized copy of the minutes where the powers of attorney of the Legal Representatives of each of its members are recorded or an original or legalized copy of the power of attorney.

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

In case the power of attorney is granted outside Peru, it must comply with the provisions of Subsection 9.2.5.

An Affidavit (Form 10) must also be attached stating that the power(s) of attorney(s) mentioned above is/are in force.

- 11.2.6 Simple copy of the documents that sufficiently prove compliance with the technical requirements established in Annex No. 3.
- 11.2.7 Simple copy of the receipt of the Right of Participation issued in the name of the Interested Party or of one of the members of the Consortium. Alternatively, if applicable, an Affidavit (Form 11) explaining the manner of acquisition of the Right of Participation, either through a Related Company of the Interested Party or one of its shareholders or partners, or through an assignment of rights, shall be submitted.

### **11.3 Simplified Qualification Procedure**

- 11.3.1 This is the mechanism in which the Interested Parties that have qualified in any process carried out by PROINVERSIÓN in the last two (2) years counted as of the date of presentation of the Qualification envelope for said process may request a "Certificate of Validity of Qualification Documents", in order to accredit their credentials in the Bidding Process.
- 11.3.2 The Interested Party who wish to use the simplified qualification procedure must submit a request to the Project Director indicating the name of the process in which participated, as well as the documentation submitted for the purpose of qualification or presentation of credentials. The application must be submitted no later than twenty (20) days prior to the expiration of the deadline for submitting the Qualification application referred to in Subsection 4.2 of Annex No. 1 (Schedule).
- 11.3.3. The submission of the request to make use of the simplified qualification procedure shall be made through the virtual reception desk at the e-mail addresses indicated in subsection 10.1.1 through the e-mail addresses provided by the Authorized Agents and/or Legal Representatives of the Interested Parties and Bidders.
- 11.3.4 The Project Director shall verify the applicability of the documents to the Bidding qualification process.
- 11.3.5 If the applicability referred to in the previous subsection is verified, the Project Director shall deliver to the Interested Party the Certificate of Validity of Qualification Documents within a term not greater than ten (10) days after the presentation of the request for said certificate. The Certificate of Validity shall be sent virtually to the provided e-mail addresses.



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- 11.3.6 For purposes of compliance with the presentation of the Qualification envelope, the Interested Party that has used the simplified procedure shall only submit the following documentation:
- The Certificate of Validity of Qualification Documents.
  - Affidavit stating that the documentation referred to in the Certificate of Validity of Qualification Documents is still in force, according to the model contained in Form 12.
  - The new or additional documentation required for the purposes of the Qualification indicated in Subsection 11.2.

#### **11.4 Evaluation Procedure of the Qualification Envelope**

- 11.4.1 In order to simplify the evaluation of the qualification envelope, the Interested Parties, upon request via e-mail, may send the required documentation in the qualification envelope, to be reviewed in a virtual meeting. For such purpose, the prior review of the documents shall be carried out up to one (1) business day prior to the deadline set forth in Subsection 4.2 of Annex No. 1 (Schedule). This review does not imply approval of the qualification envelope.
- 11.4.2 In the event that the Commission finds the existence of correctable errors, within five (5) days from the presentation of the Qualification Envelope, it will notify in writing, through the Project Director, to the Interested Party so that it may proceed to correct them within the term indicated in the Schedule, under warning of being excluded from the Bidding. The omission in the submission of any document of the Qualification envelope will be considered as a rectifiable error. The correction shall be made through the virtual reception desk and to the e-mail addresses indicated in subsection 10.1.1. If the Interested Party does not achieve its Qualification, it will be excluded from the Bidding.
- 11.4.3 Additionally, to facilitate the examination, verification and comparison of data and requirements, the Commission, through the Project Director, may request the Interested Party to clarify the information contained in the Qualification envelope without this implying any modification of its contents. The request for clarification and the corresponding response must be made in writing and submitted through the virtual reception desk and to the e-mail addresses indicated in subsection 10.1.1.
- 11.4.4 Once the Commission's evaluation has been received via e-mail, the Project Director will decide and communicate the result of the Qualification by means of an Official Letter. Notwithstanding the above, the list of Bidders shall be available in PROINVERSIÓN's institutional website.
- 11.4.5 Until the date indicated in Subsection 4.5 of Annex No. 1 (Schedule), Bidders may form Consortiums or may modify their composition without changing the Qualified Operator, according to the model of Form 3-A or Form 3-B, as applicable. In either case, they may be associated with other Bidders or third parties.
- The new Consortium, within the term foreseen in the Schedule, must submit Forms 1, 3-A or 3-B, 6, 10 and 11, the latter if applicable. The documents shall be evaluated in accordance with subsection 11.4.4, within five (5) days.
- 11.4.6 In the event that any member of a Consortium decides to withdraw from the Consortium, the Bidder shall notify the Project Director within the term established in Subsection 4.5 of Annex No. 1 (Schedule).
- In case the members that remain with the Bidder meet the qualification requirements, the Bidder must submit Forms 1, 6, 10, 3-B and 11, the latter two if applicable.





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In case the members remaining in the Bidder do not comply with the qualification requirements, the Bidder must submit another legal entity for the Project Director's evaluation, for which it must submit Forms 1, 6, 10, 3-B and 11, the latter two if applicable, as well as the documents for the accreditation of the qualification requirements indicated in Annex No. 3. If the Bidder does not submit a replacement or if the replacement does not comply with the corresponding requirements, the Bidder's Qualification shall be null and void and the Bidder shall be disqualified, which shall be communicated by the Project Director.

In both cases, the documents must be evaluated in accordance with subsection 11.4.4, within five (5) days.

- 11.4.7 The decision of the Project Director with respect to the Qualification shall be final and shall not be subject to appeal.
- 11.4.8 Without prejudice to the civil and criminal liability that could have been generated by the lack of truthfulness of the data or information submitted in the Qualification Envelope, the Bidder may be disqualified at any stage of the Bidding process.

## 12. SUBMISSION AND EVALUATION OF OFFERS

The place, date, and time of submission of the envelopes No. 1 and No. 2 will be communicated by Official Letter.

The envelopes No. 1 and No. 2 must be submitted to the Committee or its representative, sealed, labeled, and clearly marked on the front with the following indications:

- a. The title of the Bidding,
- b. The corresponding envelope number (envelope No. 1 or envelope No. 2); and
- c. The name of the Bidder.

The documents contained in the envelopes No. 1 and No. 2, must be submitted in original.

In the event of any discrepancy between a figure expressed in numbers and in letters, the amount expressed in letters shall prevail. In case of any discrepancy between what is indicated in Form 4 and Forms 4-A, 4-AA, 4-B and 4-BB, Form 4 prevails.

Bidders must submit their Offers by submitting envelope No. 1.

### 12.1 Contents of the envelopes No. 1 and No. 2

- 12.1.1. All the documentation submitted in Envelope No. 1 must be perfectly legible and the Forms must be duly initialed by the Bidder's Legal Representative(s).
- 12.1.2. Envelope No. 1 must be presented in the public act, personally by one of the Authorized Agents or by one of the Legal Representatives. Documents submitted in any form other than those indicated above will not be accepted or received.
- 12.1.3. The Bidder shall assume all costs or expenses, direct or indirect, incurred in connection with the preparation and submission of the envelopes No. 1 and No. 2. The State or any of its agencies, including PROINVERSIÓN, officials, consultants and/or advisors, shall not be liable in any case for such costs or expenses, regardless of the outcome of the Bidding, or if the Bidding is suspended or cancelled.
- 12.1.4. Envelope No. 1 shall contain the following documents:
  - a. Form 7 (Affidavit of Validity of Information).
  - b. Form 8 (Affidavit of Acceptance of Bidding Terms and Contracts).



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- c. Form 9 (Declaration of not being impeded from contracting with the State).
  - d. Guarantee of Validity, Effectiveness and Seriousness of the Offer, in accordance with the amount and conditions set forth in Form 2 and issued by one of the Financial Institutions indicated in Annex No. 6; and shall be valid for one hundred and twenty (120) calendar days from the date of submission of the Offer.
  - e. Envelope No. 2 closed.
- 12.1.5. Envelope No. 2 must contain Forms 4, 4-A, 4-AA, 4-B and 4-BB, duly completed and signed by the Legal Representative.
- 12.1.6. The Offer shall be an integral part of each Contract and shall be binding.

For this bidding process, the presentation of the envelope No. 2 contains an irrevocable Offer, with the submission of the Bidder submitting it, without exception, to all the terms and conditions of each Contract.

## 12.2 Submission of envelopes No. 1 and No. 2 and Awarding of the Successful Bid

- 12.2.1 In order to simplify the act of presentation of the envelopes No. 1 and No. 2, the Bidders, upon request by e-mail, may submit the required documentation in envelope No. 1 (except for envelope No. 2), to be reviewed in a virtual meeting. For such purpose, the corresponding Official Letter will be issued establishing the dates on the prior review of the documents in Envelope No. 1. This revision does not imply approval of the envelope No. 1.
- 12.2.2. The public act of submission of the envelopes No. 1 and No. 2 and Awarding of the Successful Bid will be broadcasted live through PROINVERSIÓN's institutional media. The capacity limitations for public events shall be communicated in advance and shall respond to safety and public health reasons, ensuring the publicity of the event through its transmission by digital media mentioned above. The submission of the envelopes No. 1 and No. 2 shall be held before the Committee or its representative, in the presence of a Notary Public, on the date indicated in the Schedule, and at the place and time indicated in the Official Letter. Up to thirty (30) minutes of tolerance may be granted to start the reception of envelopes.
- 12.2.3 The Committee or its representative shall invite the Bidders one by one to present envelopes No. 1, which should contain the envelopes No. 2 among other documents. The envelopes No. 1 will be delivered by each Bidder to the Notary Public who will verify that the envelopes are sealed and shall proceed to open them. The Notary Public shall initial the documents contained in the envelopes No. 1 and submit them for review. The Notary Public shall separate the envelopes No. 2 and place them in the amphora intended for that purpose.
- 12.2.4 The administrative, legal and/or financial team will review the documents submitted in the envelopes No. 1 and if the documents of all the Bidders are found to be in order, the Notary Public will proceed to the opening of the envelopes No. 2, shall endorse the contents and the Committee or its representative shall read the Form 4 of each Bidder.
- 12.2.5 The Committee or its representative will award the Successful Bid to the Bidder that presents the lowest Total Service Cost, which will be established according to the method indicated in Annex No. 4. Subsequently, the minutes shall be drawn up and signed by the Committee or its representative, the Notary Public, the Successful Bidder, and the other bidders who wish to do so.
- 12.2.6 If errors or defects of a non-substantial nature are found in the documents in Envelope No. 1, the Committee or its representative shall notify the corresponding Bidders of the defects that have been found in said documents, and the act shall be suspended,





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and the Notary Public shall keep in custody the envelopes No. 2 closed until the date indicated in the Schedule. It should be noted that the Guarantee of Validity, Effectiveness and Seriousness of the Offer are not rectifiable, nor envelope No. 2; in this case, the Bidder that submitted them shall be automatically disqualified.

Minutes will be drawn up and signed by the Committee or its representative, the Notary Public and the Bidders who wish to do so. The latter may also, if they so wish, subscribe on the wrap of the envelopes No. 2 of the other Bidders. The subscription or not of the minutes does not constitute, extinguish, or modify any right of the Bidders.

- 12.2.7 Bidders must correct the observations within the period indicated in the Schedule, under warning of being excluded from the Bidding process. Once the act has been resumed, it shall proceed in accordance with Subsections 12.2.3 and 12.2.4.
- 12.2.8 In case of omission of any of the documents detailed in Subsection 12.1.4, the Committee or its representative shall consider as not submitted the envelope No. 1 and return envelope No. 2 to the corresponding Bidder, excluding it from the bidding process.
- 12.2.9 The Offer and the Guarantee of Validity, Effectiveness and Seriousness of the Offer of the successful Bidder and of the Bidder that ranked second in the order of priority of valid Offers shall remain in effect until thirty (30) calendar days after the Closing Date. The Project Director may require the mandatory extension of such Offers and Guarantee of Validity, Effectiveness and Seriousness of the Offer.

### 13. CHALLENGE OF THE SUCCESSFUL BID

#### 13.1. Procedure

- 13.1.1. Any Bidder that has submitted a valid Offer may file an appeal for reconsideration before the Committee only against the results of the Awarding of the Successful Bid.  

Such challenge must be included as an observation in the offer submission and Awarding of the Successful Bid and must be duly supported, in writing, within a maximum of eight (8) days following the Awarding of the Successful Bid. The Committee shall resolve said reconsideration within a maximum period of ten (10) days, counted from the day following the submission of the written support of the challenge. If the Committee does not resolve the reconsideration within said period, the reconsideration shall be deemed to be denied.
- 13.1.2. Against the Committee's resolution that resolves the reconsideration, the affected Bidder may file an appeal before said Committee, which will submit it to PROINVERSIÓN's Board of Directors within three (3) days following the date of receipt of the resolution. The Committee shall submit the appeal to the Board of Directors within three (3) days following the date of reception.
- 13.1.3. The appeal may also be submitted against the fictitious denial of the challenge in the event that, upon expiration of the ten (10) days term for the Committee to resolve the reconsideration presented, the Committee has not issued the corresponding resolution. In the latter case, the term to file the appeal shall be computed as from the day following the expiration of the ten (10) days term indicated above.
- 13.1.4. The appeal filed against the express or implied resolution of the Committee shall be resolved by the Board of Directors of PROINVERSIÓN within thirty (30) days from the date of its filing. The decision in the second and final instance shall be final and unappealable.
- 13.1.5. Any expenses that may arise from the process of contesting the Challenge of the Successful Bid will be borne by the challenging Bidder.



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### 13.2. Warranties

- 13.2.1. No challenge shall be considered validly filed and shall have no effect unless, within three (3) days following the date of the Awarding of the Successful Bid, the objecting Bidder delivers a solidarity, irrevocable, unconditional bond without benefit of excussion or division and automatically executed in accordance with Form 5 of the Bidding Terms in favor of PROINVERSIÓN. The validity of the challenge guarantee referred to in this paragraph shall be not less than sixty (60) days from the date of its submission.
- 13.2.2. Said guarantee shall be executed by PROINVERSIÓN, in case:
- The appeal for reconsideration presented by the Bidder is declared unfounded or inadmissible and the Committee's resolution is not appealed by the contestant, and the Awarding of the Successful Bid is consequently confirmed. In the case of a negative rejection, the Bidder does not file the corresponding appeal; or
  - The Board of Directors confirms the express or implied refusal of the Committee; or
  - The Bidder withdraws its option of reconsideration or appeal.
- 13.2.3. In the event that the reconsideration or appeal is declared well-founded, the bidder's guarantee will be returned to the challenging Bidder, and no interest will be generated in its favor.

### 14. VOID TENDER

- 14.1. The Committee or its designee shall declare the Void Tender in any of the following cases:
- If in the act of delivery and reception of the envelopes No. 1 and No. 2 no Bidders were presented; or
  - If no valid Offer remains, after both envelopes have been reviewed, or
  - When at least two valid Offers have not been received.
- 14.2. In the aforementioned cases, PROINVERSIÓN may call for a new bidding process on a new date.

### 15. CLOSING DATE

- 15.1. The Closing Date will be held before the Committee or its representative and in the presence of a Notary Public, as indicated in the Schedule. The place and time will be communicated by Official Letter.
- 15.2. For the Closing Date to take place validly, the Successful Bidder, the Concessionaire, the Grantor and PROINVERSIÓN must comply with the procedure set forth in Annex No. 5.
- 15.3. If it is determined that the information provided by the Successful Bidder at any stage of the bidding process is false, the Committee will revoke the Awarding of the Successful Bid, proceeding to execute the Guarantee of Validity, Effectiveness and Seriousness of the Offer.
- 15.4. If the Successful Bidder fails to comply with its obligations for the Closing Date to occur, the Committee shall revoke the Awarding of the Successful Bid and the Guarantee of Validity, Effectiveness and Seriousness of the Offer will be executed without prior notice to the Successful Bidder and may accept the proposal of the Bidder that had the second-best Offer in the Bidding Process. In such case, the Committee shall notify the said Bidder of its decision to declare it the new Successful Bidder, informing it of the Closing Date procedure to be followed. Likewise, said decision will be communicated to the Bidders by means of a Official Letter.



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The deadlines to comply with the Closing Date procedure shall be computed from the notification referred to in the preceding paragraph and shall not be less than those that the first Successful Bidder had, according to the Schedule in effect at the time of the notification.

- 15.5. As of the day following the Closing Date, the Guarantee of Validity, Effectiveness and Seriousness will be returned to the bidders who were in second place or higher.
- 15.6. If the Closing Date is extended, the Guarantee of Validity, Effectiveness and Seriousness of the Offer will be returned to the bidders who were in third place or higher. The Offer and the Guarantee of Validity, Effectiveness and Seriousness of the Offer of the successful Bidder and of the second-place bidder shall remain in effect in accordance with subsection 12.2.9.

**16. EXECUTION OF GUARANTEE OF VALIDITY, EFFECTIVENESS AND SERIOUSNESS OF THE OFFER**

- 16.1. If the Successful Bidder fails to comply with the obligations at its charge for the Closing Date to occur, PROINVERSIÓN will execute the Guarantee of Validity, Effectiveness and Seriousness of the Offer without the need of prior notice to the Successful Bidder.

It will also be executed if PROINVERSIÓN proves that the Successful Bidder submitted false information at any stage of the Tender, except in the case of errors or omissions that, in PROINVERSIÓN's judgment, had no relevance whatsoever in the decisions taken by the Successful Bidder or in the results of the Bidding.

- 16.2. The Committee shall have the authority, but not the obligation, to accept the second-best valid Offer, for which purpose it shall notify such Bidder the decision to declare it the new Successful Bidder and, if applicable, request the extension of the Guarantee of Validity, Effectiveness and Seriousness of the Offer, for the communicated term. In case the Bidder does not comply with the request, PROINVERSIÓN will execute said guarantee and will cancel the Bidding. Bidders will be notified by Official Letter.

**17. SUSPENSION AND CANCELLATION**

- 17.1 The Committee may suspend or cancel the Bidding for reasons of public interest. This decision cannot be challenged.



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**Form 1  
Request for Qualification**

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

Messrs.  
**PRIVATE INVESTMENT PROMOTION AGENCY  
PROINVERSIÓN**  
Av. Enrique Canaval Moreyra Nro. 150  
Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the following projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

To obtain Bidder Qualification, \_\_\_\_\_ submits the following information:

**1.- Financial Requirements**

Net worth: US\$ [     ]
Total assets:            US\$ [     ]

(If the original figures are expressed in a currency other than U.S. dollars, indicate here the exchange rate used, in accordance with the provisions of Subsection 11.2.4).  
(If figures of Related Companies have been used, explain on an additional sheet signed by the Legal Representative, what the linkage consists of).

**2.- Technical Requirements**

Length of transmission lines at voltages equal to or greater than 220 kV	(.....km)
Substation capacity at voltages equal to or greater than 220 kV	(.....MVA)

(If figures of Related Companies have been used, explain on an additional sheet signed by the Legal Representative, what the linkage consists of).

**3.- Legal Requirements:**

- We declare that we comply with the legal requirements indicated in Annex No. 3.

Sincerely,

Signature of the Interested Party's Legal Representative

.....

Name: .....

Identity Card: .....

**Note:** No signature is required from the representatives of the Related Companies whose figures are mentioned.



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**Form 2**  
**Guarantee of Validity, Effectiveness and Seriousness of the Offer**

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

Messrs.  
**PRIVATE INVESTMENT PROMOTION AGENCY**  
**PROINVERSIÓN**  
Av. Enrique Canaval Moreyra Nro. 150  
Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Letter of Guarantee No. ....

Due Date: .....

With due consideration:

At the request of our client, Messrs. (Bidder, member of the Consortium or Related Company) ....., we hereby constitute this solidarity, irrevocable, unconditional bond without benefit of excussion or division and automatically executed for the amount of four million United States Dollars (US\$ 4,000,000) in favor of PROINVERSIÓN, to guarantee Validity, Effectiveness and Seriousness of the Offer, submitted by ..... (name of the Bidder) integrated by ..... (name of each member of the Consortium) in accordance with the terms and conditions established in the Bidding Terms and Conditions of the Bidding of the reference.

Likewise, we state for the record that this guarantee shall be effective in the event that our client ..... (name of the Bidder) is declared the Successful Bidder by PROINVERSIÓN and does not comply with its obligations on the date of execution of the Contracts of the Bidding of reference or has submitted false information or data at any stage of the Bidding.

To honor this bond in favor, a notarized request from the Executive Director of PROINVERSIÓN, or whoever is acting in its stead, at our offices located at ..... will suffice, and any delay on our part to honor it will accrue interest equivalent to the legal interest rate in foreign currency, published by the Superintendence of Banking, Insurance and Pension Fund Administrator (AFP), plus a spread of 3%.

The legal interest rate shall be the rate published by the Superintendency of Banking, Insurance and AFP corresponding to the date of issuance of this bond, and interest shall accrue from the date on which performance has been demanded until the effective date of payment.

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

The term of this bond shall commence on the date of submission of the Offer and shall be valid for one hundred and twenty (120) calendar days.

The terms used in this bond have the same meaning as the terms defined in the Bidding Terms and Conditions.

Sincerely,

.....  
SIGNATURE AND STAMP

Name of the bank issuing the guarantee: .....

Bank address: .....



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**Form 3**  
**Formation of Interested Party Consortium**

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

Messrs.  
**PRIVATE INVESTMENT PROMOTION AGENCY**  
**PROINVERSIÓN**  
Av. Enrique Canaval Moreyra Nro. 150  
Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

We hereby present to you the formation of the Consortium \_\_\_\_\_, which will be formed as follows:

- ..... Member -Operator (.....%)
- ..... Member (.....%)
- ..... Member (.....%)

We, the members of the Consortium, declare under oath that we comply with the technical, legal and financial requirements established in the Bidding Terms and Conditions and confirm the existence, validity and solidarity with respect to the obligations assumed in the Bidding. Without prejudice to PROINVERSIÓN's right to request further information in this regard, in the attached annex we explain why the Consortium formed meets the financial requirements.

Sincerely,

Signature of the Member-Operator's Legal Representative: .....  
Name: .....  
Identity Card: .....

Signature of the Member's Legal Representative: .....  
Name: .....  
Identity Card: .....

Signature of the Member's Legal Representative: .....  
Name: .....  
Identity Card: .....



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**Form 3-A  
Formation of Bidder's Consortium**

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

Messrs.  
**PRIVATE INVESTMENT PROMOTION AGENCY  
PROINVERSIÓN**  
Av. Enrique Canaval Moreyra Nro. 150  
Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Hereby, ..... (name of the Bidder) submits to you the formation of the Consortium  
....., which will be formed as follows:

.....	Member - Qualified Operator	(.....%)
.....	Member	(.....%)
.....	Member	(.....%)

We declare under oath that the consortium formed complies with the technical, legal and financial requirements established in the Bidding Terms. Without prejudice to PROINVERSIÓN's right to request further information in this regard, in the attached annex we explain why the Consortium formed meets the financial requirements.

Sincerely,

Signature of the Qualified Operator's Legal Representative: .....  
Name: .....  
Identity Card: .....

Signature of the Member's Legal Representative: .....  
Name: .....  
Identity Card: .....

Signature of the Member's Legal Representative: .....  
Name: .....  
Identity Card: .....





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Form 3-B
Consortium Modification

Lima, .... 20....

Messrs.
PRIVATE INVESTMENT PROMOTION AGENCY
PROINVERSIÓN
Av. Enrique Canaval Moreyra Nro. 150
Lima 27, Peru

Reference: Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

We hereby submit the modification of the Consortium ....., which will be formed as follows:

..... Qualified Operator Member (.....%)
..... Member (.....%)
..... Member (.....%)

We declare under oath that the modified Consortium complies with the technical, legal and financial requirements established in the Bidding Terms. Without prejudice to PROINVERSIÓN's right to request further information in this regard, in the attached annex we explain why the modified Consortium meets the financial requirements.

Sincerely,

Signature of the Qualified Operating Member's Legal Representative:

Name: .....
Identity Card: .....

Signature of the Member's Legal Representative:

Name: .....
Identity Card: .....

Signature of the Member's Legal Representative:

Name: .....
Identity Card: .....

Note: The document must be signed by the representatives of the members of the modified Consortium and of the members that are excluded.



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Form 4
Submission of the Offer

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

Messrs.
PRIVATE INVESTMENT PROMOTION AGENCY
PROINVERSIÓN
Av. Enrique Canaval Moreyra Nro. 150
Lima 27, Peru

Reference: Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Bidder .....

We hereby submit our Offer in the following terms:

500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations.

Table with 3 columns: Item, In numbers (rounded to two decimal places), In letters. Rows include Investment Cost (US\$) and Annual O&M cost (US\$).

500 kV Celendín - Piura Link, Extensions and Associated Substations.

Table with 3 columns: Item, In numbers (rounded to two decimal places), In letters. Rows include Investment Cost (US\$) and Annual O&M cost (US\$).

Notes:

- a) The values indicated in 1) and 2) of each project are as of the date of submission of the Offer.
b) Our Offer will be effective until the Closing Date.
c) The meanings of Investment Cost and O&M Cost are shown in Annex No. 4 of the Bidding Terms.
d) Disaggregated project costs are shown in Forms 4-A, 4-AA, 4-B and 4-BB.

Sincerely,

Signature of the Legal Representative: .....

Name of the Legal Representative: .....

Identity Card: .....



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**Form 4-A**  
**Offer Disaggregate**

**500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" project.**

**Transmission Lines**

Description	500 kV Nueva Huánuco-Tocache T.L. (US\$)	500 kV Tocache-Celendín T.L. (US\$)	500 kV Celendín-Trujillo Nueva T.L. (US\$)	220 kV Cajamarca Norte-Cáclic Alternative T.L. (L-2192) (US\$)	TOTAL (US\$)
<b>INVESTMENT COSTS</b>					
Supplies					
Transportation and Insurance					
Construction and Assembly					
Indirect Costs					
Project Management					
Engineering					
Supervision					
Financial Expenses					
<b>Total Investment Costs</b>					(*)
<b>OPERATING AND MAINTENANCE COSTS</b>					
<b>Total Annual O&amp;M Costs</b>					(**)

(\*) The sum of this amount with its similar amount in Form 4-AA shall be equal to the Investment Cost of the project expressed as of the date of submission of the Offer, as stated in Form 4.

(\*\*) The sum of this amount with its similar amount in Form 4-AA shall be equal to the annual Operating and Maintenance Cost of the project expressed as of the date of submission of the Offer, as stated in Form 4.

Signature of the Legal Representative: .....

Name of the Legal Representative: .....

Bidder: .....



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**Form 4-AA**  
**Offer Disaggregate**

**500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" project.**

**Substations and Telecommunications**

Description	500 Kv Nueva Huánuco S.S. (Extension) (US\$)	500 kV Tocache S.S. (US\$)	500/220 kV Celendín S.S. (US\$)	500 kV Trujillo Nueva S.S. (Extension) (US\$)	TOTAL (US\$)
<b>INVESTMENT COSTS</b>					
Supplies					
Transportation and Insurance					
Construction and Assembly					
Indirect Costs					
Project Management					
Engineering					
Supervision					
Financial Expenses					
<b>Total Investment Costs</b>					<b>(*)</b>
<b>OPERATING AND MAINTENANCE COSTS</b>					
<b>Total Annual O&amp;M Costs</b>					<b>(**)</b>

(\*) The sum of this amount with its similar amount in Form 4-A must be equal to the Investment Cost of the project expressed as of the date of submission of the Offer, as stated in Form 4.

(\*\*) The sum of this amount with its similar amount in Form 4-A shall be equal to the annual Operating and Maintenance Cost of the project expressed as of the date of submission of the Offer, as stated in Form 4.

Signature of the Legal Representative: .....

Name of the Legal Representative: .....

Bidder: .....



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Form 4-B
Offer Disaggregate

500 kV Celendín - Piura Link, Extensions and Associated Substations" project.

Transmission Lines

Table with 3 columns: Description, 500 kV Celendín-Piura T.L. (US\$), and TOTAL (US\$). Rows include Investment Costs (Supplies, Transportation and Insurance, Construction and Assembly, Indirect Costs, Project Management, Engineering, Supervision, Financial Expenses, Total Investment Costs) and Operating and Maintenance Costs (Total Annual O&M Cost).

- (\* ) The sum of this amount with its similar amount in Form 4-BB shall be equal to the Investment Cost of the project, expressed as of the date of submission of the Offer, as stated in Form 4.
(\*\*) The sum of this amount with its similar amount in Form 4-BB shall be equal to the annual Operating and Maintenance Cost of the project, expressed as of the date of submission of the Offer, as stated in Form 4.

Signature of the Legal Representative:
Name of the Legal Representative:
Bidder:



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**Form 4-BB**  
**Offer Disaggregate**

**500 kV Celendín - Piura Link, Extensions and Associated Substations" project.**

**Substations and Telecommunications**

Description	500/220 kV Celendín S.S. (Extension) (US\$)	500/220 kV Piura Nueva S.S. (Extension) (US\$)	TOTAL (US\$)
<b>INVESTMENT COSTS</b>			
Supplies			
Transportation and Insurance			
Construction and Assembly			
Indirect Costs			
Project Management			
Engineering			
Supervision			
Financial Expenses			
<b>Total Investment Costs</b>			<b>(*)</b>
<b>OPERATING AND MAINTENANCE COSTS</b>			
<b>Total Annual O&amp;M Cost</b>			<b>(**)</b>

(\*) The sum of this amount with its similar amount in Form 4-B shall be equal to the Investment Cost of the project, expressed as of the date of submission of the Offer, as stated in Form 4.

(\*\*) The sum of this amount with its similar amount in Form 4-B shall be equal to the annual Operating and Maintenance Cost of the project, expressed as of the date of submission of the Offer, as stated in Form 4.

Signature of the Legal Representative: .....

Name of the Legal Representative: .....

Bidder: .....



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**Form 5**  
**Guarantee to challenge to the Awarding of the Successful Bid**

Lima, .... 20....

Messrs.

**PRIVATE INVESTMENT PROMOTION AGENCY  
PROINVERSIÓN**

Av. Enrique Canaval Moreyra Nro. 150  
Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Letter of Guarantee No. ....  
Due Date: .....

With due consideration:

By this means and at the request of our customers, ..... (Bidder, member of the Consortium or Related Company) we constitute a solidarity, irrevocable, unconditional bond without benefit of excussion or division and automatically executed up to the amount of four million eight hundred and thirty two thousand six hundred and eighty four United States Dollars (US\$ 4,832,684.00) in favor of PROINVERSIÓN to guarantee ..... (name of the Bidder) in the payment of such amount in any of the events indicated in this letter of guarantee.

This bond shall be effective for a term of not less than sixty (60) Days from the date of submission of the same and shall be effective in the event that, indistinctly:

- The corresponding agreement (express or implied) declares the appeal for reconsideration filed by our client to be unfounded or inadmissible and, against such resolution, the respective appeal is not filed within the term established in Subsection 13.1, and becoming consented; or
- The Board of Directors of PROINVERSIÓN confirms the agreement (express or implied) of the Committee that declared the appeal filed by our client unfounded or inadmissible; or
- Our client withdraws the motion for reconsideration or appeal.

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

It is expressly agreed that in order to honor this bond, a simple request made through a notary public at our offices located at the address indicated below will suffice, in which it is stated that the challenge filed with respect to the Bidding of reference has been declared unfounded or inadmissible by the Board of Directors of PROINVERSIÓN; or, having obtained an agreement to that effect from the Special Committee for Investment in Hydrocarbon, Electricity and Mining Projects - PRO MINING AND ENERGY, it was not appealed.

We undertake to pay the full amount of the deposit within a maximum period of 24 hours from the date of receipt of the corresponding notarized letter of demand.

Any delay in honoring it will give rise to the payment of compensatory interest in your favor, which will be calculated at the legal interest rate in foreign currency, plus a 3.0% spread.

The legal interest rate shall be the rate published by the Superintendency of Banking, Insurance and AFP corresponding to the date of issuance of this bond, and interest shall accrue as from the date on which payment of this bond is required.

Sincerely,

.....

Signature and stamp

Name of the bank issuing the guarantee: .....

Bank address: .....





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Form 6
Notification of Information
AFFIDAVIT

Lima, .... 20....

Messrs.

PRIVATE INVESTMENT PROMOTION AGENCY
PROINVERSIÓN

Av. Enrique Canaval Moreyra Nro. 150
Lima 27, Peru

Reference: Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Interested Party: .....

We hereby declare under oath as follows:

That, in accordance with the provisions of subsection 20.4 of Article 20 of the Sole Ordered Text of Law 27444, Law of the General Administrative Procedure, approved by Supreme Decree No. 004-2019-JUS, we expressly accept that any notification or communication (including Official Letters) to be made within the framework of the private investment promotion process regulated by these Bidding Terms, shall be notified through the following e-mail addresses:

- 1. ....
2. ....

That, we commit, during the private investment promotion process, to maintain the two e-mail accounts active, otherwise it will be understood that PROINVERSIÓN and the Committee are not responsible.

Legal Representative or Interested Party's Authorized Agent Signature: .....

Name: .....
Identity Card: .....
Address: .....
Phone: .....

Note: In the case of a Consortium, state the name of the company or companies, as applicable, that shall form the Consortium; name, signature, and identity document of the Legal Representative of the Consortium.



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**Form 7**  
**Validity of Information**  
**AFFIDAVIT**

Lima, .... 20....

Messrs.  
**PRIVATE INVESTMENT PROMOTION AGENCY**  
**PROINVERSIÓN**  
Av. Enrique Canaval Moreyra Nro. 150  
Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Bidder: .....

We hereby declare under oath that the information, declarations, certification and, in general, all the documents submitted in the Qualification Envelope are reliable, remain valid to date and shall remain so until the date of execution of the Contracts, notwithstanding the provisions of subsection 9.2.4 of these Bidding Terms.

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

Signature of the Bidder's Legal Representative: .....  
Name of Bidder's Legal Representative: .....  
Identity Card: .....



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Form 8
Acceptance of the Bidding Terms and Contracts
AFFIDAVIT

Lima, .... 20....

Messrs.
PRIVATE INVESTMENT PROMOTION AGENCY
PROINVERSIÓN
Av. Enrique Canaval Moreyra Nro. 150
Lima 27, Peru

Reference: Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Bidder:.....

In case the Bidder is a legal entity, the declaration shall begin with the following text:

Hereby, (name of Bidder), as well as its shareholders (or partners, as the case may be), hereby declare under oath the following:

In case the Bidder presents itself in a Consortium, it shall begin the declaration with the following text:

Hereby, (name of the Bidder); its members: and (names of each of the members of the Consortium); and the shareholders (or partners, as the case may be) of the aforementioned members, declare under oath the following:

- 1. That we abide by all the provisions inherent to the Bidding and Awarding of the Successful Bid; provisions established in the Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 1362, and its Regulations, approved by Supreme Decree No. 240-2018-EF; the Bidding Terms and its Official Letters.
2. That we have examined and are in agreement with these Bidding Terms, the Contracts and other background information and documents of the same, expressly accepting the obligations imposed by the compliance with Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 1362, and its Regulations, approved by Supreme Decree No. 240-2018-EF, these Bidding Terms, the Concession Contracts and other Applicable Laws and Provisions, having no objection or objection to formulate. Consequently, we release PROINVERSIÓN, its officers, advisors and consultants from all liability for any errors or omissions that may be contained in the aforementioned background information and documents.
3. That, in case of being awarded of the Successful Bid, we commit that the Concession Contracts shall be signed by the Concessionaire.

Signature of the Bidder's Legal Representative:
Name of Bidder's Legal Representative:
Identity Card:



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**Form 9**  
**Declaration of not being impeded from contracting with the State**  
**AFFIDAVIT**

Lima, .... 20....

Messrs.

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra Nro. 150

Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Bidder: .....

***Drafting in case the Bidder is a legal entity:***

Hereby, ..... (name of Bidder), declare under oath that we are not included within the scope of Article 29 of Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets.

Signature of the Bidder's Legal Representative: .....

Name: .....

Identity Card: .....

***Drafting in case the Bidder is a Consortium:***

Hereby, ..... (name of the Bidder) integrated by ..... (name of each of its members), declare under oath that we are not included within the scope of Article 29 of Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets.

Signature of the Legal Representative of (Member): .....

Name: .....

Identity Card: .....

Company: .....

Signature of the Legal Representative of (Member): .....

Name: .....

Identity Card: .....

Company: .....



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**Form 10**  
**Validity of the powers of the Legal Representatives**  
**AFFIDAVIT**

Lima, .... 20....

Messrs.

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra Nro. 150

Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Interested Party: .....

We hereby declare under oath that the powers of attorney of the Legal Representatives presented in the Qualification Envelope remain valid as of today and shall remain so until the Closing Date of the Bidding, notwithstanding the provisions of Subsection 9.2.4 of the Bidding Terms.

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

Signature of the Interested Party's Legal Representative: .....

Name of the Interested Party's Legal Representative: .....

Identity Card: .....

Company: .....



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Form 11
Transfer of the Participation Right (\*)

Lima, .... 20....

Messrs.
PRIVATE INVESTMENT PROMOTION AGENCY
PROINVERSIÓN
Av. Enrique Canaval Moreyra Nro. 150
Lima 27, Peru

Reference: Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

We hereby declare under oath as follows:

That \_\_\_\_\_ (name of the person who submits the Qualification envelope),
acquired the Participation Right, through \_\_\_\_\_ (name of the person who paid such right)
\_\_\_\_\_, which is \_\_\_\_\_ (as the case may be, to place: i) One of our shareholders or
partners, or a Related Company to us or to one of our shareholders or partners, or ii) Who assigned its
Participation Right, through assignment of rights).

Grantor: .....

Signature of the Grantor's Legal Representative: .....

Name of the Grantor's Legal Representative: .....

Identity Card: .....

Interested Party: .....

Signature of the Interested Party's Legal Representative: .....

Name of the Interested Party's Legal Representative: .....

Identity Card: .....

(\*) In case the legal entity that acquired the Right of Participation is the same one that submits the envelope No. 1,
this Form shall not be required to be submitted.



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**Form 12**  
**Validity of the documentation referred to in the "Certificate of Validity of Qualification Documents".**  
**(Reference: Simplified Procedure)**

**AFFIDAVIT**

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

Messrs.  
**PRIVATE INVESTMENT PROMOTION AGENCY**  
**PROINVERSIÓN**  
Av. Enrique Canaval Moreyra Nro. 150  
Lima 27, Peru

**Reference:** Comprehensive Project Bidding for the concession of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

Interested Party: .....

We hereby declare under oath that the documentation submitted in the Bidding Process (indicate the name of the process in which the documentation was submitted in order to qualify) for the purpose of obtaining our qualification as Bidder, or as member of a Consortium, as of the date of execution of this document is still in force, and that there have been no changes in such documentation.

The documentation referred to is as follows:

- 1. ....
- 2. ....
- 3. ....

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

Signature of the Interested Party's Legal Representative: .....

Name of the Interested Party's Legal Representative: .....

Identity Card: .....





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## Annex No. 1

### Schedule

ACTIVITY	DATES
<b>1. Call for Bid and publication of the Bidding Terms</b>	Within ten (10) days of the approval of the Bidding Terms
<b>2. Bidding Terms</b>	
2.1. Consultations to the Bidding Terms	Up to Wednesday, 01.18.23
2.2. Response to consultations to the Bidding Terms	Up to Wednesday, 02.01.23
2.3. Publication of Consolidated Bidding Terms	Tuesday 03.21.23
<b>3. Contracts</b>	
3.1. Initial Version of the Contracts	With the Call for Bid
3.2. Recommendations to the Initial Version of the Contracts	Up to Wednesday, 08.24.22
3.3. Second Version of the Contracts	Friday, 09.16.22
3.4. Recommendations to the Second Version of the Contracts	Up to Monday 10.24.22
3.5. Delivery of the Final Version of the Contracts	Tuesday 03.21.23
<b>4. Qualification</b>	
4.1. Payment of the Participation Fee	Up to Thursday, 02.02.23
4.2. Qualification Request Submission	Up to Tuesday 02.07.23
4.3. Correction of observations	Up to Tuesday 02.14.23
4.4. Qualification Announcement	Thursday 03.16.23
4.5. Formation or modification of Consortiums	Up to Thursday 03.30.23
<b>5. Presentation of Offers and Successful Bid</b>	
5.1. Submission of envelopes No. 1 and No. 2 and Successful Bid (*)	Within 30 calendar days from the delivery of the Final Version of the Contracts (**)
5.2. Correction of Observations to Envelope No. 1	3 Days after the presentation of Offers
5.3. Opening of Envelope No. 2 and Successful Bid	
<b>6. Bidding Closing Date</b>	Within 90 calendar days of the awarding of the Successful Bid

(\*) In case any document in the envelope No. 1 should be corrected, proceed according to activities 5.2 and 5.3.

(\*\*) In the event of a non-working day, it will be carried out the following working day.

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## Annex No. 2

### Definitions

**1.- Awarding of the Successful Bid:**

It is the statement to be made by the Committee or its representative once it has determined the Successful Bidder.

**2.- Successful Bidder:**

It is the Bidder who is awarded the Successful Bid.

**3.- Private Investment Promotion Agency – PROINVERSIÓN:**

It is the specialized technical body attached to the Ministry of Economy and Finance with legal personality, technical, functional, administrative, economic, and financial autonomy, in charge of designing, conducting, and concluding the process of promoting private investment through the modality of Public Private Partnerships and Projects in Assets under the scope of its competence, unifying the decision making within the process as provided in Legislative Decree No. 1362 and its Regulations.

**4.- Authorized Agents:**

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

**5.- Governmental Authority:**

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

**6.- Bidding Terms:**

This is the present document, including its annexes, forms and the Official Letters issued by the Project Director, establishing the terms under which the Bidding shall be carried out.

**7.- Qualification:**

It is the procedure within the Bidding, which has the purpose of selecting those who have demonstrated compliance with the established requirements and therefore are able to submit Offers.

**8.- Official Letter:**

It is the communication issued in writing by the Project Director, whether of specific or general effects, with the purpose of completing, clarifying, interpreting, specifying or modifying the content of the Bidding Terms, or other Official Letters, or to answer queries formulated by those authorized to do so. The Official Letters shall form an integral part of the Bidding Terms. They may also be issued to communicate to the Interested Parties or Bidders, as the case may be, information related to the Bidding, with the prior approval of the Committee, Executive Director or Board of Directors, as the case may be.

**9.- Commission for the Reception and Evaluation of Qualification Envelopes or Commission:**

This is the group of professionals who have been delegated powers by the Project Director to receive and evaluate the Interested Parties' Qualification Envelopes.

**10.- Committee:**

It is the Special Committee for Investment in Hydrocarbon, Electricity and Mining Projects - PRO MINING AND ENERGY.



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**11.- Grantor:**

It is the State of the Republic of Peru, represented by the Ministry of Energy and Mines.

**12.- Concession:**

It is the legal relationship of Public Law established between the Grantor and the Concessionaire as from the Closing Date, whereby the Grantor grants the Concessionaire the right to the economic exploitation of the public service, during its term, including the design, financing, construction, operation and maintenance of the Projects, in accordance with the terms of each Contract and the Applicable Laws and Provisions.

**13.- Concessionaire:**

It is the pre-existing legal entity or a new one constituted by the Successful Bidder under the Applicable Laws and Provisions and has as its corporate purpose the development of electricity transmission activities; and in which the Qualified Operator is the holder of the Minimum Participation. It will sign the Contracts with the Grantor.

**14.- Comprehensive Project Bidding or Bidding:**

It is the selection process regulated by these Bidding Terms for the concession delivery of the projects "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations".

**15.- Board of Directors:**

It is the highest authority of PROINVERSIÓN.

**16.- Consortium:**

It is the grouping of two or more legal entities (national or foreign) that has been formed or that presents a formal promise to be formed, with the purpose of participating as Bidder in this Bidding. One of these members must be an operator.

**17.- Concession Contracts or Contracts:**

These are the documents, including the annexes, and any other document that is integrated to these, executed between the Grantor and the Concessionaire, through which the obligations and rights between said parties are governed during the term of the Concession, to develop each Project.

**18.- Control:**

It is the capacity to direct or determine the decisions of the board of directors, the shareholders' or partners' meeting, or other decision-making bodies of a legal entity.

**19.- Total Service Cost:**

This is the sum of the annual operating and maintenance cost, plus the investment cost annuity calculated at a rate of 12% and a 30-year period for each project.

**20.- Schedule:**

This is the chronological sequence of activities that will be developed during the Competition and is indicated in Annex No. 1.

**21.- Affidavit:**

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



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**22.- Right of Participation:**

It is the right that allows a legal entity or Consortium to participate in the Bidding. It is acquired upon payment of Five Thousand and 00/100 United States Dollars (US\$ 5,000.00), including VAT, (net of commission and transfer expenses). The payment of the Participation Fee is non-refundable and is credited with the corresponding proof of payment.

**23.- Days:**

These are working days, i.e. days other than Saturdays, Sundays or holidays, including those that are not working days for the Public Administration at the national level.

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

**24.- Project Manager:**

It is responsible for conducting and concluding the private investment promotion process, in accordance with the functions and attributions established by the Applicable Laws and Provisions and these Bidding Terms.

**25.- Executive Director:**

It is the highest executive authority, legal representative, head of PROINVERSIÓN and of the budget sheet, in accordance with the functions and attributions established by the Applicable Laws and Provisions and these Bidding Terms.

**26.- United States Dollar or Dollar or US\$:**

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

**27.- 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.

**28.- Parent Company:**

It is a company that owns the Control of another company. Also considered in this definition a company that has the Control of a Parent Company, as defined herein, and so on.

**29.- Subsidiary Company:**

It is a company whose Control is in the hands of a Parent Company. Also included in this definition a company whose Control is in the hands of a Subsidiary Company, as defined herein, and so on.

**30.- Related Company:**

It is any Affiliated, Parent or Subsidiary Company, among which the existence of a relationship is presumed, in any of the following cases:

- a. When they are part of the same economic group.
- b. When the same guarantee backs the obligations of both, or when more than 50% of the obligations of one of them are guaranteed by the other, and the other is not a company of the financial system.
- c. When more than 50% of the obligations of one legal entity are credit of the other, and the other is not a company of the financial system.
- d. When a legal entity has, directly or indirectly, an interest in the capital stock of another legal entity that allows it to have a presence on its board of directors.
- e. When one third or more of the members of the board of directors or managers of one of them are directors, managers, or workers of the other.



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**31.- Financial Entity:**

These are the banking and insurance companies referred to in Annex No. 6, which are authorized to issue the guarantees required in the Bidding.

**32.- Closing Date:**

This is the day and time on which the acts established in Annex No. 5 of the Bidding Terms shall be carried out and the Contracts shall be signed.

**33.- FONCEPRI:**

It is the Private Investment Promotion Fund whose resources are destined to finance the activities of the promotion processes of the projects developed under the modalities regulated in the Legislative Decree No. 1362.

**34.- Guarantee of Validity, Effectiveness and Seriousness of the Offer**

This is the letter of guarantee that shall be joint and several, unconditional, irrevocable, without benefit of excussion or division and of automatic execution, which shall be submitted by the Bidder in favor of PROINVERSIÓN, to guarantee the validity, effectiveness and seriousness of its Offer and the fulfillment of the obligations foreseen for the Closing Date, according to the model attached as Form 2.

**35.- Interested Party:**

It is the legal entity (national or foreign) or member of the Consortium that acquires the Participation Right.

**36.- General Sales Tax - IGV:**

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

**37.- Applicable Laws and Provisions:**

It is the set of legal provisions that regulate and/or directly or indirectly affect the Bidding Terms and each Concession Contract. They include the Political Constitution of Peru, the laws, regulations with the rank of law, supreme decrees, regulations, directives and resolutions, as well as any other that, in accordance with the legal system of the Republic of Peru, that are applicable, which shall be mandatory for the Bidding Terms and each Contract.

**38.- Offer:**

This is the economic proposal submitted by the Bidder through Form 4 of the Bidding Terms and shall be valid until the Closing Date.

**39.- Qualified Operator:**

It is the Interested Party or, in the case of a Consortium, the Member, which directly or through a Related Company has accredited compliance with the technical requirements set forth in the Bidding Terms and Conditions and shall assume the rights and obligations established in each Contract. In the shareholding structure of the Concessionaire, it must own and maintain the ownership of the Minimum Participation.

**40.- Minimum Participation:**

Twenty-five percent (25%) of the subscribed and paid-in capital stock of the Concessionaire that corresponds to the Qualified Operator, as stipulated in each Contract. The Qualified Operator may not assign to third parties the political and patrimonial rights derived from its Minimum Participation or limit the exercise thereof. This percentage must be maintained in the case of capital increases.



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**41.- Bidder:**

It is the Interested Party whose documentation, duly submitted through the Qualification envelope, has complied with the requirements established in the Bidding Terms, being thus accepted and expressly declared by the Project Director. It is suitable for the presentation of envelopes No. 1 and No. 2.

**42.- Projects:**

These are the "500 kV Huánuco - Tocache - Celendín - Trujillo Link, Extensions and Associated Substations" and "500 kV Celendín - Piura Link, Extensions and Associated Substations" projects, whose electrical infrastructure is described in Annex No. 1 of each Contract.

**43.- Commercial Start-up or POC:**

It is the date when the Concessionaire begins to provide the Service and is authorized to charge the Rate Base.

**44.- Legal Representative:**

It (they) is (are) the natural person(s) designated as such by the Interested Party or Bidder, with sufficient capacity to bind its principal, in accordance with the provisions of the Bidding Terms.

**45.- Service:**

It is the public electric power transmission service to be provided by the Concessionaire through the Projects under the terms of each Contract and the Applicable Laws and Provisions.



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## Annex No. 3

### Qualification Requirements

#### 1.- Financial Requirements:

The Interested Party or member(s) of the Consortium, directly or through one or more of its Related Company(ies) whose figures or experience are invoked to qualify, must have, individually or jointly in the last completed fiscal year:

- 1.1 A minimum Net Worth of two hundred million United States Dollars (US\$ 200,000,000) and,
- 1.2 A minimum Total Assets of six hundred million United States Dollars (US\$ 600,000,000).

#### 2.- Technical Requirements:

2.1 The Interested Party or member(s) of the Consortium, directly or through any of its Related Company(ies), or by virtue of a contract with a third party, shall demonstrate that it operates or has operated, within the period from January 1, 2019, electric power transmission systems, of the following characteristics:

- A. Length of transmission lines: Not less than one thousand kilometers (1,000 km), at voltages equal to or greater than 220 kV;
- B. Transformation capacity: Not less than seven hundred MVA (700 MVA) in substations, at voltages equal to or greater than 220 kV.

2.2 The technical requirements may be accredited by more than one Company related to the Interested Party or to the member of the Consortium that has operated or is operating electric transmission systems.

2.3 For the accreditation of the technical requirements, the following must be submitted:

- i. Enabling title (concession or other) that authorizes to carry out the electric transmission activity, or
- ii. Certificate issued by the owner of a transmission line, stating that the Interested Party or the member of the Consortium, or its Related Companies, in the period and characteristics indicated in section 2.1 of this Annex, performs or has performed for two years the corresponding operation and maintenance, or
- iii. Operation and maintenance contract for a transmission line, or
- iv. Document issued by the competent authority accrediting operation and maintenance.

**NOTE:** Whoever accredits the financial and/or technical experience, may apply for the bidding process with only one Bidder. This condition applies to its Related Companies.

#### 3.- Legal Requirements:

The Interested Party, its Related Companies whose figures are invoked to qualify or the third party accrediting the technical experience requested, declare that:

- 3.1 Have not contracted the natural or legal persons referred to in Subsection 2.12 to directly or indirectly provide consulting services related to the projects of this promotion process.





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- 3.2 They are not barred from participating in the Bidding process, in accordance with the provisions of Article 29 of Legislative Decree No. 1362. That is, they are not under the scope of Article 1366 of the Civil Code; they do not have impediments established in Article 11 of Law No. 30225, State Procurement Law, or regulation that substitutes it; not having impediments established by regulations with the status of law; having been awarded Public-Private Partnership contracts, they have ceased to be so due to non-compliance with the contract. This last impediment is valid for two (2) years and extends to the Qualified Operator and/or those who have exercised control of the investor at the time of the termination and/or expiration of the respective contract.
- 3.3 They are not impeded or subject to contractual, judicial, arbitration, administrative, legislative or other restrictions to assume and comply with all the obligations that correspond to them or derive from the Bidding Term, the submission of Offers or the subscription of the Contracts.
- 3.4 They waive the right to invoke or exercise any diplomatic or any other privilege or immunity, as well as to file any claim through diplomatic channels and any right of set-off or other right in connection with any claim that may be brought by or against the Peruvian State, PROINVERSIÓN, the Grantor, its officers and advisors, the Committee and its members under Peruvian law or under any other legislation with respect to any of the obligations that correspond or may correspond to them under the Bidding Terms, the Offer or the Contracts.
- 3.5 These are companies duly incorporated and validly existing under the laws of the country or place of their incorporation, and which are maintained in good standing in accordance with the applicable legal principles of the country of origin. Likewise, that the Legal Representatives participating in the Bidding are validly empowered with sufficient powers to represent them in all acts and declarations related to the Bidding.
- 3.6 They are not companies guaranteed by the State to obtain resources from abroad which, due to noncompliance with their obligations, have become public debt, unless the debt with the State has been fully honored (Article 17 of Law No. 30881 or its successor).

To prove this information, it will be necessary for the Interested Party and the members of the Consortium, if applicable, to sign, through their Legal Representative, Form 1, which has the nature and effects of an Affidavit. The aforementioned legal requirements must also be complied with by the Successful Bidder until the Closing Date.



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## Annex No. 4

### Method for determining the best Offer

#### 1.- Content of the Offer

As shown in Form 4, the Bidder shall propose in its Offer:

- 1.1 An amount expressed in US\$, denominated Investment Cost (IC), which represents, at the discretion of each Bidder, the value of the investment, excluding VAT, of each project expressed as of the date of submission of the Offer.
- 1.2 An amount expressed in US\$, denominated Operation and Maintenance Cost (CO&M), which represents, at the discretion of each Bidder, the value of the annual operation and maintenance cost, excluding VAT, of each project expressed as of the date of submission of the Offer.

#### 2.- Offer Evaluation

- 2.1 Only the Offers that present values for the Investment Cost (IC) and the annual Operation and Maintenance Cost (CO&M) of each project that are equal to or lower than the respective maximum values to be ratified by the Executive Director of PROINVERSIÓN, prior approval of the Committee, shall be acceptable. These values shall be communicated by Official Letter.
- 2.2 The Total Service Cost of each project will be calculated on the values of Form 4 using the following formula:

$$\text{Total Service Cost} = aIC + CO\&M$$

Where:

aIC = Investment Cost Annuity calculated with a 12% rate and a 30-year period.

CO&M = Annual Operating and Maintenance Cost

- 2.3 The Successful Bidder shall be the Bidder that offers the lowest sum of the total service cost of the projects.
- 2.4 The Committee or its representative shall award the Successful Bid if there are at least two (2) valid Offers left after reviewing the envelopes No. 1 and No. 2.

#### 3.- Provisions in the event of a tie of Offers

- 3.1 In the event of a tie between two or more Bidders, the Committee or its representative shall request the Bidders to submit a new Offer consisting of new Forms 4, 4-A, 4-AA, 4-B and 4-BB in their respective envelopes, which must be submitted within two (2) hours.
- 3.2 The new Offer shall be subject to the same terms and conditions indicated for the original Bid and shall not be higher than the original Offer of the respective Bidder, otherwise the new Offer shall have no legal effect whatsoever and the original Offer shall remain in effect for all purposes of the Bidding.
- 3.3 If no new Offer is submitted, the original Offer will remain in effect for all purposes of the Bidding.
- 3.4 If a tie persists after the act of presentation of new Offers, the Successful Bidder will be determined by drawing lots with the attendance of the Notary Public, it being understood that the Offer of the Bidder that wins the drawing will be equal to its best Offer.



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## Annex No. 5

### Closing Date Procedure

- 1.- The Successful Bidder must accredit before the Committee the legal entity that will have the status of Concessionaire and in case the Successful Bidder is a Consortium, such legal entity must be constituted, at least with the members that were the object of the Qualification. To this effect, the Successful Bidder shall send a written communication no later than forty-five (45) calendar days after the Awarding of the Successful Bid, attaching the proof of registration issued by the corresponding Public Registries. The incorporated legal entity must have as its corporate purpose the development of electricity transmission activities and prove that the Qualified Operator holds at least the Minimum Participation.  
  
Likewise, the Successful Bidder must submit a legalized copy of the documents indicated in Subsections 11.2.2, 11.2.4 and 11.2.6 presented in its Qualification Envelope with the formality established in Subsection 9.2.5, in the case of documents issued abroad, and in Subsection 9.2.6, in the case of documents issued in Peru.
- 2.- The Successful Bidder shall submit the economic-financial model for each project in accordance with the provisions of Article 35 of the Regulations approved by Supreme Decree No. 240-2018-EF, Regulation of Legislative Decree No. 240-2018-EF. 1362.
- 3.- The Successful Bidder shall certify to the Committee or its representative that:
  - 3.1. The subscribed and paid-in capital of the corporation is at least five million United States Dollars (US\$ 5,000,000) or its equivalent in Soles. The Qualified Operator must hold at least the Minimum Participation. To prove it, a simple copy of the respective deed with the proof of registration, or with the proof of entry in the Public Registry of the corresponding notarial records, must be presented. In the latter case, the Concessionaire shall submit to the Grantor the proof of registration within forty-five (45) Days after the Closing Date.
  - 3.2. In the Articles of Incorporation or in an agreement subsequent to the incorporation, the founders in the first case, or the general meeting of shareholders, or the board of directors in the second case, have ratified all the acts performed and documents subscribed by the Legal Representatives and the Authorized Agents during the Bidding, especially the preparation and presentation of the Offer, the subscription of the Contracts and any other right or obligation that corresponds to such Bidder in accordance with the Bidding Terms and Conditions and each Contract.
  - 3.3. The Concessionaire's Legal Representatives have registered and sufficient powers to execute the Contracts.
- 4.- The Successful Bidder shall deliver the Performance Bond issued by one of the financial institutions indicated in Annex No. 6 of the Bidding Terms, in accordance with the format of Annex No. 4 of each Contract. The Committee or its representative shall return to the Successful Bidder the Guarantee of Validity, Effectiveness and Seriousness of the Offer, which was delivered during the Bidding process in Envelope No. 1.
- 5.- The Successful Bidder shall pay to PROINVERSIÓN on the Closing Date, as FONCEPRI resources, up to 2% of the Total Investment Cost, which will be communicated by means of an Official Letter before the date of presentation of the envelopes No. 1 and No. 2 and Successful Bid. PROINVERSIÓN shall issue and deliver the corresponding receipt for this payment.



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Likewise, on the Closing Date, the Successful Bidder shall reimburse the expenses of the process, the amount of which shall also be communicated by means of an Official Letter prior to the date of presentation of the envelopes No. 1 and No. 2 and Successful Bid. For this payment PROINVERSIÓN shall issue and deliver the respective invoice.

In each case, a manager's check made payable to PROINVERSIÓN must be submitted.

- 6.- The Grantor shall deliver to the Successful Bidder an authenticated copy of the Ministerial Resolution appointing the official who will sign the Contracts unless such resolution has been published prior to the Closing Date.
- 7.- The Grantor shall deliver to the Successful Bidder a copy of the Supreme Decree that grants, by means of a contract, the securities and guarantees in support of the representations, securities and obligations contained in each Contract, and appoints the officer who will sign it, unless such supreme decree has been published prior to the Closing Date.
- 8.- Once the foregoing has been complied with, the Concessionaire and the Grantor shall sign three (3) copies of the final version of each Contract. Likewise, the Concessionaire and the State will sign the contract of securities and guarantees.
- 9.- Finally, the minutes of the Closing Date will be read and signed.

If the Successful Bidder fails to fulfill its obligations for the Closing Date to occur, it shall proceed in accordance with Subsection 15.4.



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## Annex No. 6

### Financial Institutions authorized to issue Guarantees

#### Appendix 1: Authorized local banking companies

##### Banking companies

National banks authorized to issue letters of guarantee will be those 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 ratings must be granted by at least two (2) risk rating agencies recognized and accredited in Peru.

##### Insurance companies

Domestic insurance companies authorized to issue letters of guarantee will be those authorized by the Superintendency of Banking, Insurance and AFP and which 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 ratings must be granted by at least two (2) risk rating agencies recognized and accredited in Peru.

#### Appendix 2: List of Authorized International Financial Institutions

##### First class foreign banks:

First category foreign banks, included in the list approved by the Central Reserve Bank by means of Official Letter No. 008-2022-BCRP, or the regulation that modifies or substitutes it. Likewise, branches and/or subsidiaries of the aforementioned foreign banks shall be taken into account.

##### International financial institutions:

- Any international financial entity, with investment grade, evaluated by an entity of recognized international prestige, authorized for international classification.
- Any multilateral lending institution of which the State of the Republic of Peru is a member.

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



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### Appendix 3: Reference list of financial entities in force during the contest

#### BANKING COMPANIES

BANKING COMPANIES
1. Banco de Crédito del Perú - BCP
2. GNB Bank
3. Inter-American Finance Bank - BANBIF
4. Banco Santander Peru
5. Bank of China (Peru)
6. BBVA Banco Continental
7. Citibank Peru S.A.
8. COFIDE
9. ICBC Bank
10. Interbank
11. Mibanco
12. Scotiabank Peru

#### INSURANCE COMPANIES

INSURANCE COMPANIES
1. BNP Paribas Cardif Insurance and Reinsurance Company
2. Chubb Seguros Perú (former ACE Seguros S.A.)
3. INSUR S.A. Insurance Company
4. Interseguro Insurance Company
5. La Positiva Seguros y Reaseguros S.A.A.
6. MAPFRE Peru Insurance and Reinsurance Company
7. Pacífico Insurance and Reinsurance Company
8. Protecta Insurance Company
9. Rímac Insurance and Reinsurance
10. SECREX Compañía de Seguros de Crédito y Garantías S.A.