**REPUBLIC OF PERU**



**PRIVATE INVESTMENT PROMOTION AGENCY**

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**INITIAL VERSION OF THE CONCESSION CONTRACT FOR THE DESIGN, FINANCING, CONSTRUCTION AND IMPLEMENTATION OF EDUCATIONAL INFRASTRUCTURE AND OPERATION OF MANDATORY SERVICES FOR HIGH-PERFORMANCE SCHOOLS IN THE REGIONS OF PASCO, HUANCAVELICA AND CUSCO**

Lima, December 2020

**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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**INITIAL VERSION OF THE CONCESSION CONTRACT**

Mr. Notary Public:

Please issue in your Registry of Public Deeds one containing the Concession Contract for the design, financing, construction and implementation of Educational Infrastructure, Commissioning and Operation of Mandatory Services for High-Performance Schools (COAR) in the Regions of Pasco, Huancavelica and Cusco (hereinafter, the Concession Contract), entered into by and between:

The Ministry of Education (hereinafter, the GRANTOR), who has the delegation of powers granted by the Regional Governments of Pasco, Huancavelica and Cusco, represented by [ ], identified with National Identity Card No. \_\_\_\_\_\_\_, empowered by Ministerial Resolution No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, domiciled at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, department of Lima, Peru; and,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter, the CONCESSIONAIRE), domiciled at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Peru, duly represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, identified with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, domiciled for these purposes at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Peru, duly empowered by power of attorney registered in Entry No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Register of Legal Entities of the Lima Registry Office of the National Superintendency of Public Registries.

# BACKGROUND, DEFINITIONS, ANNEXES AND INTERPRETATION

## Background

* 1. On July 1st, 2014, through Ministerial Resolution No. 274-2014-MINEDU, the creation of the Educational Service Model for the Attention of High Performance Students was established, aimed at students in the VII cycle of Regular Basic Education; which aims to provide high performance students in third, fourth and fifth grades of secondary education in all regions of the country, an educational service with high standards of national and international quality that allows strengthening their personal, academic, artistic and/or sports skills to form a network of leaders capable of contributing to local, regional, national and global development.
  2. On August 13th, 2014, the Co-financed Private Initiative (hereinafter, CPI) was submitted to PROINVERSIÓN under the name of “*Contribution of infrastructure and complementary services to the educational management for new high-performance schools in the regions of Junín, Pasco, Huancavelica, Cusco and Ayacucho*”.
  3. On September 08th, 2014, by PRO-DESARROLLO Committee Agreement No. 214-4-2014-CPI COAR Junín, Pasco, Huancavelica, Cusco and Ayacucho, the above-mentioned CPI was admitted for processing.
  4. On October 24th, 2014, the Ministry of Education (MINEDU), through Official Letter No. 459-2014-MINEDU/DM, expressed its opinion of relevance and priority to the CPI “*Contribution of infrastructure and complementary services to the educational management for new high-performance schools in the regions of Junín, Pasco, Huancavelica, Cusco and Ayacucho*” excluding the Ayacucho region.
  5. By Regional Council Contracts No. 005-2015-G.R.P/CR[[1]](#footnote-1), No. 008-2015-GOB.REG-HVCA/CR[[2]](#footnote-2) and No. 062-A-2015-CR/GRC CUSCO, the Regional Governments of Pasco, Huancavelica and Cusco, respectively, approved in favor of MINEDU, the delegation of powers regarding the Project, under their legal powers and in accordance with articles 39 and 15 of Law No. 27867, Organic Law of Regional Governments.
  6. On February 19th, 2019, by Official Letter No. 381-2019-MINEDU/VMGI/DIGEIE, MINEDU sent to PROINVERSIÓN the feasibility study report of the National Program of Educational Infrastructure - PRONIED, Formulation Unit of MINEDU, registered on December 31st, 2018, with Code Nº 2429909, the feasibility of the project “*Creation of a specialized educational service for students in the second grade of regular elementary school with high academic performance in the regions of Junín, Pasco, Huancavelica and Cusco*” associated with the CPI.
  7. On July 2nd, 2019, MINEDU sent to PROINVERSIÓN the Report No. 00377-2019-MINEDU/DIGEIE-DIPLAN, validated by the Private Investment Promotion Committee of the mentioned Sector, whose first agreement established to request PROINVERSIÓN, the modification of the CPI, excluding COAR Junín.
  8. On July 16th, 2019, after receiving the proponent's acceptance regarding the change of scope proposed by MINEDU, by Resolution of the Executive Board No. 24-2019/DEP.37, it was resolved to approve the modification of the scope of the CPI.
  9. On August 16th, 2019, through Official Letter No. 154-2019-MINEDU/VMGI, MINEDU informed that it proceeded with the registration of Format No. 08 A: Execution Phase for investment projects of Directive No. 001-2019-EF/63.01, in the Investment Bank application of INVIERTE.PE, corresponding to the modification of the scope of the PIP with unique code 2429909, naming the project “*Creation of a specialized educational service for students in the second grade of regular elementary school with high academic performance in the regions of Pasco, Huancavelica and Cusco*”.
  10. On August 19th, 2019, by means of Letter s/n, the proponent informed that since the investment project contained in the CPI has been modified, the new name of the aforementioned CPI is *"Provision of infrastructure and complementary services for educational management for new high-performance schools in the regions of Pasco, Huancavelica and Cusco”* (hereinafter referred to as CPI COAR Centro).
  11. On August 21st , 2019, through Official Letter No. 2146-2019-MINEDU/VMGI-DIGEIE, MINEDU sent Memorandum No. 57-2019-MINEDU/VMGI-DIGEIE-DISAFIL and Report No. 1288-2019-MINEDU/VMGI-DIGEIE-DISAFIL, elaborated by the Directorate of Legal Physical Sanitation and Real Estate Registry (DISAFIL) of MINEDU, with the preliminary schedule for the legal physical sanitation of the property for COAR Cusco; and Report No. 00447-2019-MINEDU/VMGI-DIGEIE-DIPLAN with the determination of the concession area for COAR Pasco and Huancavelica.
  12. On August 21st, 2019, by means of PRO SOCIAL Committee Agreement No. 45-1-219-Education, among others, it was agreed to approve the Project Evaluation Report associated with the CPI COAR Centro, which obtained the conformity of MINEDU on September 12th, 2019, and the favorable opinion of the Ministry of Economy and Finance (MEF) on October 15th, 2019.
  13. On October 30th, 2019, Ministerial Resolution No. 537-2019-MINEDU was issued, whereby the "Educational Service Model for the attention of high-performance students", created by Ministerial Resolution No. 274-2014-MINEDU and modified by Ministerial Resolutions No. 446-2014-MINEDU and No. 238-2016-MINEDU, was updated, also modifying its denomination to "Educational Service Model for the attention of students with outstanding abilities".
  14. On December 27th, 2019, Ministerial Resolution No. 621-2019-MINEDU was published, whereby the Multiannual Report on Investments in Public-Private Partnerships of the Ministry of Education 2019-2021 was approved.
  15. On December 31st, 2019, through Resolution No. 48-2019/DEP.37 of the Executive Directorate, the PRO SOCIAL Committee Agreement No. 45-1-219-Educacion specified in paragraph 1.12 above was ratified.
  16. On February 5th, 2020, by means of PROINVERSIÓN Board of Directors Agreement No. 96-1-2020-CD, the incorporation of the Project to the private investment promotion process was approved, as well as the modality of private investment promotion of the referred Project, being that of a Co-financed Public Private Partnership.
  17. On, By means of PRO SOCIAL Committee Agreement No. , the Declaration of Interest was approved, as well as the Initial Version of the Contract, prior to the Project Transaction phase.
  18. On, through Official Letter No. , the Ministry of Education (MINEDU) issued a favorable opinion on the Initial Version of the Project Contract.
  19. On, through Official Letter No. , the Ministry of Economy and Finance (MEF) issued a prior favorable opinion on the Initial Version of the Project Contract.
  20. On, through Official Letter No. , the Office of the Comptroller General of the Republic of the Republic issued the Preliminary Report of the Project.
  21. On, By Resolution of the Executive Board No. -2020, the PRO SOCIAL Committee Agreement No. 1.16 above was ratified.

## Definitions

* 1. Capitalized terms, whether used in the singular or plural, have the meanings indicated in Annex 1.
  2. Capitalized terms, whether used in the singular or plural, that are not defined in Annex 1 or other sections of the Concession Contract, shall have the meanings ascribed to them in the Applicable Laws and Provisions, or the meaning given to the same, in accordance with their function and use, in the normal course of operations in Peru.

## Annexes

* 1. The following documents shall constitute the Annexes to this Contract, which shall form an integral part thereof:

Annex 1: Definitions

Annex 2: Agreements delegating authority to MINEDU

Annex 3: Concession Areas

Annex 4: Model of Certificate of Initial Delivery of the Concession Areas

Annex 5: Model of Certificate of Final Delivery of the Concession Areas

Annex 6: Financial Entities authorized to issue the Performance Bonds

Annex 7: Model of Performance Bond for Works and Equipment

Annex 8: Model of Performance Bond for the Operation

Annex 9: Financial Closing

Appendix 1: Model of Affidavit for Qualification of Permitted Creditor

Appendix 2: Documentation for the accreditation of Financial Closing

Appendix 3: Minimum content of the CONCESSIONAIRE's affidavit

Annex 10: Minimum Specifications for the Preparation of the Definitive Engineering Study

Appendix 1: Specifications for the Development of the Definitive Engineering Study

Appendix 2: Contents for the preparation of the topographic survey

Appendix 3: Contents for the preparation of the Soil Mechanics Study

Annex 11: Minimum Requirements for Design and Construction

Appendix 1: General Criteria

Appendix 2: Comfort Levels

Appendix 3: Architectural Program

Appendix 4: Furniture Requirements

Appendix 5: Sports Equipment Requirements

Appendix 6: Technological equipment requirements

Appendix 7: Internet Requirements

Annex 12: Basic Technical Specifications of Services

Appendix 1: Educational Infrastructure Maintenance Services

Appendix 2: Integral Cleaning, Waste Management and Pest Control Services

Appendix 3: Laundry Service

Appendix 4: Private security and safety service

Appendix 5: Food Service

Appendix 6: Mandatory Services Administration

Annex 13: Service Levels

Appendix 1: General Criteria

Appendix 2: Service Indicators

Appendix 3: Procedure for verification of compliance with the Service Levels

Annex 14: Economic-Financial Regime

Appendix 1: Adjustment mechanism, settlement and PPD payment

Appendix 2: Model of Availability Payment Report

Appendix 3: Model of Settlement Report

Appendix 4: Guidelines applicable to the Administrative Trust Contract

Annex 15: Table of Penalties

Annex 16: Socio-environmental Considerations

Appendix 1: Change of ownership of Environmental Certification

Appendix 2: Environmental Impact Statement (DIA, for its acronym in Spanish)

Annex 17: Technical Proposal

Annex 18: Economic Offer

Annex 19: Public deed of incorporation and bylaws of the CONCESSIONAIRE

Annex 20: Definitive Engineering Study (EDI, for its acronym in Spanish)

Annex 21: Final Inventory

## Interpretation

* 1. Unless otherwise stated in this Contract:
  2. The Concession Contract shall be interpreted as a unit and in no case shall its clauses be construed independently.
  3. The Contract is executed only in the Spanish language. In the event of any difference between any translation of the Contract and this one, the text of the Contract in Spanish shall prevail. Translations of this Contract shall not be considered for purposes of interpretation.
  4. Any reference to this Contract shall be construed as a reference to this document, including its Annexes, as well as any subsequent amendments in accordance with Chapter XIX.
  5. Any reference made in this Concession Contract to "Annexes", "Appendices", "Chapters", "Clauses", "Paragraphs" or "Subparagraphs", shall be understood to be made to the "Annexes", "Appendices", "Chapters", "Clauses", "Paragraphs" or "Subparagraphs" of this Concession Contract, respectively, unless expressly indicated to the contrary.
  6. All Annexes and Appendices to the Concession Contract are an integral part of the same.
  7. The headings have been included only for the purpose of systematize the submission, and should not be considered as a part of the same that limits or expands its content, or to determine the rights and obligations of the Parties.
  8. Terms in the singular shall include the same terms in the plural and vice-versa. Terms in the masculine shall include the feminine and vice versa.
  9. The use of the disjunction "or" in an enumeration shall be understood to include one or more of the elements of such enumeration.
  10. The use of the conjunction "and" in an enumeration shall be understood to include all the elements of such enumeration or list.
  11. All obligations of the Concessionaire provided for in this Contract and Applicable Laws and Provisions shall be at the Concessionaire's cost, expense and risk.

# LEGAL NATURE, PURPOSE, MODALITY AND CHARACTERISTICS

## Legal nature

* 1. The Concession subject of this Contract is granted for the design, financing, construction and implementation of Educational Infrastructure, Commissioning and Operation of the Mandatory Services of the COAR in the Regions of Pasco, Huancavelica and Cusco, in charge of the CONCESSIONAIRE. The provision of the Educational Services is the responsibility of the GRANTOR.
  2. The Concession does not imply the transfer of ownership of the Concession Assets, which at all times maintain their public status.
  3. The constitution of rights over the Concession must be compatible with its nature and be approved by the GRANTOR, as provided in the Concession Contract.

## Purpose of the contract

* 1. By this Concession Contract, the GRANTOR grants under Concession the Project to the CONCESSIONAIRE, in accordance with the provisions of the Concession Contract and the Applicable Laws and Provisions, including the following:

1. The design, financing and construction of the COAR in the Regions of Pasco, Huancavelica and Cusco, in accordance with the provisions of the Concession Contract and the Applicable Laws and Provisions.
2. The implementation of the furniture and technological and sports equipment for each of the COAR, in accordance with the provisions of Annex 11 of the Concession Contract.
3. The provision of the Mandatory Services consisting of Maintenance of the Educational Infrastructure, Integral Cleaning, waste management and pest control, laundry, private surveillance and security, food and administration of the Mandatory Services. Likewise, the CONCESSIONAIRE shall guarantee and assume the cost of internet services, mobile and landline telephony, electric power supply, drinking water and drainage, fuel supply.
4. The reversion of the Concession Assets upon Termination (for any grounds) of this Contract and of the Affected Assets to the Concession in the event of Termination due to expiration of the Contract as provided in Chapter XV.

## Modality

* 1. The participation of private investment for the development of the Project is a Co-financed Public-Private Partnership, in the contractual modality of Concession, in accordance with the provisions of paragraph 1 of Article 22 of Legislative Decree No. 1362 and paragraphs 29.3 and 29.4 of Article 29 of the Regulations of Legislative Decree No. 1362.

## Characteristics

* 1. Notwithstanding the multiplicity of activities and services into which the purpose of this Concession Contract is divided, is unitary in nature and responds to a single cause.
  2. The Concession Contract is principal, of reciprocal benefits, of consecutive nature and of continuous performance.
  3. This Contract establishes the Service Levels that the CONCESSIONAIRE shall be obliged to comply with during the term of the Contract, as detailed in Annex 13.
  4. All tacit or express approvals, compliances, opinions or similar, issued by the GRANTOR, do not imply the release of the CONCESSIONAIRE'S responsibilities, as set forth in this Concession Contract.

# EVENTS AT THE CLOSING DATE

## Representations of the Parties

## Representations of the CONCESSIONAIRE

* 1. The CONCESSIONAIRE warrants, as of the Closing Date and during the term of the Concession, as applicable, the truthfulness of the following representations:

1. That, it is a corporation duly incorporated under the laws of the State of the Republic of Peru, and the Minimum Strategic Partner Participation, the bylaws and the constituent documents of the CONCESSIONAIRE comply with the requirements set forth in the Declaration of Interest.
2. That, in accordance with its corporate purpose, it is duly authorized and has the capacity to assume the obligations corresponding to it as a consequence of the execution of this Contract, having complied with all the necessary requirements to formalize the same and to comply with the commitments considered therein, as well as all the acts and/or procedures required by the Applicable Laws and Provisions and its corporate documents to authorize the execution of this Contract.
3. That, it is not necessary the performance of other acts or procedures by the CONCESSIONAIRE, nor the obtaining of any consent from other legal entities, to authorize the signing and performance of the obligations corresponding to it under the Concession Contract.
4. That, the Concession Contract is duly and validly signed by the representative of the GRANTOR and constitutes a valid, binding and enforceable obligation for the CONCESSIONAIRE.
5. That the CONCESSIONAIRE has no impediment to contract in accordance with the provisions of Article 1366 of the Civil Code, Article 29 of Legislative Decree No. 1362, Article 11 of Law No. 30225, as amended, any other impediment contained in a regulation with legal rank, or regulations that amend or replace them, and is not administratively sanctioned with temporary or permanent disqualification in the exercise of its rights to contract with the State.
6. That the present Contract is economically-financially balanced.
7. That, the signature, delivery and performance of the Contract, as well as the fulfillment of the obligations considered herein by the CONCESSIONAIRE are within its powers and have been duly authorized by its competent corporate bodies.
8. That, the CONCESSIONAIRE declares that neither it, nor its shareholders, partners or Related Companies, nor any of their respective directors, officers, employees, nor any of their advisors, representatives or agents, have paid, offered, or attempted to pay or offer, or will attempt to pay or offer in the future any illegal payment or commission to any authority related to the approval of the Declaration of Interest, the award, the Concession or the execution of this Concession Contract. For the determination of the economic relationship, the provisions of SMV Resolution No. 00019-2015-SMV/01, as amended, shall apply. Otherwise, it shall proceed in accordance with the provisions of Clause 15.1.7 of this Contract.

it is expressly established that if it is verified that any of the natural or legal persons mentioned in this paragraph have been convicted pursuant to a final or enforceable judgment or have admitted and/or acknowledged the commission of any of the crimes typified in Section IV of Chapter II of Title XVIII of the Criminal Code, or equivalent crimes in case they have been committed in other countries, before any competent national or foreign authority, in relation to the execution of this Contract, the Concession, the Declaration of Interest or the award; the Contract shall be terminated in its own right and the provisions regarding Early Termination, established in Chapter XV of the Contract, shall be applicable.

1. That, there are no actions, judicial processes, arbitration or other legal proceedings in progress, nor judgments, awards or decisions of any kind not executed, against the CONCESSIONAIRE, its shareholders or the Strategic Partner, which are intended to prohibit or otherwise prevent or limit the performance of the commitments or obligations considered in this Contract.
2. That, all the information, representations, certifications and, in general, all the documents submitted prior to the Closing Date, remain in force.
3. That, the CONCESSIONAIRE hereby states that any contracts entered into with third parties shall not be enforceable against the GRANTOR.
4. That, the CONCESSIONAIRE acknowledges and accepts that its decision, including the decision to prepare, determine and submit the Technical Proposal and Financial Offer and to enter into this Contract, has been based on its own investigations, examinations, inspections, analyses, studies and risk assessments, on which the economic-financial model referred to in subparagraph (1) of the Clause 3.3 of the Contract has been elaborated.
5. That, the CONCESSIONAIRE acknowledges and accepts that (i) the GRANTOR or any of its agencies, PROINVERSIÓN, the advisors and the State of the Republic of Peru or any agency thereof, do not guarantee, either expressly or implicitly, the completeness, integrity, reliability, accuracy or truthfulness of the information, verbal or written, provided for the purposes of, or within the Declaration of Interest or the Tender. Accordingly, none of the aforementioned parties or their representatives, agents or dependents shall have any liability whatsoever for the use that may be made of such information or for the completeness, reliability, accuracy or truthfulness of such information or for the use that the CONCESSIONAIRE may have made of it.

The aforementioned limitation reaches, in the broadest possible manner, to all the information related to the Declaration of Interest or the Tender that was effectively known, to the information not known and to the information that at any time should have been known, including the possible errors or omissions contained therein, by the GRANTOR, PROINVERSIÓN, the advisors and the State of the Republic of Peru or any agency thereof. Likewise, such legal disclaimer reaches all information, whether or not supplied or prepared, directly or indirectly, by any of the aforementioned parties.

The legal disclaimer also extends to all general information provided by PROINVERSIÓN, marketing documents, as well as that provided through any other form of communication.

1. That the CONCESSIONAIRE acknowledges and agrees that (i) the GRANTOR is not obliged to update the information, verbal or written, provided during the phases preceding the Closing Date, or otherwise, within the framework of the referred process; and, (ii) the GRANTOR, its representatives, agents, advisors or dependents shall have no liability whatsoever for the failure to update such information.
2. That the tacit or express approvals, conformities, opinions or similar, issued by the GRANTOR or the Supervisor, as the case may be, do not imply that the responsibilities of the CONCESSIONAIRE are released, in accordance with the provisions of this Concession Contract.
3. That the CONCESSIONAIRE shall obtain the licenses, authorizations, or permits required for the execution of the Works, as well as for the Operation and maintenance of the Concession, complying with the requirements established by the Applicable Laws and Provisions.
4. That, the CONCESSIONAIRE, the Strategic Partner and the shareholders of both shall keep confidential the reserved information provided to them by the GRANTOR, or the information whose confidentiality is required by the Applicable Laws and Provisions. The CONCESSIONAIRE may only disclose such confidential or reserved information with the prior written authorization of the GRANTOR.
5. That the CONCESSIONAIRE, and its shareholders or stockholders, expressly, unconditionally and irrevocably waive any diplomatic claim for controversies or conflicts that may arise from the Concession Contract.
6. That the CONCESSIONAIRE has executed prior to the Closing Date, the Certificates of Initial Delivery of the Concession Areas for the implementation of the Concession Contract, in accordance with the Initial Inventory, as per Annex 4 of the Contract.
7. If, after execution of the Concession Contract any of the above-mentioned representations of the CONCESSIONAIRE are proven to be false, this Concession Contract shall terminate for causes attributable to the CONCESSIONAIRE and shall proceed in accordance with the provisions of Chapter XV, and to execute the Performance Bond in force at that time.

## Representations of the GRANTOR

* 1. The GRANTOR warrants to the CONCESSIONAIRE, as of the Closing Date and during the Concession Term, as applicable, the truthfulness of the following representations:

1. That, the GRANTOR is duly authorized under the Applicable Laws and Provisions to act as such in the Contract. The signing, delivery and compliance by the GRANTOR of the commitments provided for in the Contract, are within its powers, in accordance with the Applicable Laws and Provisions.

No other action or proceeding by the GRANTOR or any other Competent Governmental Authority is necessary to authorize the execution of the Contract or for the performance of the obligations of the GRANTOR included therein.

1. That, this Contract is duly and validly executed by the Entity's Representative and constitutes a valid, binding and enforceable obligation of the Entity.
2. That, there is Availability of the Concession Areas, comprising the three (3) lands located in the regions of Huancavelica, Pasco and Cusco, necessary for the implementation of the Project, under the terms established in the Certificate of Initial Delivery of the Concession Areas, which has been signed by the Parties to the Concession Contract.
3. That, it will be responsible for completing the Physical and Legal Sanitation of the properties that are consigned in the Certificate of Initial Delivery of the Concession Areas, until the date of conformity of the Definitive Engineering Studies (EDI).
4. That, it has complied with all the administrative actions, requirements, demands and obligations to enter into this Contract and to duly meet its stipulations.
5. That, there are no laws in force that prevent the GRANTOR from complying with its obligations under this Contract. There are no actions, lawsuits, investigations, litigations or proceedings in progress before a jurisdictional body, arbitration court or Competent Governmental Authority, sentences or awards or decisions of any kind not made, which prohibit, oppose or in any way prevent the execution or performance of the Contract terms by the GRANTOR.
6. That, by means of this Contract, the CONCESSIONAIRE is authorized to constitute a mortgage on the Concession in accordance with the provisions set forth in the paragraph a) of the Clause 8.7.1, as provided for in Article 26 of Legislative Decree No. 1362.
7. That, the provisions in the Contract have been provided on the basis of the Applicable Laws and Provisions.
8. That, this contract is economically-financially balanced.
9. That, during the term of the Concession Contract, it shall not grant any concession or license affecting the rights acquired by the CONCESSIONAIRE by virtue of this Contract.

## Findings at Closing Date

* 1. The CONCESSIONAIRE, as of the Closing Date, has complied with the following:

1. Submit the certified copy of the public deed of incorporation and bylaws of the CONCESSIONAIRE, with evidence of registration, in order to prove: (i) that it is a legal entity validly incorporated in accordance with the Applicable Laws and Provisions; and, (ii) that it has at least the same partners, shareholders, shareholders or members, and in the same proportions that these maintained as members of the Awardee, not being allowed in the shareholding structure of the CONCESSIONAIRE, the participation of any person that has submitted, directly or indirectly through a Related Company, an Economic Offer.

The requirement referred to in item (ii) shall not be applied when the Awardee is a single legal entity, in which case, it shall only have, as a minimum, the Minimum Shareholding within the CONCESSIONAIRE.

1. Prove that twenty-five percent (25%) of the minimum capital stock is fully subscribed and paid in cash. The minimum capital stock amounts to S/ 37'408,604.35 (Thirty-seven million four hundred and eight thousand six hundred and four and 35/100 Soles).

Furthermore, the CONCESSIONAIRE shall constitute the minimum capital stock, so that it is fully subscribed and paid in cash by one hundred percent (100%) prior to the request for accreditation of the Financial Closing, otherwise the provisions set forth in Chapter XV of the Contract shall be applicable, without prejudice to the corresponding penalties.

Said capital stock shall be maintained at least until the signing of the third Certificate of Commencement of Operation, after which the capital stock may be reduced up to an amount equivalent to twenty-one percent (21%) of the PPD assigned to the Project, which shall be informed to the GRANTOR within fifteen (15) days after the reduction of the capital stock, according to the rules set forth in paragraph iv of subparagraph c of this Clause.

In case of non-compliance by the CONCESSIONAIRE, the penalties set forth in Annex 15 shall be applicable and the procedure set forth in Chapter XV shall apply.

In order to evidence the integration of the capital stock , the CONCESSIONAIRE shall submit to the GRANTOR, under penalties set forth in Annex 15: (i) the public deed of incorporation of the CONCESSIONAIRE and, if applicable, the public deed of capital stock increase, in cash, and partial amendment of the bylaws, with evidence of registration; (ii) the accounting entries evidencing the registration of the funds, in cash, deposited by the partners, shareholders or equity holders of the CONCESSIONAIRE; (iii) the certificate of deposit from the institution of the national financial system where the corresponding deposit was made.

1. The by-law referred to in Paragraph a of this Clause must contain at least the following provisions, under application of the penalties set forth in Annex 15:

(i) The corporate purpose must be limited exclusively to the execution of the purpose of the Contract.

(ii) A restriction on the free transfer, disposition or encumbrance of the shares or participations of the Strategic Partner in favor of third parties, with respect to the Minimum Participation.

The Strategic Partner must own and maintain a Minimum Participation that at no time may be less than twenty-five percent (25%) of the capital stock.

The Strategic Partner may transfer, dispose or encumber such shares or participations corresponding to the Minimum Participation, in favor of a new strategic partner, after at least five (5) years from the day following the signing of the first Certificate of Commencement of Operation, subject to the opinion of the Supervisor, who shall issue its opinion within ten (10) Days after receiving the CONCESSIONAIRE's request. The GRANTOR shall issue its authorization within ten (10) days after receiving the Supervisor's opinion or, once the term has expired without having received the Supervisor's opinion, provided that the new strategic partner complies with the same requirements established for the Strategic Partner in the Declaration of Interest and in the Concession Contract.

In the event that the GRANTOR does not make an opinion within the aforementioned term, the CONCESSIONAIRE shall reaffirm the request for an opinion from the GRANTOR to be made within a maximum term of ten (10) days, and upon expiration of this new term without an opinion from the GRANTOR, it shall be construed that the CONCESSIONAIRE'S request has been authorized, under the responsibility of the GRANTOR.

The mentioned restriction does not include the transfer of the Minimum Participation of the Strategic Partner to a company of the same Economic Group, to the extent that the Control of both is exercised by the same Parent Company, for such purpose, the transfer shall proceed with the prior opinion of the Supervisor to be issued within ten (10) days after receiving the CONCESSIONAIRE's request and the written authorization of the GRANTOR, which shall be issued within ten (10) days after receiving the Supervisor's opinion, or after the expiration of the term without having received the Supervisor's opinion, and provided that the new strategic partner complies with the same requirements established for the Strategic Partner in the Declaration of Interest and in the Concession Contract. In the event that the GRANTOR does not make an opinion within the aforementioned term, the CONCESSIONAIRE shall reaffirm the request for an opinion from the GRANTOR to be made within a maximum term of ten (10) days, and upon expiration of this new term without an opinion from the GRANTOR, it shall be construed that the CONCESSIONAIRE'S request has been authorized, under the responsibility of the GRANTOR.

The restriction of this paragraph does not include the transfer, disposition or encumbrance of the shares or participations of the Strategic Partner other than the Minimum Participation; nor those of the shares or participations other than that of the Strategic Partner.

In the case of encumbrance on the shares or participations of the Strategic Partner referred to the Minimum Participation, in case of execution, the new strategic partner must comply with the requirements established in the Declaration of Interest and in the Concession Contract and, have the prior non-binding opinion of the Supervisor, which shall be issued within a term no longer than ten (10) days and the written authorization of the GRANTOR, which shall be issued within a term no longer than ten (10) days, after receiving the Supervisor's opinion or when the term for the issuance of such opinion has expired without having issued it. In the event that the GRANTOR does not make an opinion within the aforementioned term, the CONCESSIONAIRE shall reaffirm the request for an opinion from the GRANTOR to be made within a maximum term of ten (10) days, and upon expiration of this new term without an opinion from the GRANTOR, it shall be construed that the CONCESSIONAIRE'S request has been authorized, under the responsibility of the GRANTOR.

##### A restriction on the free transfer, disposition or encumbrance of the shares or participations in favor of other Bidders, or the members of other Bidders, who submitted economic offers during the operation phase, if applicable, restriction that is maintained during the term of the Concession.

The aforementioned limitation also includes the transfer, disposition or encumbrance of shares or participations in favor of companies that may be directly or indirectly related or that are part of an Economic Group, in accordance with the definitions contained in SMV Resolution No. 019-2015-SMV/01, or rule that modifies or replaces it, as applicable, related to the legal entities that were bidders during the operation phase, if applicable.

##### Any amendment to the bylaws that implies a change in the majority regime, the classes of shares and the proportions that the shareholders or stockholders must maintain among themselves, its administrative bodies, as well as any process of capital increase, capital reduction, merger, spin-off, transformation or settlement of the CONCESSIONAIRE, may be made as from the Closing Date, during the term of the Concession and must:

##### Maintain the Minimum Percentage Participation of the capital stock for the Strategic Partner, as established in the Concession Contract; and,

##### Necessarily have the favorable vote of the Strategic Partner, and be approved by the shareholders or stockholders of the CONCESSIONAIRE that together represent at least two thirds (2/3) of its capital stock, both in first and second call.

In the event that the CONCESSIONAIRE decides to carry out any of the aforementioned processes, it shall follow the following rules:

1. Submit to the GRANTOR, with copy to the Supervisor, draft minutes of the general shareholders' meeting. This shall be evaluated and, if applicable, authorized by the GRANTOR within a maximum term of ten (10) days after receiving the Supervisor's opinion, which shall be issued within a term of ten (10) days after receiving the draft resolution. In case the GRANTOR does not issue an opinion within the aforementioned term, the CONCESSIONAIRE shall reaffirm the request for the GRANTOR's opinion in order for it to be issued within a maximum term of ten (10) days, and upon expiration of this new term without the GRANTOR's opinion, the CONCESSIONAIRE's request shall be deemed to have been authorized, under the responsibility of the GRANTOR.
2. The bylaws shall expressly consider that, for the adoption of any Contract that directly or indirectly entails or may result in a capital increase, capital reduction, spin-off, merger, transformation, dissolution or settlement of the CONCESSIONAIRE, the favorable vote of the Strategic Partner shall be required. This provision must be maintained throughout the term of the Concession, always respecting the Minimum Participation.

##### The CONCESSIONAIRE is a company whose corporate purpose is limited exclusively to the execution of the activities set forth in the Concession Contract.

##### For the purposes of the CONCESSIONAIRE's incorporation, operations and performance, the CONCESSIONAIRE must compulsorily comply with the Applicable Laws and Provisions.

##### The term of the CONCESSIONAIRE's incorporation must be at least two (2) years after the effective date of the Concession Contract. In the event of extension or prolongation of the term of the Concession considered in Chapter IV, the term of the CONCESSIONAIRE's incorporation shall be extended, at least, for this new term plus two (2) years.

1. Submit a certificate of power of attorney attesting that the representative of the CONCESSIONAIRE who will sign the Contract has sufficient powers to do so, which may not be older than thirty (30) days from its date of issue;
2. Provide a notarized copy of the documents evidencing that its competent internal bodies have approved the Concession Contract;
3. Submit a notarized copy of the entries in the share registration book, or equivalent document, where the shareholding or the participation of the CONCESSIONAIRE is recorded;
4. Submit the sworn statement of not being disqualified from contracting with the Peruvian State signed by the members of the CONCESSIONAIRE;
5. Submit the insurance policy contracting schedule; listing the companies that could potentially be contracted; and, listing the companies that will potentially perform the risk analysis for the insurance foreseen in the Concession Contract for their conformity, in accordance with the provisions of Chapter X.
6. Deliver the Contract Performance Bond established in Chapter IX.
7. Make the deposit in the account indicated by PROINVERSIÓN, corresponding to the reimbursement of the expenses of the process and, when applicable, the reimbursement of expenses to the bidder, as established in the Guidelines, and deliver evidence of such deposit(s).
8. Sign the Concession Contract.
9. Deliver the economic-financial model formulated by the Awardee, which must comply with the provisions of the Applicable Laws and Provisions;
10. Submit the draft Administrative Trust Contract in accordance with the provisions of Appendix 4 of Annex 14.
11. Prove that it has signed the Certificate of Initial Delivery of the Concession Areas, comprising the three (3) plots of land located in the regions of Huancavelica, Pasco and Cusco, necessary for the implementation of the Project.
    1. The GRANTOR, as of the Closing Date, shall comply with:
12. Return to the CONCESSIONAIRE the Guarantee of Validity, Effectiveness and Seriousness of the Offer submitted by the Awardee.
13. Deliver to the CONCESSIONAIRE a copy of the Supreme Decree published in the Official Gazette El Peruano, pursuant to the provisions of Article 25 of Legislative Decree No. 1362, or rule that amends or replaces it, whereby the Executive Branch grants the CONCESSIONAIRE the State guarantee in support of the representations and Guarantees of the GRANTOR stipulated in this Concession Contract, which does not constitute a financial guarantee.
14. Deliver to the CONCESSIONAIRE a copy of the Contract of Supervision Services subscribed.
15. Deliver to the CONCESSIONAIRE the duly subscribed Concession Contract.
16. Deliver to the CONCESSIONAIRE the minimum contents for the development of the BIM methodology.

# CONCESSION TERM

## Concession Term

* 1. The term of the Concession is twenty (20) years, counted as from the Closing Date.

## Maximum term of the Concession

* 1. In no event shall the term of the Concession plus the term of any extension or extensions exceed the maximum term established in the Applicable Laws and Provisions, which shall be counted from the Closing Date.

## Extensions due to expiration of the Concession

* 1. The term of the Concession may be extended at its expiration by the GRANTOR, at the request of any of the Parties, by means of a duly grounded written communication, in accordance with the provisions of the regulations in force, provided that the CONCESSIONAIRE has not incurred in a serious breach of its contractual obligations set forth in the Concession Contract during the entire term of the Concession Contract. Such request may be submitted up to two (02) years prior to the expiration of the term of the Concession Contract.
  2. The GRANTOR reserves the right to revise the conditions under which it may accept the extension of the Concession. Within a term no longer than sixty (60) days after receiving the request, the GRANTOR, after the Supervisor's opinion, shall decide if the extension does not proceed or if the evaluation of the extension is started according to the provisions of Clause 4.6. In case the GRANTOR does not issue an opinion, the request shall be understood as denied. The decision or lack thereof shall not be subject to challenge or susceptible to be questioned by the CONCESSIONAIRE through the Dispute settlement mechanisms established in this Contract.
  3. Likewise, in order to determine the extension of the term of the Concession, the GRANTOR shall consider any change in the material, technological and economic conditions, under which the provision of the services is carried out, in order to determine if the granting of the additional term is pertinent or in its case the call for a new bidding, considering the principles of value for money and competition as well as other conditions provided in this Contract or sectorial rules that may be applicable.
  4. The extension due to expiration of the Concession shall be processed through an amendment to the Contract, in accordance with the Applicable Laws and Provisions and the provisions of Chapter XIX.

## Temporary suspension of the Concession Term

* 1. The CONCESSIONAIRE or the GRANTOR may request the temporary suspension of the term of the Concession, for which no economic or financial damage will be recognized, linked to an allocation of revenues or incurred costs by any of the Parties to the Concession Contract, whenever any of the following events occur that may affect the Critical Path, preventing the total execution of construction and/or equipment activities; or, prevent the provision of the Mandatory Services with respect to the COARs in Huancavelica, Pasco and Cusco, in their entirety:

1. Force majeure or act of God, in accordance with the provisions of Chapter XIV and executed in accordance with the procedure included in the Clause 4.15.
2. Written Contract between the Parties to the Concession Contract, derived from circumstances other than those referred to in the preceding paragraph, and provided that they are not attributable to the CONCESSIONAIRE or the GRANTOR, subject to the opinion of the Supervisor, which shall be issued within ten (10) days after receipt of the request from the Party invoking the grounds. Said Contract shall be recorded in a record which shall include the GRANTOR's declaration of suspension, among others.
3. The other cases expressly foreseen in the present Concession Contract.

The Suspension of the Concession term is processed through the procedure set forth in Clause 4.15 and subsequent, and may be requested by any of the Parties to the Concession Contract.

* 1. The calculation of the Concession term shall be interrupted during the suspension period, which shall be resumed upon expiration of the suspension period.

This suspension shall not apply in case the suspension of the Concession term occurs after the execution of the Certificate of Commencement of Operations, as long as the PPD settlement procedure established in Appendix 1 of Annex 14 of this Contract shall continue to be applied, including the quarterly payment of the non-deductible PPD. In such case, the Mandatory Services that were suspended will be qualified by the Supervisor with a minimum score, which will enable the services to be remunerated during the suspension period in accordance with the mechanism set forth in Appendix 3 of Annex 13 to this Contract.

* 1. In case the suspension of the Concession term lasts for more than one hundred and eighty (180) continuous Calendar Days, counted as from the day following receipt of the respective declaration, any Party to the Concession Contract may assert the Termination of the Contract, which shall be governed by the provisions of Clause 15.1.6.
  2. The non-fulfillment of obligations resulting from the events indicated in Clause 4.7, will not be sanctioned with penalties and/or Deductions for non-compliance with the Service Levels indicated in the Concession Contract.

## Suspension of the deadline for the fulfillment of obligations

* 1. The breach of the obligations under the Concession Contract by the CONCESSIONAIRE or the GRANTOR shall not be considered as a ground attributable to them, during the time and to the extent that such breach prevents the execution of any of the obligations considered therein, and is caused by any of the following grounds:

1. Force majeure or act of God, impacting the compliance of an obligation, in accordance with the provisions of Chapter XIV and executed in accordance with the procedure included in the Clause 4.15.
2. By agreement between the Parties to the Concession Contract, derived from circumstances other than those referred to in the preceding subparagraph, and provided that they are not attributable to the CONCESSIONAIRE or the GRANTOR, in which case it shall be necessary to have the prior opinion of the Supervisor, which shall be issued within ten (10) days after receipt of the request from the Party invoking the grounds. Said agreement shall be recorded in a record which shall include the suspension declaration of the GRANTOR, among other things.
3. The other cases expressly foreseen in the Concession Contract.
   1. Should situations arise that prevent the performance of some of the obligations under this Contract, the Parties may request the temporary suspension of the affected obligations, with respect to the affected COAR, provided that such situations have not been caused by an event attributable to the Party requesting such suspension, in accordance with the procedure set forth in Clause 4.15 and subsequent. Requests for suspension of the term of the obligations affected shall be accompanied by due support, in accordance with the procedure set forth in this Chapter.
   2. The calculation of the period for compliance with the affected obligation shall be stopped during the suspension period, which shall be resumed upon expiration of the suspension period.

Likewise, the CONCESSIONAIRE may request the extension of the term for compliance with the respective obligation provided that it generates an affectation to the Critical Path, up to a period equivalent to the delay generated by the suspension, and the GRANTOR shall authorize such extension, prior opinion of the Supervisor. The Parties shall agree on a new schedule for the fulfillment of obligations, when necessary, without affecting the term of the Concession.

* 1. Failure to comply with the term for the performance of obligations arising as a consequence of the events indicated in Clause 4.11, shall not be sanctioned with penalties and/or Deductions for non-compliance with the Service Levels indicated in the Concession Contract.

The suspension of the term for the fulfillment of obligations shall not release the CONCESSIONAIRE from the fulfillment of the other obligations of the Contract that are not suspended by virtue of the procedure established in Clause 4.15, therefore, penalties or Deductions for non-compliance with the corresponding Service Levels will continue to be applied.

Likewise, the suspension of the calculation period for the performance of the Mandatory Services shall not apply in case the suspension of the period occurs after the signing of the Certificate of Commencement of Operation, as long as the PPD settlement procedure established in Appendix 1 of Annex 14 shall continue to be applied, including the quarterly payment of the non-deductible PPD. In this case, the Mandatory Services that were suspended will be qualified by the Supervisor with a minimum score that will allow the services to be remunerated during the suspension period according to the mechanism established in Appendix 3 of Annex 13 of this Contract.

## Procedure for the declaration of temporary suspension of the Concession term and for the fulfillment of obligations

* 1. Except for the grounds referred to in subparagraph b of the Clause 4.7 or subparagraph b of the Clause 4.11, if the CONCESSIONAIRE or the GRANTOR is unable to comply with its obligations under the Concession Contract due to any of the events set forth in said Clauses, the party affected by such event shall inform the other Party, with a copy to the Supervisor, of the following:

1. The facts that constitute such event, within the following seventy-two (72) hours of having occurred or having become aware of it, as the case may be.
2. The estimated period of total or partial restriction on the fulfillment of its obligations and the degree of expected negative impact that justifies the suspension.
3. The mitigation measures adopted or that should be adopted as long as the estimated period of restriction is exceeded, with the corresponding support. Additionally, the other Party shall be kept informed of the development of such events.
   1. Additionally, the affected Party shall send to the other Party with copy to the Supervisor, within seven (7) Days after the occurrence of the event or having become aware of it, a technical, legal and financial report, supporting the reasons for the breach of obligations, details of such event, the obligation(s) or condition(s) affected, date of occurrence of the event or date on which it became aware of the event, the date on which the stoppage of activities or obligations occurs, the estimated period of total or partial restriction of its activities, and the degree of impact expected, the mitigation measures adopted, as well as the measures with respect to the insurance policies taken out by the CONCESSIONAIRE and the contractual guarantees, as well as other obligations whose performance is not directly impaired by the event.

In addition, the Party affected by the event shall keep the other Party informed in writing of the development of the same. The above mentioned report may be updated by the Party whose compliance with its obligations is affected by the event that generates the suspension, duly supporting that the event has not yet ceased and will last longer than initially estimated, before the estimated expiration of the respective grounds.

* 1. The GRANTOR, in accordance with the Applicable Laws and Provisions, shall declare the suspension within twenty (20) days after the notice of the technical, legal and financial report mentioned above, in case it is appropriate, prior opinion of the Supervisor, expressly specifying the starting date of the suspension.

If the GRANTOR does not make a decision after the expiration of the term, the request shall be understood as rejected.

Similar procedure applies in the cases in which the technical, legal and financial report is updated by the Party whose non-compliance of obligations is affected, in which case, if considered appropriate, the GRANTOR shall specify the new suspension term.

* 1. In either of the above cases, if there is a Technical Controversy over the opinion issued by the other Party, the affected Party shall be entitled to resort to the Dispute settlement procedure provided for in Chapter XVI.

## Effects of the declaration of suspension of the Concession term or the term for the fulfillment of obligations

* 1. Once the suspension of obligations has been declared, with respect to the COAR(s) affected or, if applicable, the temporary suspension of the Concession, the following shall be considered:

1. The duty of the affected party to comply with the obligations of the Concession Contract that have been affected shall be temporarily suspended during the period that has been declared, due to the impossibility produced by any of the causes indicated in the preceding clauses; without prejudice to the obligation of the CONCESSIONAIRE to reestablish the Mandatory Services and the compliance of its obligations once the grounds that gave rise to the suspension ceases, in accordance with the provisions of the Certificate referred to in subparagraph d, otherwise the Termination procedures set forth in Clause 15.1.3. shall be applicable.
2. The deadlines stipulated for the fulfillment of the obligations, with respect to the COAR(s) affected, as well as the term of the Concession, if applicable, shall be suspended as of the Calendar Day following the notice by the respective Party regarding the event that gave rise to the suspension within the term provided for in Clause 4.15, and, until the suspension is lifted by the GRANTOR.
3. The party affected by an event of force majeure or act of God, shall notify the GRANTOR, with copy to the Supervisor, when the impairment has ceased and it can continue complying with the obligations that have been affected by the indicated events, and must, thereafter, resume compliance with the suspended obligations. Failure to resume its obligations within the term set forth in the Certificate referred to in subparagraph d, will result in the application of the penalties set forth in Annex 15.

Force majeure or act of God shall not release the affected party from compliance with the obligations that are not suspended due to such events, nor shall it release the CONCESSIONAIRE from the application of penalties or Deductions, as applicable, for non-compliance that occurred prior to the suspension start date indicated in the suspension declaration or for non-compliance with the contractual obligations that were not suspended due to force majeure or act of God.

1. Once the grounds that generated the suspension has been lifted, be it any of those indicated in Clauses 4.7 or 4.11, the Parties shall sign the corresponding record terminating the suspension period, where the GRANTOR will record the date of the resumption of the obligations, the duration of the suspension, among other considerations.
2. Once the suspension period has ended in accordance with the record indicated in the preceding subparagraph, the term of the Concession or the term of performance of the suspended obligation shall be resumed, except in the cases provided for in the following Clauses 4.8 and 4.14.
3. In case the request is not successful and the suspension is not declared, the penalties set forth in Annex 15 and/or Deductions for non-compliance with the corresponding Service Levels, according to Appendix 1 of Annex 14, shall be applied retroactively to the CONCESSIONAIRE.

# PROPERTY REGIME

1. The Concession Assets or the Affected Assets to the Concession shall acquire such status as from the Closing Date and on the date of execution of the Certificate of Acceptance of Works until the date of execution of the Certificate of reversion of assets. In the case of assets that are incorporated into the Project as from the construction of the Works, such as buildings, equipment, furniture, among other assets provided for in Annex 11, they shall acquire the status of Concession Assets and Affected Assets to the Concession, as the case may be, as from the date of signing of the Certificate of Acceptance of Works.
2. The Concession Assets and Affected Assets to the Concession shall only be aimed at the execution of the Concession Contract, except for the creation of guarantees in favor of the Permitted Creditors. The Concession Assets may not be used or transferred separately, mortgaged, pledged as collateral or affected through guarantees during the term of this Contract. Failure to comply with this Clause shall constitute grounds for Termination of the Contract pursuant to the provisions of Chapter XV, without prejudice to any penalties that may be applicable. The CONCESSIONAIRE shall guarantee the availability of the Affected Assets to the Concession for the execution of the Operation, in compliance with the equipment requirements set forth in the Minimum Requirements for Design and Construction and the Service Levels.
3. During the term of the Concession, the GRANTOR shall maintain the ownership of the Concession Assets. Notwithstanding the foregoing, the Concession is legally sufficient for the CONCESSIONAIRE to exercise exclusive rights to exploit the Concession Assets and to enforce its rights against third parties.
4. Each of the Concession Assets subject to registration in the Concessions Registry of the National Superintendence of Public Registries (SUNARP), must be registered by the CONCESSIONAIRE, at its own cost and risk, in the name of the GRANTOR, within a maximum term of twelve (12) months after signing the Certificate of Acceptance of Works, with the GRANTOR's consent, unless there is a duly accredited delay or demurrage by the Competent Governmental Authority. Failure to comply with the deadline for the respective registration due to causes attributable to the CONCESSIONAIRE shall lead to the application of the penalties set forth in Annex 15.

For such purposes, the GRANTOR expressly authorizes the CONCESSIONAIRE to carry out all the administrative actions required.

1. The ownership of the Concession Assets does not imply the transfer of the risk over such assets to the GRANTOR. The risk over the Concession Assets corresponds to the CONCESSIONAIRE, under the terms and conditions set forth in this Contract.
2. The Concession Assets shall be implemented during the Construction Period in accordance with the Minimum Requirements for Design and Construction set forth in Annex 11.

## Replacement of Affected Assets to the Concession

1. During the Operating Period, the CONCESSIONAIRE is obliged to replace or substitute, at its own cost and risk, the Affected Assets to the Concession that do not allow reaching the Service Levels, and according to the criteria and terms set forth in the Basic Technical Specifications of the Services in Annex 12 of the Concession Contract, otherwise the Deductions derived from the procedure set forth in Annex 14 shall be applicable.
2. The Supervisor shall carry out a control and inspection of the condition of the Affected Assets to the Concession, at the frequency established in the Technical Data Sheets of the Service Levels according to Annex 13, in order to verify that the assets are in a good state of conservation according to the Basic Technical Specifications of the Services set forth in Annex 12.
3. Likewise, the CONCESSIONAIRE shall provide the Supervisor with reports on the execution of the replacements of the Affected Assets to the Concession made during the Operating Period, within a term no longer than five (5) Days after their execution, otherwise, the penalties described in Annex 15 shall apply. The destination of the goods that are replaced or exchanged, referred to in this Clause, shall be at the free determination of the CONCESSIONAIRE. The assets incorporated through replacements obtain the quality of Affected Assets to the Concession.

Notwithstanding the provisions of this Clause, the CONCESSIONAIRE shall make available to the GRANTOR a list of the replaced or substituted goods that it decides to donate. To such effect, the CONCESSIONAIRE shall have a maximum term of thirty (30) Calendar Days to provide said list, prior to the replacement or substitution of said goods. On the other hand, the GRANTOR shall have a maximum term of ten (10) Calendar Days to communicate in writing to the CONCESSIONAIRE the goods it will accept in donation, as well as the place and date of delivery thereof. The costs of delivery shall be borne by the CONCESSIONAIRE, provided that the place of delivery is in the same Region where such goods are located.

The CONCESSIONAIRE's failure to comply with the deadline for delivery of the list of goods for donation purposes to the GRANTOR, shall lead to the application of the penalties set forth in Annex 15.

1. The Affected Assets to the Concession may not be moved out of the Concession Area, unless previously authorized, in writing, by the GRANTOR. For such purposes, the GRANTOR shall respond to the written request made by the CONCESSIONAIRE, within a term no longer than ten (10) days after receiving such request. In case the GRANTOR does not answer within such term, the request shall be considered as denied. The transfer of the Affected Assets to the Concession out of the COAR facilities that is not authorized by the GRANTOR, shall entail the application of the penalties set forth in Annex 15.

## Maintenance of Concession Assets

1. The CONCESSIONAIRE is obliged to provide the Mandatory Maintenance Service, carrying out the activities aimed at preserving the Concession Assets and Affected Assets to the Concession in a good state of conservation, in accordance with the Basic Technical Specifications of the Services set forth in Annex 12.
2. During the provision of the Mandatory Maintenance Service, the CONCESSIONAIRE is obliged to carry out recurring, preventive and corrective maintenance activities; and, in general, all those works that are defined in the Service Operation Manual; necessary to maintain the operability of the Concession Assets and Affected Assets to the Concession, as well as to avoid a negative environmental impact in accordance with the scope defined in the corresponding environmental management instruments and in the Applicable Laws and Provisions.

Maintenance shall be performed in order to maintain the quality, as well as the preservation of the functionality, safety and habitability conditions of the Concession Assets, as well as the Affected Assets to the Concession, and shall also comply with the Service Levels.

1. As from the Closing Date and the signing of the Certificate of Acceptance of Works, the CONCESSIONAIRE must exercise the possessory interests over the Concession Assets and the Affected Assets to the Concession in accordance with the provisions of Clause 5.37, otherwise, the penalties described in Annex 15 shall apply. In the case of the Concession Areas, it shall comply with the Custody duties and shall ensure that they are kept free of physical occupation by third parties that have not been authorized for the purposes of the Concession.
2. Likewise, the CONCESSIONAIRE must notify the GRANTOR when it notices the imposition of third party charges and/or encumbrances on the Concession Assets and the Affected Assets to the Concession, and proceed according to the provisions of Clause 5.37, otherwise, the penalties described in Annex 15 shall apply.

## Certificate of Initial Delivery of the Concession Areas

1. The delivery of the Concession Assets shall be understood as from the Closing Date, upon accreditation of the signing of the Certificate of Initial Delivery of the Concession Areas between the GRANTOR and the CONCESSIONAIRE, in which the Availability of the Concession Areas was accredited as described in Annex 4.
2. The Certificates of Initial Delivery of the Concession Areas shall necessarily include the Initial Inventory that shall establish the general conditions of Availability of the delivery of the Concession Areas and the specific affectation to the fulfillment of the purpose of the Concession, including in the most detailed way possible and regarding each COAR, its characteristics, location, state of conservation, the state of the Legal Physical Sanitation activities carried out by the GRANTOR.
3. The Concession Areas shall be received by the CONCESSIONAIRE in the place and state in which they are found, in accordance with the provisions of this Chapter. The CONCESSIONAIRE may record any observations it detects in relation to the information provided with respect to the Concession Areas delivered to it in the Certificate of Initial Delivery of the Concession Areas, without this invalidating the delivery thereof, nor the custodial duties attributed to it by the execution of the aforementioned Certificates and/or implying the refusal of the CONCESSIONAIRE to receive the Concession Areas.
4. Upon delivery of the Concession Assets, the CONCESSIONAIRE acquires the right of use and the custodial duty of the Concession Areas delivered under the said Certificate. Likewise, for the purposes of the completion of the Legal Physical Sanitation activities in charge of the GRANTOR, the CONCESSIONAIRE shall grant the access facilities to the GRANTOR as required by the latter, otherwise, the penalties described in Annex 15 shall apply.
5. The GRANTOR shall obtain the Legal Physical Sanitation of the Concession Areas delivered up to the date of conformity of the respective Definitive Engineering Studies.
6. The CONCESSIONAIRE is liable for the damages, prejudices or losses caused to the Concession Assets and Affected Assets to the Concession, from the signing of the corresponding act until its delivery to the GRANTOR once the Termination of the Contract has occurred, according to the provisions set forth in Clause 5.1. Consequently, the CONCESSIONAIRE must have the security measures that guarantee the integrity of the Concession Assets and the Affected Assets to the Concession against damages that may be caused by third parties.
7. The CONCESSIONAIRE shall hold harmless the GRANTOR with respect to and against any action or exception of a legal, administrative, arbitration or contractual nature, or claim of any nature with respect to the Concession Assets and Affected Assets to the Concession, provided that this situation has arisen from acts or omissions occurring from the date of execution of the respective Certificate of Initial Delivery of the Concession Areas or the Certificate of Acceptance of Works , and until the date of execution of the respective Certificate of reversion of assets, unless there is a grounds of fraud or gross negligence attributable to the students, General Directorates of the COARs or Staff of the COARs. In case of non-compliance with this obligation, the penalties set forth in Annex 15 shall apply.

For its part, the GRANTOR acknowledges that any claim, action or act initiated by third parties in relation to the Concession Assets delivered by it, due to facts or situations originated prior to the date of the respective Certificate of Initial Delivery of the Concession Areas shall not be the responsibility of the CONCESSIONAIRE, being the responsibility of whoever corresponds, in accordance with the Applicable Laws and Provisions. The GRANTOR undertakes to hold the CONCESSIONAIRE harmless for the aforementioned claims, actions or acts.

1. The CONCESSIONAIRE undertakes to contract the insurance policy for the Completed Civil Works including the Concession Assets and the Affected Assets to the Concession, under the terms stipulated in Chapter X.
2. As from the execution of the Certificate of Initial Delivery of the Concession Areas, the CONCESSIONAIRE is liable and obliged to pay the taxes, fees and contributions that correspond to it in relation to the Concession Assets, in accordance with the Applicable Laws and Provisions. Likewise, it shall pay the corresponding taxes, fees and contributions with respect to the Affected Assets to the Concession.

## Certificate of Final Delivery of the Concession Areas

1. The final delivery of the lands that are part of the Concession Areas will be carried out with the signing of the Certificate of Final Delivery of the Concession Areas, at which time the Concession Areas will have the respective Legal Physical Sanitation, within the term established in Clause 5.19, certificates to be signed in accordance with the terms detailed in Annex 5.

## Inventories

1. The initial inventory will be prepared by the GRANTOR and will include the description of the Concession Areas, at least the perimetric coordinates, registry holder and electronic registry number, information detailed in Annex 3, being the three (3) lands located in the Regions of Huancavelica, Pasco and Cusco.

The Initial Inventory is part of the Certificate of Initial Delivery of Concession Areas.

1. After the execution of the Certificate of Acceptance of Works, the CONCESSIONAIRE is obliged to make and submit to the GRANTOR, the following inventories of the Concession Assets and Affected Assets to the Concession:
2. Annual inventory
3. Final inventory

The annual Inventory shall be submitted by the CONCESSIONAIRE to the GRANTOR with a copy to the Supervisor, on the last day of January of each following year during the term of the Concession. Failure to submit this information in due time shall be subject to the application of the penalties set forth in Annex 15.

The Final Inventory shall be submitted to the GRANTOR in the opportunities set forth in Clause 15.8 of this Contract.

1. Once the annual inventories have been submitted, the GRANTOR may make observations within a maximum term of twenty (20) days, in writing, with the respective support, and within the same term, the Supervisor's prior opinion shall be issued. However, even if the GRANTOR does not receive the Supervisor's opinion within the established term, the GRANTOR shall provide its opinion, and in case of issuing observations, shall grant the CONCESSIONAIRE a maximum term of fifteen (15) days for its correction, being that, in case of non-compliance with the correction term, the penalties set forth in Annex 15 shall be applicable.
2. The inventories shall contain, at least, a brief description of the Concession Assets and the Affected Assets to the Concession, their characteristics, location, state of conservation, maintenance performed, annotations on their operation or performance, as applicable; and, brand, model and year of manufacture, as well as the data of their registration if they were registered in Public Registries, otherwise the penalties foreseen in Annex 15 shall be applicable. They shall include interpretative elements such as photographs, plans, diagrams and third party reports, among others, in accordance with the formats to be provided by the GRANTOR.

## Easements

1. The CONCESSIONAIRE shall take the steps to establish all the conventional easements necessary to comply with its obligations under this Contract, at its own cost, expense and risk.
2. The GRANTOR shall grant free of charge the easements with respect to uncultivated land of public ownership, for which the provisions of Law No. 30327, or any regulation that modifies or replaces it, shall be applicable.
3. The CONCESSIONAIRE shall register in the corresponding Public Registries, in the name of the GRANTOR, as the case may be, any easements that have been constituted for the execution of the Concession Contract and that have been imposed on property owned by third parties, within a term no longer than one hundred and fifty (150) Calendar Days calculated as from the day following the date of constitution of the easement. If such term is not met due to causes not attributable to the CONCESSIONAIRE, the GRANTOR shall extend it for a maximum term of thirty (30) additional Calendar Days.
4. The easements required by the CONCESSIONAIRE shall be those identified in the corresponding Definitive Engineering Study. The easements, once imposed, shall be considered as Concession rights.

Easements over private property entitle the owner of the servient estate to receive the payment of indemnities and compensation established in accordance with the Applicable Laws and Provisions, unless such easements are free of charge.

The payment of any indemnities or compensation arising as a result of the Contract or imposition of such easements shall correspond to the CONCESSIONAIRE, at its own cost, expense and risk.

1. The GRANTOR acknowledges the right of the CONCESSIONAIRE to prevent or oppose any repair or modification attempted by any public or private entity, whether or not favored with an easement, and whose exercise is incompatible with the Educational Infrastructure or with the purpose of the Concession set forth in Chapter II. The CONCESSIONAIRE may request the GRANTOR to intervene for the adequate defense of its right.
2. In the event an easement is extinguished due to the CONCESSIONAIRE's fault, and for this reason there is a need for a new easement, the CONCESSIONAIRE shall be responsible for obtaining it at its own cost, expense and risk.
3. If for any reason not attributable to the CONCESSIONAIRE, the latter loses the right to any easement already constituted, the CONCESSIONAIRE shall likewise assume, at its expense, cost and risk, its restitution. In this case, if the loss of the easement for reasons not attributable to the CONCESSIONAIRE prevents the continuation of the activities considered in the Contract, the suspension of obligations directly related to such easement may be determined, at the request of the CONCESSIONAIRE, pursuant to the procedure set forth in Clause 4.15.
4. The GRANTOR shall hold the CONCESSIONAIRE harmless in respect of any third party claim or action derived from the Concession Assets or from the easements, rights of way or any right or limitation in favor of or to be borne by the Concession Assets, for damages affecting the CONCESSIONAIRE as a consequence of: (i) any situation or event prior to the signing of the Certificate of Initial Delivery of the Concession Areas, and (ii) any situation or event that having arisen after the signing of the Certificate of Initial Delivery of the Concession Areas, originating from causes arising prior to the same.

## Possessory interests

1. The CONCESSIONAIRE is obliged to exercise the following forms of possessory interest as from the delivery of the Concession Assets, both in the case of attempted usurpation of the area committed in the Concession Areas, as well as in the case of activities incompatible with the proper use of such areas by third parties:
2. **Extrajudicial possessory interest:** used to repel the force used against the CONCESSIONAIRE and to be able to maintain unharmed or recover the assets, without any time interval, if dispossessed, but always refraining from the use of any means not permitted by the Applicable Laws and Provisions.
3. **Judicial possessory interest:** such as injunctions, compulsory enforcement actions and other legal actions that the CONCESSIONAIRE, in the event that the Concession is affected, dispossessed, occupied, usurped, among others, shall notify the GRANTOR of such events and make use of the legal mechanisms and remedies in force under the Applicable Laws and Provisions that allow it to maintain the rights of the GRANTOR and the CONCESSIONAIRE over the Concession Assets, assuming the respective costs for such purpose.

Without prejudice to the exercise of the aforementioned interests, the CONCESSIONAIRE, in the event of an event such as those described in the preceding paragraph, shall communicate the fact to the GRANTOR within a maximum term of two (2) Calendar Days of its occurrence, by any written means or e-mail, and immediately coordinate with the GRANTOR the legal actions to be filed, in which case, the GRANTOR shall be free to file the legal actions it deems appropriate in order to maintain its right over the Concession Assets undamaged.

Failure to comply with this Clause shall give rise to the application of penalties set forth in Annex 15 of this Contract.

## Reversion of Concession Assets and Affected Assets to the Concession

1. Upon the Termination of the Contract due to expiration of the Concession Term, by unilateral decision of the GRANTOR, or by act of God or force majeure, the CONCESSIONAIRE is obliged to deliver to the GRANTOR, within the following thirty (30) Calendar Days, in a single act, all the Concession Assets and Affected Assets to the Concession, in good state of conservation, according to their useful life, except for the deterioration resulting from its ordinary use, free of occupants and in conditions of use and exploitation, as the case may be, in accordance with the furniture and equipment requirements set forth in Annex 11, the Basic Technical Specifications of the Services set forth in Annex 12 and in compliance with the Service Levels set forth in Annex 13, otherwise the corresponding penalties set forth in Annex 15 shall apply. Excluded from the reversion are the Concession Assets or Affected Assets to the Concession whose destruction or impossibility of recovery had been generated by the grounds of force majeure or act of God that gave rise to the Termination of the Contract, in accordance with the provisions of Clause 15.18.

The CONCESSIONAIRE shall submit the final inventory to the GRANTOR, with a copy to the Supervisor, within the term set forth in Clause 15.8, in order for the latter to carry out the respective verification of the same within a term of ten (10) Calendar Days after receiving the notice from the CONCESSIONAIRE. The Supervisor shall inform the GRANTOR and the CONCESSIONAIRE about the verification carried out, and shall issue the recommendations or observations it deems necessary.

The delivery term of the Concession Assets and Affected Assets to the Concession, in the event of non-compliance by the GRANTOR or the CONCESSIONAIRE, shall be thirty (30) Calendar Days following the communication of the decision of Termination by the affected Party, after the expiration of the terms of the procedure to remedy the non-compliance provided in Clause 15.4.

The term for delivery of the Concession Assets and Affected Assets to the Concession may be extended by the GRANTOR in writing at the request of the CONCESSIONAIRE, for causes not attributable to the CONCESSIONAIRE, however, failure to deliver the Concession Assets and Affected Assets to the Concession within the term provided shall lead to the application of the penalties set forth in Annex 15.

1. The delivery of the Concession Assets and Assets Affected to the Concession by the CONCESSIONAIRE to the GRANTOR in the event of termination of the Contract due to expiration of the term of the Concession shall be made without the right to any indemnity or compensation payable to the CONCESSIONAIRE for such purpose.
2. During the devolution event, the CONCESSIONAIRE and the GRANTOR shall sign the corresponding Certificates of Reversion of Assets. In such certificates the information of the representatives and the description of the assets to be returned shall be established, specifying, in general: characteristics, location, state of conservation, annotations on operation or performance, and other elements of interest, as applicable.

The non-compliance with this provision by the CONCESSIONAIRE shall give rise to the application of the penalties set forth in Annex 15 of this Contract.

1. The final Inventory, as well as any other document that helps to identify the goods delivered and their state of conservation, including plans, photographs, among others, shall be part of the Certificate of Reversion of Assets.
2. The Certificate of Reversion of Assets shall be subscribed in three (3) originals, one (1) for the CONCESSIONAIRE and two (2) for the GRANTOR.
3. In the event of Termination of the Contract due to the CONCESSIONAIRE's breach pursuant to the provisions of Clause 15.16, the CONCESSIONAIRE grants in favor of the GRANTOR the irrevocable purchase option with respect to the Affected Assets to the Concession, so that, in case the GRANTOR exercises the purchase option, the ownership of such assets shall be automatically transferred in its favor.

Upon termination of the Contract for breach by the CONCESSIONAIRE in accordance with the provisions of Clause 15.16, the reversion of the Affected Assets to the Concession will be carried out taking into consideration the provisions set forth in the provisions set forth in paragraph ii of the Clause 15.16.1. Likewise, the preparation of the final inventory shall be subject to the provisions set forth in Clause 15.8. The delivery of the Concession Assets and/or the Affected Assets to the Concession shall be carried out in accordance with the procedure established in Clause 5.38 and subsequent.

# DESIGN AND EXECUTION OF WORKS

## Obligations of the CONCESSIONAIRE

2. The risks of design, financing, construction and implementation of the Educational Infrastructure are fully assumed by the CONCESSIONAIRE, without prejudice to the other risks assumed by the CONCESSIONAIRE under this Contract.

The amount of Investment shall be determined at the risk and expense of the CONCESSIONAIRE, who must comply with its Technical Proposal and the Minimum Requirements for Design and Construction set forth in Annex 11 in order for the Mandatory Services to be provided in compliance with the Basic Technical Specifications of the Services set forth in Annex 12. There shall be no possibility of claim between the Parties for a greater or lesser amount of Investment executed by the CONCESSIONAIRE.

## Preparation and submission of the Definitive Engineering Studies.

1. The preparation, submission and conformity of the Definitive Engineering Studies shall be carried out independently by each COAR, otherwise the penalties set forth in Annex 15 shall apply. The CONCESSIONAIRE undertakes, at its own account, cost and risk, to prepare the Definitive Engineering Studies of the COARs, in accordance with the provisions of this Contract.
2. The Definitive Engineering Studies shall be prepared in compliance at all times with the Applicable Laws and Provisions and the terms of this Contract. Likewise, for its submission it shall consider the procedures established in the following Clauses.

For the purpose of preparing the architectural programming, the CONCESSIONAIRE shall take into account the following documents, in case of contradiction or ambiguity, following order of priority:

* + 1. Minimum Requirements for Design and Construction, set forth in Annex 11 of this Contract.
    2. Minimum specifications for the preparation of the Definitive Engineering Study, set forth in Annex 10 of this Contract.

1. Fifteen (15) Calendar Days after the Closing Date, the CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, a Work Plan for the preparation of the Definitive Engineering Studies.

Said Work Plan shall include a schedule of partial progress, the proposal of deliverables and description of the work scheme using the BIM methodology (BIM Execution Plan), which shall be submitted to the Supervisor and to the GRANTOR, for information purposes, during the preparation of the Definitive Engineering Studies.

Notwithstanding that the CONCESSIONAIRE is free to define the total amount of deliverables that the Work Plan shall contain, such document shall contain, at least, the three (3) deliverables indicated as follows:

* + 1. Preliminary architectural and structural project, vulnerability and risk analysis report and basic studies (LOD 200 and AutoCAD), within sixty (60) Calendar Days from the Calendar Day following the Closing Date. If the processing of licenses, permits, authorizations and service feasibilities have been initiated, they shall be credited with the corresponding charges.
    2. Architectural, structural and installation project (LOD 350 and AutoCAD) and the water, sewer and electricity services feasibilities, within one hundred and forty (140) Calendar Days counted from the Calendar Day following the Closing Date.
    3. Definitive Engineering Study (final deliverable) and submission of licenses, permits, authorizations and feasibilities, within one hundred and eighty (180) Calendar Days from the Calendar Day following the Closing Date.

1. The GRANTOR, within a maximum term of twenty (20) Calendar Days counted from the next day of receipt of the respective deliverable, may issue comments to the same, if applicable. Within such term of twenty (20) Calendar Days, the GRANTOR shall make the necessary coordination with the Supervisor for the formulation of the observations, if any. This term and procedure for the formulation of observations does not apply for the final deliverable ( submission of the Definitive Engineering Study), which is governed by the terms and procedures specified in the Clause 6.8 and subsequent of this Contract.

Observations may only be issued to the deliverables indicated in Clause 6.4 (a) and (b), in the event of non-compliance with the Applicable Laws and Provisions, the Minimum Specifications for the preparation of the Definitive Engineering Study set forth in Annex 10, the Minimum Requirements for Design and Construction set forth in Annex 11 or the provisions of this Contract. The observations must clearly indicate the standard or minimum requirement that is not complied with.

Observations shall be implemented by the CONCESSIONAIRE as part of the deliverables workflow, as appropriate. The implementation of such observations does not suspend or extend the term for the preparation of the Definitive Engineering Studies; therefore, may not be considered as a ground for suspension of obligations, nor shall it imply the extension of the term foreseen for the preparation of the Definitive Engineering Studies in charge of the CONCESSIONAIRE.

For the purposes of the correction or implementation of observations for the deliverables indicated in Clause 6.4 (a) and (b), they shall be corrected or implemented in the ICE meetings, as indicated in Appendix 1, Paragraph 4 of Annex 10.

1. The CONCESSIONAIRE shall prepare the Definitive Engineering Studies and submit them to the GRANTOR, with a copy to the Supervisor, within the following deadlines:
2. COAR Pasco Definitive Engineering Study: within one hundred and eighty (180) Calendar Days calculated from the Calendar Day following the Closing Date.
3. COAR Huancavelica Definitive Engineering Study: within one hundred and eighty (180) Calendar Days calculated from the Calendar Day following the Closing Date.
4. COAR Cusco Definitive Engineering Study: within one hundred and eighty (180) Calendar Days calculated from the Calendar Day following the Closing Date.

Upon receipt of the Definitive Engineering Studies, or their respective corrections, the GRANTOR shall issue its opinion within the terms set forth in the following Clauses, and the Supervisor's opinion shall be issued within such terms, in accordance with the periods defined in the corresponding supervision contract.

In case of delay in the submission of the Definitive Engineering Studies by the CONCESSIONAIRE, the penalties set forth in Annex 15 shall apply.

## Licenses, permits and authorizations for the execution of the Works.

1. The CONCESSIONAIRE is responsible for obtaining the necessary licenses, permits and authorizations for the execution of the Works of the respective COAR, in accordance with the Applicable Laws and Provisions; the same that shall be managed and accredited to the GRANTOR, with a copy to the Supervisor, at the latest until the conformity of the respective Definitive Engineering Study. In case of non-compliance, the penalties foreseen in Annex 15 shall be applicable.

When the signature or authorization of the GRANTOR is required, the GRANTOR shall make its best efforts, in accordance with its powers provided for in the Applicable Laws and Provisions, to assist the CONCESSIONAIRE, without the cooperation of the GRANTOR replacing the obligation of the CONCESSIONAIRE to manage and obtain the licenses, permits and authorizations that may be necessary.

## Conformity of Definitive Engineering Studies

1. Once the corresponding COAR EDI has been submitted, the GRANTOR shall have a maximum term of thirty (30) Calendar Days counted from the following day of receipt, to issue the corresponding observations referred to issues of compliance with the Applicable Laws and Provisions, of the Minimum Specifications for the preparation of the Definitive Engineering Study set forth in Annex 10, of the Minimum Requirements for the Design and Construction set forth in Annex 11 or of the provisions of this Contract or incompatibilities between specialties, or to issue its conformity, and communicate it to the CONCESSIONAIRE. This term includes the prior opinion of the Supervisor; however, once the term has expired without having received the corresponding opinion, the GRANTOR shall issue its judgment.
2. The CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, the corrections or clarifications corresponding to the observations made to the EDI, within a maximum term of fifteen (15) Calendar Days counted from the day after the receipt of the referred observations. Depending on the complexity of the observations, the CONCESSIONAIRE may request, within the first ten (10) Calendar Days of the aforementioned term, once only to the GRANTOR, an additional term of up to fifteen (15) Calendar Days for the correction of the observations. The GRANTOR shall decide on such extension within a maximum term of five (5) Calendar Days after receiving the request. In the event that the GRANTOR does not issue an opinion within the aforementioned term, such request shall be understood to be extended, under the responsibility of the GRANTOR. In case of delay in the submission of the respective corrections or clarifications by the CONCESSIONAIRE, the penalties set forth in Annex 15 shall be applicable.
3. Once the CONCESSIONAIRE has raised its observations, the GRANTOR may approve or observe the EDI again within a period of twenty (20) Calendar Days thereafter, including the Supervisor's prior opinion; however, once the period has expired without having received the Supervisor's opinion, the GRANTOR shall issue its opinion.

Such observations may only be referred to verify the observations raised by the GRANTOR, therefore, the GRANTOR may not issue an opinion on new aspects or issues not noticed in the first observation made to the EDI submitted in accordance with the Clause 6.8, except for observations originated as a consequence of the modification of the Project upon observations raised by the CONCESSIONAIRE and which refer to issues of compliance with the Applicable Laws and Provisions, the Minimum Specifications for the preparation of the Definitive Engineering Study provided in Annex 10, the Minimum Requirements for the Design and Construction provided in Annex 11 or the provisions of this Contract or incompatibilities between specialties.

1. The CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, the corrections or clarifications corresponding to the observations made to the EDI, within a maximum term of ten (10) Calendar Days counted from the Day after the receipt of the referred observations. In case of delay in the submission of the respective corrections or clarifications by the CONCESSIONAIRE, the penalties set forth in Annex 15 shall apply.
2. The GRANTOR shall have up to twenty (20) calendar days from the day following receipt of the observations issued by the CONCESSIONAIRE to approve or reject the EDI, term that includes the prior opinion of the Supervisor, and shall send its decision to the CONCESSIONAIRE, even if it has not received the Supervisor's opinion after the expiration of the term.
3. In the event that the GRANTOR does not make a decision within the term indicated in the Clause 6.12, the CONCESSIONAIRE shall reassert the GRANTOR's request for issuing an opinion to be made within a maximum term of ten (10) Calendar Days after notice of the CONCESSIONAIRE's request, being that, upon expiration of this new term without issuing an opinion from the GRANTOR, the EDI submitted shall be deemed to be in conformity, under the responsibility of the GRANTOR.
4. The approval or conformity of the GRANTOR with respect to the Definitive Engineering Studies does not imply nor should it be interpreted in any way that the CONCESSIONAIRE transfers to the GRANTOR, in whole or in part, the risks of design, financing, construction or implementation of the Educational Infrastructure, which are the sole and exclusive competence and responsibility of the CONCESSIONAIRE, in accordance with the provisions of Clause 6.1.

## Expertise

1. In the event that the GRANTOR rejects the EDI within the terms established in Clauses 6.12 and 6.13, the dispute arising from such effect shall be settled in a compulsory manner by technical expertise, for which the invocation of one of the Parties shall be sufficient.
2. The CONCESSIONAIRE shall request the experts' report and shall send a written communication to the GRANTOR, with a copy to the Supervisor, within a maximum term of five (05) Calendar Days, counted from the day after the day following the communication from the GRANTOR to the CONCESSIONAIRE informing the rejection of the EDI.

Each of the Parties shall propose to the Supervisor two (02) nationally or internationally recognized entities, for which they shall have a maximum period of five (05) Calendar Days from the day following receipt of the above communication. The technical profile required for the referred entities must be defined at the time the need for expertise arises and must take into account the technical specialties involved in the points in Dispute, considering experience: (i) in preparation and/or review and/or supervision of technical files and/or definitive engineering studies, and (ii) in the specialty that corresponds to the subject of the Dispute and (iii) in Dispute settlement and/or expertise.

Within a maximum period of five (05) Calendar Days after receiving the proposals or even without them, the Supervisor shall choose, to the best of its knowledge, the entity that will act as expert, which shall be notified to the Parties simultaneously. The Supervisor's decision shall not be subject to challenge or questioning.

Since the technical expert opinion regulated in this Clause constitutes a means of Dispute resolution, the Parties agree that the fees corresponding to the services rendered by the selected expert shall be paid by the CONCESSIONAIRE, who shall proceed to pay them within a maximum term of seven (07) Calendar Days after the Supervisor's choice has been communicated. In the event that the technical expert opinion is favorable to the CONCESSIONAIRE, the GRANTOR shall reimburse the amount of the fees to the CONCESSIONAIRE within a maximum term of ninety (90) Calendar Days after receiving the request for reimbursement from the CONCESSIONAIRE, attaching the due support. In no case shall the GRANTOR carry out the hiring of the expert.

1. The expert may not have any economic relationship or be directly or indirectly rendering any type of services in favor of the Parties, their shareholders or Related Companies, in Peru or abroad. This limitation shall cover the two (2) years prior to the selection of the expert and up to one year after the completion of the expertise. Likewise, he/she must not have been judicially sentenced for corruption offenses.

The expert shall issue its report, considering the scope of Annexes 10 and 11 of the Contract, within a term no longer than ten (10) Calendar Days after receiving the payment of his/her fees, which shall determine whether or not the observations have been remedied and, in case it determines that they have not been remedied, it shall indicate the mechanism for remedying them.

The Parties acknowledge that the expert opinion is made at the sole discretion of the expert, being final, unappealable and binding on the Parties, in accordance with the provisions of the Thirteenth Complementary Provision of Legislative Decree No. 1071.

1. In case the expert opinion is favorable to the CONCESSIONAIRE, the EDI shall be satisfied, and the latter may request the suspension of the obligations that have been affected during the period of the dispute, in case the terms established for such obligations have been exceeded, attaching the due support, according to the procedure considered in Clauses 4.15 and subsequent.
2. Where the expert opinion is unfavorable to the CONCESSIONAIRE, the CONCESSIONAIRE shall submit to the expert, with a copy to the GRANTOR and the Supervisor, the correction of the observation(s), under the conditions and within the term established by the expert in its opinion, which shall not exceed twenty (20) Calendar Days.

After receiving the observations, the Expert shall have a term of ten (10) Calendar Days to issue its opinion to the CONCESSIONAIRE with a copy to the GRANTOR and the Supervisor.

1. In case the expert confirms that the observations to the Definitive Engineering Study remain, the GRANTOR shall request the termination of the Contract, according to the provisions of Chapter XV, without prejudice to the application of the penalties foreseen in the following paragraphs.
2. In case the CONCESSIONAIRE does not pay the expert's fees within the terms established and/or does not implement the expert's report within the term and terms established, the CONCESSIONAIRE shall pay the corresponding penalties established in Annex 15, which shall be counted as from the Calendar Day following the expiration of the term for compliance with each obligation, as applicable. Likewise, none of the aforementioned actions shall suspend the performance of the CONCESSIONAIRE's obligations, including those arising from the matter in Dispute.

## Changes in Design proposed by the CONCESSIONAIRE

1. The CONCESSIONAIRE may make modifications to the Definitive Engineering Study under its account, risk and responsibility, related to technological improvements that contribute to improve the development of the Project and with the purpose of guaranteeing the achievement of the results required in the Contract in accordance with the Service Levels set forth in Annex 13, provided that these do not imply an extension of the Concession term, changes in the terms and conditions established in the Contract, do not generate a higher Co-financing or any cost to the GRANTOR, and are carried out within the framework of the Minimum Requirements for the Design and Construction set forth in Annex 11, maintaining or improving the Service Levels set forth in Annex 13 and within the framework of the Applicable Laws and Provisions.

Likewise, these modifications to the design shall not imply the release of the CONCESSIONAIRE'S design or construction risk or reduce the Service Levels.

1. In this case, the CONCESSIONAIRE shall submit its duly grounded request together with the corresponding modified EDI, in digital and physical media, to the GRANTOR with a copy to the Supervisor.

The GRANTOR shall have a maximum term of twenty (20) Calendar Days, counted as of the Day after receiving the documentation from the CONCESSIONAIRE, to approve the request, or to issue the corresponding observations, term that includes the prior opinion of the Supervisor, stating the grounds thereof, indicating the Basic Technical Specification and/or the contractual Clause and/or the unfulfilled rule. If it is the case, the GRANTOR may grant a term for the correction, according to the complexity of the matter. In case the GRANTOR does not issue an opinion in the indicated term, the request of modification to the approved Definitive Engineering Study will be understood as denied. If the CONCESSIONAIRE'S request is denied, the CONCESSIONAIRE may not initiate the application of the Dispute settlement mechanisms set forth in Chapter XVI.

## Work logs

1. The work log shall include as a minimum: list of sources of materials being used; list of suppliers and subcontractors; copy of test results or performance tests; copy of communications, observations or claims between the CONCESSIONAIRE and the GRANTOR, or the CONCESSIONAIRE and the Supervisor; copy of Work Progress Reports, including the metrics and bill of quantities; copy of the compliance with the Schedule for Execution of Works and Equipment; list of the events that have affected the compliance with the Schedule for Execution of Works and Equipment; and, any other information useful to document the execution process of the Works. Finally, the conditions under which the Works are put into Operation shall be noted. In the event of non-compliance, the penalties set forth in Annex 15 shall apply.
2. Both the GRANTOR and the Supervisor shall have free access to the work logs during the execution of the Works and the Commissioning. The CONCESSIONAIRE shall deliver the original to the GRANTOR, within thirty (30) Calendar Days counted as from the Day after the delivery of the corresponding Certificate of Commissioning, and one set of copies shall remain in possession of the CONCESSIONAIRE and another in possession of the Supervisor. In case of non-compliance, the penalties set forth in Annex 15 shall apply.

Additionally, up to two (2) sets of copies must be kept, to be distributed in accordance with the following Clause. The pages shall be notarized, numbered consecutively, and the mechanized loose-leaf system may be adopted. The only persons authorized to fill out the work log shall be the CONCESSIONAIRE's site resident and the Supervisor.

The CONCESSIONAIRE must send to the GRANTOR and the Supervisor, together with the Work Progress Report, a copy of the sheets with the annotations recorded in the work logs during said period. In case of non-compliance, the penalties foreseen in Annex 15 shall be applicable.

1. Within ten (10) Calendar Days from the day following the date of conformity of the Financial Closing, the CONCESSIONAIRE undertakes to open, maintain, update daily and keep custody of a work log for each COAR, which shall be kept in original.

## Schedule for Execution of Works and Equipment

1. In each Definitive Engineering Study, the CONCESSIONAIRE shall include a Schedule for Execution of Works and Equipment, including the deadlines and budget for the execution of the items related to the Works and implementation of equipment and furniture until completion. The Schedule for Execution of Works and Equipment must clearly define the activities of the Critical Path and determine the maximum deadlines for each activity. In the event of noncompliance, the penalties set forth in Annex 15 shall apply.
2. The Schedule for Execution of Works and Equipment must comply with the maximum term established in the Concession Contract for the execution of the Works and implementation of equipment and furniture. Likewise, it shall be submitted in digital and physical media, as an integral part of the corresponding Definitive Engineering Study, as established in Annex 10 of the Contract. In case of non-compliance with this Clause, the penalties set forth in Annex 15 shall apply.

## Start of Works construction

1. The previous conditions for the beginning of the construction of the Works and implementation of equipment and furniture of the COAR, shall be accredited before the GRANTOR at the latest within ten (10) Calendar Days after the fulfillment of each and every one of the following conditions:
2. Have obtained the conformity of the corresponding COAR's Definitive Engineering Study, as indicated in this Chapter;
3. That the CONCESSIONAIRE has subscribed the respective construction contract(s), within a maximum term of sixty (60) Calendar Days after the issuance of the conformity of the respective Definitive Engineering Study;
4. That the CONCESSIONAIRE has obtained the corresponding environmental certification, in accordance with the provisions of Clause 11.8;
5. That the Parties have subscribed the Certificate of final Delivery of the respective COAR Concession Areas;
6. That the contracting of insurance policies for the construction of the Works is accredited; and,
7. That the conformity of the Financial Closing has been issued.
8. Once compliance with the conditions set forth in Clause 6.29 for the respective COAR has been evidenced, the Parties to the Concession Contract shall sign the Certificate of Commencement of Construction of the respective COAR within the term set forth in the aforementioned Clause, evidencing compliance therewith. As of the signing of said certificate, it shall be understood that the Construction Period of the respective COAR has begun.

This means that the start of the execution of works for each COAR may be independent, depending only on the fulfillment of the established preconditions, which means that there will be a Certificate of Commencement of Construction of Works for each COAR.

1. The construction contracts referred to in Clause 6.29, shall comply with the terms and conditions set forth in Chapter XII of the Concession Contract. Modifications to the construction contracts shall also be submitted to the GRANTOR'S knowledge. In case of non-compliance with this Clause, the penalties set forth in Annex 15 shall apply.
2. The CONCESSIONAIRE shall construct the Works and implement the equipment and furniture as foreseen in the corresponding Definitive Engineering Studies, after the conformity has been granted by the GRANTOR. Likewise, during the construction of the Works, the CONCESSIONAIRE shall comply with the safety standards according to the Applicable Laws and Provisions. In case of non-compliance with this Clause, the penalties set forth in Annex 15 shall be applicable.

## Deadlines for construction of works and implementation of equipment and furniture

1. The CONCESSIONAIRE shall execute the Works and implement the equipment and furniture of each COAR within eighteen (18) months, calculated from the Day after the execution of the Certificate of Commencement of Construction of the respective COAR; unless the Technical Proposal of the CONCESSIONAIRE or the Definitive Engineering Study establishes shorter compliance deadlines, which shall be binding and enforceable.
2. If the CONCESSIONAIRE, for reasons attributable to it, fails to comply with the deadline for the construction of the Works and implementation of the sports and technological equipment and furniture referred to in Clause 6.33, the penalties set forth in Annex 15 shall be applicable, accrued from the date on which the non-compliance occurred until the date on which the Certificate of Acceptance of Works is issued.
3. The CONCESSIONAIRE assumes the risk of the release of all interferences in the Concession Areas at its account and cost, including all taxes that may arise therefrom; as well as the execution of the steps for the release thereof, in accordance with the procedures set forth in the Applicable Laws and Provisions.

## Work Progress Report

1. From the beginning of the Construction Period and until the signing of the Certificate of Acceptance of Works, the CONCESSIONAIRE shall provide to the GRANTOR, with copy to the Supervisor, and for informative purposes, the Work Progress Report corresponding to the development of the execution of the Works and implementation of equipment and furniture of each COAR. The cost of the preparation of these reports shall be borne by the CONCESSIONAIRE and it shall be up to the Supervisor to propose to the GRANTOR the format to be used, observing, as a minimum, the provisions of the Clause 6.38.
2. The Work Progress Report shall support on a monthly basis the execution of the progress of the Works and implementation of equipment and furniture of each COAR, which do not imply the recognition of payment rights in favor of the CONCESSIONAIRE.
3. The Work Progress Report shall contain at least the following information in relation to the Works of each COAR:
   * 1. The valuation of the progress of the work, equipment and furniture, determined as the sum of the amounts of the items and sub-items executed, which may also include disbursements or payments actually made for supervision, easements, licenses, financial expenses, insurance and others; purchase guides, receipts or invoices for the purchase of supplies or payment of services.
     2. The list of items and sub-items, with their respective quantities and units of measure executed during the period of the Work Progress Report, and accumulated since the beginning of construction;
     3. The percentage of progress with the respective valuation of the Work, equipment and furniture, according to the physically completed items executed; and
     4. If applicable, the detail of the corrections implemented by the CONCESSIONAIRE based on the observations submitted by the Supervisor in previous Work Progress Report, which shall be taken into account in the valuation of the progress of Works, equipment and furniture.
     5. Key performance indicators such as S-CURVE, compliance with programmed vs. executed tasks and activities programmed for the following month.
4. The GRANTOR is responsible for registering and keeping updated the progress of all the Works in the INFOBRAS Portal of the Office of the Controller General of the Republic, or the system that modifies or substitutes it; for such purpose, the CONCESSIONAIRE shall submit the information under the conditions indicated by the GRANTOR.

## Verification of Work Progress Report:

1. The GRANTOR shall issue the recommendations with respect to each Work Progress Report within twenty (20) Calendar Days, term that includes the previous opinion of the Supervisor.

Likewise, the Supervisor or the GRANTOR may request special reports from the CONCESSIONAIRE to enable the CONCESSIONAIRE to clarify certain specific technical aspects that arise during the construction of the Works and implementation of equipment and furniture. Such reports shall be submitted within the term granted by the Supervisor or the GRANTOR for such purpose, depending on the type of request made.

The verification of the Work Progress Report does not imply approvals or the recognition of payment rights in favor of the CONCESSIONAIRE.

## Reception of works and implementation of equipment and furniture

1. Upon completion of the Works and implementation of equipment and furniture of the COAR of a given Region, duly noted in the work log by the work resident ratified by the Supervisor, the CONCESSIONAIRE shall request the GRANTOR, with a copy to the Supervisor, its reception, within a maximum term of five (05) Days, attaching the following information:
2. A report verifying the completion of the corresponding Works, including the details of the equipment and furniture implemented.
3. All post-construction documentation (as-built project) of the Works and implementation of equipment and furniture for information purposes, containing at least the following: (i) final calculation memories, (ii) final descriptive memories including detailed technical specifications, (iii) as-built drawings; and, (iv) other documentation requested by the Supervisor.
4. Within a term of thirty (30) Calendar Days, term that includes the previous opinion of the Supervisor, the GRANTOR shall give the conformity of the Works and implementation of equipment and furniture or formulate observations, with the respective technical justification.
5. In case there are no observations, the GRANTOR will receive the Works and implementation of equipment and furniture, for which it will issue the Certificate of Acceptance of Works of the respective COAR, which states that the construction of the Works and implementation of equipment and furniture of the COAR is in accordance with the Definitive Engineering Study and its modifications approved by the GRANTOR, if applicable. This means that there will be a Certificate of Acceptance of Works for each COAR.

With the issuance of each Certificate of Acceptance of Works, it shall be understood that the authorization to start the commissioning of the respective COAR has been granted, in accordance with the provisions of Clauses 6.50 and subsequent.

1. In case the GRANTOR makes observations to the Works of a certain COAR, the CONCESSIONAIRE shall comply with correcting them within a term not greater than fifteen (15) Calendar Days as from the reception thereof, otherwise, the penalties foreseen in Annex 15 shall be applicable.

Upon expiration of such term, the GRANTOR, within a maximum term of twenty (20) Calendar Days as from the receipt of the correction, shall verify the lifting of the observations, prior opinion of the Supervisor to be issued within such term.

1. If there are still non-substantial observations, without prejudice to the application of the penalties set forth in Annex 15, the GRANTOR may issue the corresponding Certificate of Rectification of Substantial Observations, provided that the Works allow the CONCESSIONAIRE to comply with its contractual obligations in accordance with the Service Levels, and do not reduce the safety, access or evacuation conditions of any space of the Educational Infrastructure that poses a risk. With the issuance of the corresponding Certificate of Rectification of Substantial Observations, the commissioning of the respective COAR shall commence, in accordance with the provisions of Clauses 6.50 and the subsequent. However, non-substantial remarks shall be raised at the latest during commissioning.

A non-substantial observation shall be understood as an observation that:

1. With respect to the Works, it refers to the repair of blows, scratches, paint flaws, alignment of spillages of openings with their respective frames, flaws in the sealing of joints, cleaning, repairs of green areas or similar, of finishing elements that do not pose a safety and evacuation risk; and,
2. With respect to equipment and furniture, it refers to the repair of blows, scratches, flaws, manufacturing errors for sports equipment, technological equipment and/or furniture;

During the Commissioning, the CONCESSIONAIRE shall request to the GRANTOR, with copy to the Supervisor, the verification of the remediation of outstanding non-substantive observations, enclosing the information indicated in Clause 6.41, taking into account the procedure established in Clauses 6.42 and 6.44, not exceeding fifteen (15) Calendar Days the indicated terms. With the verification of the remediation of non-substantial observations, the GRANTOR shall issue the Certificate of Acceptance of Works of the respective COAR, in accordance with the provisions of Clause 6.43.

Non-compliance in the remediation of non-substantial observations during the Commissioning, previously verified by the Supervisor, will prevent the signing of the Certificate of Commissioning and the Certificate of Acceptance of Works, and will generate delays in the beginning of the Operating Period, leading to the application of penalties according to the provisions of Annex 15.

1. If, according to the procedure indicated in Clause 6.44, it is verified that any substantial observation persists, the GRANTOR must:

#### Reject the Works of the corresponding COAR.

#### Carry out the termination of the Contract for grounds attributable to the CONCESSIONAIRE, as well as apply the provisions of Chapter XV of the Contract.

1. If the CONCESSIONAIRE does not agree with the GRANTOR'S opinion, regarding the observations made that led to the rejection of the Works in accordance with the provisions of Clause 6.46, may request that the Dispute be resolved in accordance with the procedure provided for in Chapter XVI.

## Additional investments

1. The GRANTOR, after evaluating the budgetary capacity and in application of the Applicable Laws and Provisions, may request the execution of additional investments, for which it shall submit a report supporting to the CONCESSIONAIRE the need to make such additional investments, as well as the corresponding technical, environmental, economic and financial studies. The amount of the additional investments must consider the detail of all the necessary costs for the design, acquisition of land, if applicable, execution, insurance coverage, guarantees, maintenance, operation and supervision of said investments.

The additional investments may be requested by the GRANTOR up to two (2) calendar years prior to the termination of the Concession term, and their duration may not exceed the term of the Concession Contract.

1. If the Parties determine the need to make additional investments, they shall determine by mutual agreement the details of the additional investments, their form of payment and, if applicable, their recognition in the event of Termination, through the contractual modification procedure referred to in Chapter XIX of this Agreement, observing, among others, the provisions of the Applicable Laws and Provisions.

Such investments may not be related to the correction of errors or omissions in the calculation, design and/or defects during the execution of the Works, which shall be charged and paid by the CONCESSIONAIRE.

## Commissioning

1. Commissioning shall include the COARs that have the Certificate of Acceptance of Works in the case foreseen in Clause 6.43, or, with the execution of the Certificate of Rectification of Substantial Observations, in accordance with the case provided for in Clause 6.45. This step will begin with the signing of the aforementioned Certificate and will end with the issuance of the Certificate of Commissioning. This step will have a maximum duration of two (2) months.
2. During this step, the necessary procedures shall be carried out to verify the correct operation, individually and as a whole, of the Works, equipment and furniture, in accordance with the Basic Technical Specifications of the Services and those included in the corresponding Definitive Engineering Studies, period in which the tests that the GRANTOR informs the CONCESSIONAIRE, determined in accordance with the procedure detailed in the following Clause, shall be carried out.
3. The Supervisor shall design the commissioning tests in accordance with the Basic Technical Specifications of the Services, the Definitive Engineering Studies, the applicable good practices and the Applicable Laws and Provisions, as well as the proposed implementation schedule, and shall submit them to the GRANTOR until the expiration of the sixteen (16) month term as from the execution of the Certificate of Commencement of Construction.

Once the testing and implementation schedule proposal is received, the GRANTOR and the Supervisor shall make the corresponding coordination for the determination of the applicable tests within the following fifteen (15) Calendar Days, in order to inform the CONCESSIONAIRE, the tests that shall be applied during the Commissioning. The execution schedule of the tests shall be carried out within the first thirty (30) Calendar Days from the Commissioning Date.

1. The CONCESSIONAIRE shall assume, at its own account, cost and risk, all the activities necessary for the development of the Commissioning that were notified to it in accordance with the provisions of the Clause 6.52.

The CONCESSIONAIRE shall provide the Supervisor with the respective access facilities to the COAR facilities for the verification of the tests, as well as have the corresponding staff available for their execution according to the respective schedule. During the execution of the tests, the Supervisor may provide the corresponding recommendations or issue the corresponding observations, and shall define a term for correction to the CONCESSIONAIRE, if applicable.

In case the CONCESSIONAIRE does not comply with the correction within the terms granted by the Supervisor, the penalties set forth in Annex 15 of this Contract shall be applicable.

Within seven (7) Calendar Days after each test, the Supervisor shall send the corresponding reports to the GRANTOR, detailing the recommendations or observations that may have arisen, the deadlines for correction granted to the CONCESSIONAIRE, as well as the follow-up activities carried out, if applicable. The report related to the last test foreseen in the schedule shall also include the Supervisor's favorable opinion on the verification of all the tests performed during the Commissioning by each COAR, as the case may be.

1. Likewise, with the prior opinion of the Supervisor, the GRANTOR shall inform, within thirty (30) Calendar Days from the start of the Commissioning, the reports and Supervision Tools defined in Appendix 1 of Annex 13 of the Contract, which will be necessary for the verification of the calculation of the Service Levels to be given as from the Date of commencement of operations, in accordance with the conditions foreseen in the Concession Contract.

During the Commissioning Period no Deductions will be applicable nor will the right to receive payments be granted.

1. In the event that the Commissioning is delayed due to an event not attributable to the CONCESSIONAIRE, the term of the obligations with respect to the affected COAR may be suspended, at the request of the CONCESSIONAIRE, provided that the events set forth in Clause 4.11.
2. Within a maximum of ten (10) Calendar Days after the completion of the execution schedule of the commissioning tests of the respective COAR, the CONCESSIONAIRE may request the GRANTOR to initiate the process for the issuance of the corresponding Certificate of Commissioning, for which it shall prove compliance with the following conditions, independently for each COAR:

#### Maintain in force the Performance Bond of the Contract;

#### Have contracted the insurance policies required in the Concession Contract;

#### Have the Certificate of Acceptance of Works signed by the Parties;

#### The Supervisor must have issued the last verification report with the corresponding favorable opinion on the verification of all the tests executed during the Commissioning; and,

#### The favorable opinion of the Service Operation Manual, according to the conditions set forth in Clause 7.4 and subsequent chapters of Chapter VII.

If so, the GRANTOR, prior opinion of the Supervisor, within a maximum term of ten (10) Calendar Days shall: (i) Give a favorable opinion on the Commissioning and deliver to the CONCESSIONAIRE the respective COAR Certificate of Commissioning; or, (ii) Formulate the observations it deems pertinent, which shall have the respective explanation or justification.

1. In case there are any observations to the requirements set forth in the Clause6.56, the CONCESSIONAIRE shall rectify them within a maximum term of five (05) Calendar Days, and the GRANTOR shall carry out the respective verification with the assistance of the Supervisor, within a maximum term of five (05) Calendar Days and issue the Certificate of Commissioning .
2. In the event that the GRANTOR does not make a decision within the term indicated in the Clause 6.56, the CONCESSIONAIRE shall reaffirm the request for the GRANTOR's opinion in order for it to be made within a maximum term of five (05) Calendar Days, being that, upon expiration of this new term without opinion from the GRANTOR, it shall be understood that its opinion is favorable, under the responsibility of the GRANTOR.
3. Upon expiration of the term provided for in Clause 6.57 preceding without the CONCESSIONAIRE having complied with the correction of the respective observations, without prejudice to the application of penalties, the GRANTOR may assert the procedures set forth in Chapters XV of the Concession Contract.

# OPERATION AND MAINTENANCE

1. The Mandatory Services to be implemented or provided by the CONCESSIONAIRE are as follows:

* Educational Infrastructure Maintenance.
* Integral cleaning, waste management and pest control.
* Laundry
* Private surveillance and security
* Food
* Administration of Mandatory Services.

1. For the provision of the Mandatory Services, the CONCESSIONAIRE may choose to provide them directly or through its Related Companies in accordance with the provisions of this Contract, or to subcontract them.

In any case, the CONCESSIONAIRE shall be solely responsible for the timely and efficient provision of the Mandatory Services, in accordance with the Basic Technical Specifications of the Services set forth in Annex 12; the Service Operation Manuals and in compliance with the Service Levels set forth in Annex 13.

## Rights and Obligations of the Concessionaire

1. The CONCESSIONAIRE is obliged to provide the Mandatory Services in accordance with the provisions of this Contract, the Service Operation Manuals referred to in Clause 7.4 hereinafter, in accordance with the Basic Technical Specifications of the Services included in Annex 12; and to comply with the Service Levels set forth in Annex 13, as well as with the Applicable Laws and Regulations.

## Service Operation Manuals

1. The obligation assumed by the CONCESSIONAIRE entails the responsibility of defining the methodologies, procedures and timeliness of the activities for the rendering of the Mandatory Services, referred to in Clause 7.1, to be proposed in the Service Operation Manuals.

In this regard, the Service Operation Manuals shall include, as a minimum, the provisions of the Basic Technical Specifications of the Services of Annex 12 of the Contract.

1. For this purpose, the CONCESSIONAIRE shall submit to the GRANTOR, with a copy to the Supervisor, the Service Operation Manuals no later than twelve (12) months after the execution of the Certificate of Commencement of Construction, under penalty of the application of any penalties that may apply.

Within a term of sixty (60) Calendar Days counted from the next day of submission of the Service Operation Manuals, the GRANTOR shall formulate the corresponding observations and/or recommendations, or, on the contrary, shall issue its favorable opinion, term that shall include the Supervisor's opinion; however, once such term has expired without the Supervisor's opinion, the GRANTOR shall issue its opinion.

The observations and/or recommendations issued by the Supervisor and the GRANTOR shall be aimed at verifying compliance with the Basic Technical Specifications of the Services set forth in Annex 12, as well as their compliance with the general criteria and activities detailed in Annex 13 corresponding to the Service Levels.

1. In case the GRANTOR makes observations and/or recommendations within the sixty (60) Calendar Days term provided for in Clause 7.5, the CONCESSIONAIRE shall comply with the correction or clarification within a term no longer than fifteen (15) Calendar Days counted as of the day following the reception thereof, and shall send a copy of the same to the Supervisor. The GRANTOR may grant a longer term to the CONCESSIONAIRE depending on the complexity of the observations or recommendations, up to a term of thirty (30) Calendar Days. In case the CONCESSIONAIRE fails to comply with the established term of correction or clarification, the penalties foreseen in Annex 15 shall be applicable.

During said period, under the participation of the Supervisor, the Parties may hold working groups to review, clarify and/or implement the observations and/or recommendations issued by the Supervisor and the GRANTOR.

1. The procedure provided for in Clause 7.6 may be repeated up to two (02) times in case the GRANTOR verifies that there are still observations and/or recommendations, prior opinion of the Supervisor.

In the event that the GRANTOR, in the last round of observations and/or recommendations, does not make an opinion within the corresponding term, the CONCESSIONAIRE shall reaffirm the request for the GRANTOR's opinion in order for it to be made within a maximum term of ten (10) Calendar Days after the request is submitted, being that, once this new term expires without an opinion from the GRANTOR, the favorable opinion of the GRANTOR shall be understood, under the responsibility of the GRANTOR.

1. The favorable opinion of the GRANTOR with respect to the Service Operation Manuals does not imply and shall not be construed as the CONCESSIONAIRE transferring to the GRANTOR, in whole or in part, the risks of operation of the Mandatory Services, which are the sole and exclusive responsibility of the GRANTOR.
2. For the issuance of the Certificate of Commissioning, the CONCESSIONAIRE's Service Operation Manuals shall have the CONCESSIONAIRE's favorable opinion. In case the CONCESSIONAIRE does not comply with the correction of the observations and/or recommendations within the terms established, the penalties set forth in Annex 15 shall be applicable.
3. Once the Certificate of Commencement of Operation of the respective COAR has been subscribed, the CONCESSIONAIRE must submit annually an updated version of the Service Operation Manuals, otherwise the penalties set forth in Annex 15 shall be applicable.

For this purpose, a procedure similar to the one provided for in Clause 7.6, considering ten (10) Calendar Days for the opinion of each Party and the Supervisor.

## Date of commencement of operations

1. The start of operation of each COAR will occur independently, after the delivery of the respective Certificate of Commissioning. Within a maximum of five (05) Calendar Days from the Day after the issuance of the Certificate of Commissioning, the Certificate of Commencement of Operation shall be signed, date on which the Operating Period shall commence.
2. If, for reasons attributable to the CONCESSIONAIRE, there is a delay in the commencement of the Operation, the penalties stipulated in Annex 15 shall apply.

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## Mandatory Services

1. The CONCESSIONAIRE shall provide complementary services to the educational management in the COARs that will facilitate teaching and guarantee adequate safety, sanitation and cleanliness conditions in the educational premises.

## Educational Infrastructure Maintenance Service

1. The CONCESSIONAIRE undertakes, at its own cost and risk, to carry out the Maintenance of the Educational Infrastructure, in accordance with the provisions of the Service Operation Manual, which includes the corresponding replacements, in accordance with the Basic Technical Specifications of the Services set forth in Annex 12; and in accordance with the Service Levels described in Annex 13 of this Contract.
2. The CONCESSIONAIRE shall maintain the Concession Assets and Affected Assets to the Concession in a good state of conservation according to the Basic Technical Specifications of the Services set forth in Annex 12, complying with the Service Levels so that they are suitable for the operation of the COAR, for which it shall perform the recurring maintenance works, and corrective maintenance, when applicable, in the manner and with the personal and technical means committed in the Technical Proposal, taking into account the Basic Technical Specifications of the Services, the Service Operation Manuals and the requirements of the equipment manufacturers and the applicable regulations, if applicable.
3. Before the occurrence of failures or deterioration in elements, components, installations, equipment of the Educational Infrastructure, as provided in the Basic Technical Specifications of the Services of Annex 12, and detected during the Maintenance works, the CONCESSIONAIRE shall carry out the necessary activities to repair them within the term foreseen for the fulfillment of the Service Levels, detailed in Annex 13.

The CONCESSIONAIRE shall report on the maintenance works performed to the Supervisor and to the GRANTOR, annually and according to the periodicity and formats required by the GRANTOR and/or the Supervisor for such purpose, as approved in the Service Operation Manual and in compliance with the Service Levels set forth in Annex 13.

The CONCESSIONAIRE, or the subcontracting company, must have the corresponding permits, authorizations and licenses for the provision of this service, guaranteeing that it will carry out the necessary activities for the development thereof, otherwise, the penalties set forth in Annex 15 shall apply. The CONCESSIONAIRE shall always be liable to the GRANTOR.

## Integral cleaning, waste management and pest control services.

1. The CONCESSIONAIRE undertakes, at its own cost and risk, to perform the Integral Cleaning, waste management and pest control service, in accordance with the provisions of the Service Operation Manual, the Basic Technical Specifications of the Services set forth in Annex 12, in accordance with the Service Levels described in Annex 13 of this Contract, and in compliance with the Applicable Laws and Provisions.
2. The objective of the service is to ensure a clean, orderly, disinfected environment, free of pests, rodents, insects and/or any type of harmful fauna in the COARs of the Cusco, Huancavelica and Pasco regions.
3. The service consists of three categories: integral cleaning, waste management and pest control:
4. Integral cleaning, involves the cleaning and disinfection of the environments (internal and external) and surfaces (furniture and equipment) of the COARs. In addition, the scope includes the provision of consumables in the restrooms.
5. Waste management, includes a set of processes that must guarantee the safe, sanitary and environmentally adequate management of waste within the COAR facilities, such as: minimization, segregation, collection and storage.
6. Pest control, which consists of ensuring that all COAR environments are free of pests, rodents, insects and/or any type of harmful fauna; the scope also includes pest control of green areas and outdoor spaces within the premises, through preventive and corrective measures.
7. The CONCESSIONAIRE, or the subcontracting company, shall have the corresponding permits, authorizations and licenses for the provision of this service, guaranteeing that it will carry out the necessary activities for the development thereof, otherwise, the penalties set forth in Annex 15 shall apply. Likewise, the CONCESSIONAIRE shall comply with the Service Levels considering the provisions of Annex 13. The CONCESSIONAIRE shall always be liable to the GRANTOR.
8. The CONCESSIONAIRE shall report on the development of the services rendered to the Supervisor and the GRANTOR, annually and according to the periodicity and formats required by the GRANTOR and/or the Supervisor for such purpose, as approved in the Service Operation Manual and in compliance with the Service Levels set forth in Annex 13, otherwise, the penalties set forth in Annex 15 shall be applicable.

## Laundry service

1. The CONCESSIONAIRE undertakes, at its own cost and risk, to perform the laundry service, in accordance with the provisions of the Service Operation Manual, the Basic Technical Specifications of the Services set forth in Annex 12, in accordance with the Service Levels described in Annex 13 of this Contract, and in compliance with the Applicable Laws and Provisions.
2. The objective of the service is to provide a quality service on a continuous basis, during each school year, in the COARs of the regions of Cusco, Huancavelica and Pasco, so that the students have sanitized, clean and ironed clothes.
3. The scope of the service includes all the activities necessary to wash the clothes of all COAR students. In a general and non-limiting manner, these activities are: i) reception, ii) washing, iii) drying, iv) ironing, v) delivery of garments, as well as mendings, alterations or replacement of damaged or lost garments.
4. The CONCESSIONAIRE, or the subcontracting company, shall have the permits, authorizations and licenses that correspond to the provision of this service, guaranteeing that it will carry out the activities that are necessary for the normal development thereof, otherwise, the penalties set forth in Annex 15 shall apply. Likewise, the CONCESSIONAIRE shall comply with the Service Levels, considering the provisions of Annex 13. The CONCESSIONAIRE shall always be liable to the GRANTOR.
5. The CONCESSIONAIRE shall report on the development of the services rendered to the Supervisor and to the GRANTOR, annually and according to the periodicity and formats required by the GRANTOR and/or the Supervisor for such purpose, as approved in the Service Operation Manual and in compliance with the Service Levels set forth in Annex 13, otherwise, the penalties set forth in Annex 15 shall be applicable.

## Private surveillance and security services

1. The CONCESSIONAIRE undertakes, at its own cost and risk, to provide the private security and safety service, in accordance with the provisions of the Service Operation Manual, the Basic Technical Specifications of the Services set forth in Annex 12, in accordance with the Service Levels described in Annex 13 of this Contract, and in compliance with the Applicable Laws and Provisions.
2. The purpose of the service is to provide protection to students, teachers, administrative staff, officials, visitors and/or guests, as well as to safeguard the infrastructure and Concession Assets and the Affected Assets to the Concession of the COARs in the regions of Cusco, Huancavelica and Pasco, by means of the physical presence of specialized staff with the support of the technologies incorporated in the Project and equipment provided by the CONCESSIONAIRE.
3. The scope of the service includes the following: access control, protection operations, support in emergency situations and incident response, management of the security system, security in parking lots, attention to extraordinary requirements and/or act of Gods, management and custody of keys to all the doors of the COAR environments, propose preventive security measures, and other actions necessary for the fulfillment of this service.
4. The CONCESSIONAIRE, or the company it subcontracts, shall have the permits, authorizations and licenses that correspond to the provision of this service, guaranteeing that it will carry out the activities that are necessary for the normal development thereof, otherwise, the penalties set forth in Annex 15. Likewise, it shall comply with the Service Levels, considering the provisions set forth in Annex 13. The CONCESSIONAIRE shall always be responsible to the GRANTOR.
5. The CONCESSIONAIRE shall report on the development of the services rendered to the Supervisor and to the GRANTOR, annually and according to the periodicity and formats required by the GRANTOR and/or the Supervisor for such purpose as approved in the Service Operation Manual and in compliance with the Service Levels set forth in Annex 13, otherwise, the penalties set forth in Annex 15 shall be applicable.

## Food service

1. The CONCESSIONAIRE undertakes, at its own cost and risk, to provide the food and nutrition service, in accordance with the provisions of the Service Operation Manual, the Basic Technical Specifications of the Services set forth in Annex 12, in accordance with the Service Levels described in Annex 13 of this Contract, and in compliance with the Applicable Laws and Provisions.
2. The objective of the service is to guarantee a nutritious, healthy, varied, safe, balanced and healthy diet in general, according to the specific needs of the students of the COAR of the regions of Cusco, Huancavelica and Pasco.

The service consists of two categories: regular daily feeding and nutritional counseling.

1. Regular daily feeding includes: i) planning, ii) procurement, iii) storage, iv) preparation and v) distribution of food and beverages, using strict quality control standards to ensure food and beverage safety. The CONCESSIONAIRE shall provide 03 servings (breakfast, lunch and dinner) and 2 snacks (mid-morning and mid-afternoon) per day to each student.
2. The nutritional counseling includes: i) assessment of nutritional status, ii) nutritional counseling, iii) nutritional education, and, iv) monitoring of the nutritional status of the students.
3. The CONCESSIONAIRE, or the subcontracting company, must have the corresponding permits, authorizations and licenses for the provision of this service, guaranteeing that it will carry out the activities necessary for the normal development of the same, otherwise the penalties set forth in Annex 15 will be applicable. Likewise, it shall comply with the Service Levels, considering the provisions set forth in Annex 13. The CONCESSIONAIRE shall always be liable to the GRANTOR.
4. The CONCESSIONAIRE shall report on the development of the services rendered to the Supervisor and to the GRANTOR, annually and according to the periodicity and formats required by the GRANTOR and/or the Supervisor for such purpose, as approved in the Service Operation Manual and in compliance with the Service Levels set forth in Annex 13, otherwise, the penalties set forth in Annex 15 shall be applicable.

## Administration of Mandatory Services

1. The CONCESSIONAIRE undertakes, at its own cost and risk, to carry out the administration of the Mandatory Services, in accordance with the provisions of the Service Operation Manual, the Basic Technical Specifications of the Services set forth in Annex 12, in accordance with the Service Levels described in Annex 13 of this Contract, and in compliance with the Applicable Laws and Provisions.
2. The objective of the service is to guarantee the control of the provision of services in the COAR, channeling the communications between the Supervisor, the GRANTOR and the CONCESSIONAIRE. Likewise, it shall manage the basic services and guarantee their continuous supply.

For the provision of this service, the CONCESSIONAIRE shall provide training to the staff regarding the use of the Operational Control Center (CCO), also including the staff of the GRANTOR and/or the Supervisor that performs tasks related to the operation of such system, in accordance with the provisions of this Contract.

1. The CONCESSIONAIRE, or the subcontracting company, shall have the permits, authorizations and licenses that correspond to the provision of this service, guaranteeing that it will carry out the activities that are necessary for the normal development thereof, otherwise, the penalties set forth in Annex 15 shall be applicable. Likewise, it shall comply with the Service Levels, considering the provisions set forth in Annex 13. The CONCESSIONAIRE shall always be responsible to the GRANTOR.

The CONCESSIONAIRE shall report on the development of the services rendered to the Supervisor and to the GRANTOR, annually and according to the periodicity and formats required by the GRANTOR and/or the Supervisor for such purpose as approved in the Service Operation Manual and in compliance with the Service Levels set forth in Annex 13, otherwise, the penalties set forth in Annex 15 shall be applicable.

## Use of COAR environments by third parties

1. During the school year, the GRANTOR shall make available the facilities of the sports center, the swimming pool and the sports grounds, for the benefit of the neighboring public educational institutions, for educational purposes, strictly during the programming of activities agreed upon by the GRANTOR, which shall not collide with the activities of the COAR.
2. The GRANTOR shall inform the CONCESSIONAIRE up to seven (7) Calendar Days, prior to the visit of the educational institutions, communicating the number of visitors, their personal data and the environments whose use they will require.
3. The CONCESSIONAIRE shall not receive an additional payment when the GRANTOR requests these activities.
4. The CONCESSIONAIRE shall inform the GRANTOR, with a copy to the Supervisor, within a maximum period of seven (7) Calendar Days after the visit has been made, in the event that damages have been identified due to misuse by the visitors of the educational institutions with respect to the Concession Assets or Affected Assets to the Concession corresponding to the environments indicated in Clause 7.41, with the respective report and supporting budget, which shall include at least three (03) quotations, so that the Supervisor, within ten (10) Calendar Days after receiving the communication from the CONCESSIONAIRE, issues a report to the GRANTOR verifying the validity of this request, and if applicable, the amount that would correspond to be recognized. In the event the Supervisor confirms the CONCESSIONAIRE's statement, the GRANTOR shall recognize the amount indicated by the Supervisor in the next quarter's settlement.
5. This procedure shall not interrupt the CONCESSIONAIRE'S obligation to maintain the Service Levels and minimum conditions foreseen. Likewise, in the event that the CONCESSIONAIRE does not report the damages within the term indicated in this Clause, a subsequent recognition shall not be applicable.

# ECONOMIC AND FINANCIAL REGIME

## Permitted Guaranteed Indebtedness

* 1. The CONCESSIONAIRE shall request PROINVERSIÓN, in writing, with a copy to the GRANTOR, its conformity to the Permitted Guaranteed Indebtedness, accompanying such communication, the following:

1. Executive summary describing the value of the amounts committed in each of the credit agreements and/or debenture issuance agreements.
2. The affidavit to obtain the qualification of Permitted Creditor, containing the requirements contained in Appendix 1 of Annex 9.
3. Copy of the draft contracts and documentation as set forth in Appendix 2 of Annex 9.
4. The affidavit of the CONCESSIONAIRE containing the information detailed in Appendix 3 of Annex 9.

Since the risk of managing and obtaining the financing is under the responsibility of the CONCESSIONAIRE, the verification of the conditions and terms of the financing documents and the minimum requirements shall be deemed fulfilled if the final drafts of the contracts, listed above, establish that the rights provided in favor of the Permitted Creditors do not exceed those granted by the Concession Contract, and that any Contract to the contrary shall not be enforceable against the GRANTOR.

* 1. PROINVERSIÓN's evaluation shall consist of reviewing that the documents of the Permitted Guaranteed Indebtedness have been issued in accordance with the conditions of the table in Appendix 1 of Annex 9 and that the guarantee contracts granted by the CONCESSIONAIRE do not alter the present Contract or generate risks or any additional liability to the GRANTOR not regulated in this Concession Contract.
  2. PROINVERSIÓN shall issue its conformity to the Permitted Guaranteed Indebtedness within a maximum term of twenty (20) Days counted from the Day after receiving the request for conformity referred to in Clause 8.1, and shall notify the CONCESSIONAIRE, with a copy to the GRANTOR. In case PROINVERSIÓN does not issue its opinion within the term indicated, it shall be understood that the Permitted Guaranteed Indebtedness has conformity.
  3. For the purposes of reviewing the documents, PROINVERSIÓN may request additional information within five (5) days after receiving the request submitted by the CONCESSIONAIRE, granting the CONCESSIONAIRE a maximum term of ten (10) days to submit the required documentation. Once the information requested is submitted completely and without deficiencies by the CONCESSIONAIRE, the calculation of the term for the issuance of PROINVERSIÓN's opinion restarts, counted as of the following day of receipt of the information.
  4. In the event that the term mentioned in the preceding paragraph expires without PROINVERSIÓN's opinion, it shall be understood that the Permitted Guaranteed Indebtedness is in conformity.
  5. PROINVERSIÓN's obligation in this Chapter in relation to the Permitted Secured Indebtedness shall remain in force until the beginning of the Operating Period. Once the Operating Period has started, the GRANTOR shall be responsible for carrying out the process in accordance with the terms and conditions set forth in the preceding Clauses, as applicable.

## Guarantees in favor of Permitted Creditors

* 1. For the purpose of obtaining financing to comply with the execution of the Works under the terms required under this Contract, the CONCESSIONAIRE, provided that the Applicable Laws and Provisions so permit and following the procedure established therein, may grant guarantees in favor of the Permitted Creditors, in order to guarantee the Permitted Secured Indebtedness, on the following:

1. The Concession fee, in accordance with the applicable laws and regulations.
2. The revenues of the CONCESSIONAIRE
3. The shares or participations of the CONCESSIONAIRE.

The CONCESSIONAIRE accepts and acknowledges that the granting and execution of any such guarantee or assignment of funds shall not relieve it of its obligations in compliance with the provisions of this Contract.

The GRANTOR agrees and acknowledges that neither the Permitted Creditors nor any other person acting on their behalf shall be liable for the performance of the Contract by the CONCESSIONAIRE until, if any, the Permitted Creditors exercise the rights referred to in subparagraph b) of the Clause 8.7.1 regarding the execution of the mortgage, in which case, whoever becomes the holder of the mortgage as a consequence of its execution, shall assume, as the new Concessionaire, the obligations and rights of the present Contract.

The GRANTOR and the CONCESSIONAIRE guarantee that the rights stipulated in favor of the Permitted Creditors in this Contract are unrenounceable and irrevocable, except with the prior and express consent of such Permitted Creditors; it being understood that with the sole communication of the Permitted Creditors, addressed to the GRANTOR and the CONCESSIONAIRE letting them know that they will make use of such rights, the acceptance of the respective Permitted Creditor referred to in article 1458 of the Civil Code shall be deemed to have been fulfilled.

The contracts relating to the constitution of the mortgage shall expressly contain a provision stating that, in the event that the financing is terminated or the CONCESSIONAIRE incurs in any grounds that bring about its termination, the Permitted Creditors shall immediately communicate such situation to the GRANTOR.

* + 1. Right of Concession Mortgage

The CONCESSIONAIRE is entitled to mortgage its right of Concession in favor of Permitted Creditors in accordance with the Applicable Laws and Provisions, as security for the Permitted Guaranteed Indebtedness. The authorization for the constitution of the guarantee and its respective extrajudicial execution will be governed by the following rules:

1. Authorization for the constitution of a mortgage

The authorization of the GRANTOR for the constitution of a mortgage on the Right of Concession has been granted by means of the subparagraph g of the Clause 3.2 of this Contract.

1. Extrajudicial foreclosure

The foreclosure of the mortgage shall have the prior authorization of the GRANTOR, and shall follow similar principles and mechanisms as those established for the foreclosure of the mortgage guarantee provided for in Clause 8.7.2, foreclosure procedure to be established in the corresponding mortgage contract in accordance with the Applicable Laws and Provisions.

* + 1. Procedure for the enforcement of the mortgage guarantee over shares or participations corresponding to the Minimum Participation

The procedure for the enforcement of the mortgage guarantee over the shares or participations corresponding to the Minimum Participation, under the direction of the Permitted Creditor(s) and with the participation of the GRANTOR, shall be compulsorily governed by the following rules:

1. The decision of the Permitted Creditor(s) to exercise its right to execute the mortgage guarantee of the shares or participations constituted in its favor, shall be communicated in writing to the GRANTOR, with copy to the Supervisor, and to the CONCESSIONAIRE, in an irrefutable manner, prior to exercising any action or adopting any measure that may directly or indirectly jeopardize the Concession.
2. As from such moment, (i) the GRANTOR shall be prevented from declaring the Termination of the Concession and shall be obliged to immediately initiate the arrangements for the case with the Permitted Creditor(s), in order to appoint the legal person that, under the same terms provided in the Concession Contract and under a remuneration to be agreed with the Permitted Creditor(s), shall be the legal person that, according to the same terms provided in the Concession Contract and under a remuneration to be agreed with the Permitted Creditor(s), which shall not imply that the GRANTOR assumes greater costs than those established in this Contract, shall act as controller and shall be temporarily in charge of the operation of the Concession during the time required for the replacement of the Strategic Partner referred to in the following points; and (ii) no act of the CONCESSIONAIRE may suspend the procedure for the execution of the mortgage guarantee, being prevented from complying with the obligations that gave rise to the execution of the aforementioned guarantee.
3. For such purposes, the Permitted Creditor(s) may propose to the GRANTOR, with copy to the Supervisor, qualified operators, who comply with the requirements established in the Declaration of Interest, being the GRANTOR who will choose one of them to temporarily take charge of the Concession as controller. The designation of the legal entity that will act as controller shall be communicated in writing to the Supervisor and to the CONCESSIONAIRE. From that moment on, the CONCESSIONAIRE shall be obliged to initiate the necessary coordination with the designated controller, so that the transfer is carried out in the most efficient manner possible.
4. The transitory operation of the Concession in the hands of the controller shall be signed within a term no longer than sixty (60) Calendar Days as of the Day following the day on which the CONCESSIONAIRE becomes aware of the aforementioned designation, and the CONCESSIONAIRE shall assume responsibility if the aforementioned transitory operation is not signed due to causes attributable to the CONCESSIONAIRE.
5. Once the Concession is under the temporary operation of the controller, the Permitted Creditor(s) shall propose to the GRANTOR, the full text of the call and the Tender Documents of the private auction procedure of the Minimum Participation, within a maximum term of thirty (30) Days. Said Tender Documents shall respect the substantive guidelines contained in the Declaration of Interest, especially regarding the general characteristics of the Concession and the Definitive Engineering Studies, respectively. To such effect, the Permitted Creditor(s) shall submit a proposal of call and Tender Documents to the GRANTOR.
6. Once the text of the call and the Tender Documents of the private auction procedure of the Minimum Participation is submitted for the consideration of the GRANTOR, the latter shall formulate its observations on the same through an opinion that shall be issued within fifteen (15) days as from the following day in which the text in reference was delivered to it. Upon expiration of such term and in the absence of any opinion by the GRANTOR, the referred text shall be understood as approved.
7. Once the Permitted Creditor(s) become aware of the observations made by the GRANTOR, they will have a term not longer than ten (10) Days to correct or reject them and submit to the GRANTOR for a second time the text of the call and the Tender Documents of the private auction procedure of the Minimum Participation. Subsequently, the GRANTOR shall issue an opinion regarding the text in reference within ten (10) days counted as from the next day in which it was communicated for the second time. Notwithstanding, once the term in reference has expired and in the absence of opinion, the referred text shall be understood as approved.
8. Once the text of the call and the Tender Documents of the private auction procedure for the Minimum Participation have been approved, the Permitted Creditor(s) shall process the call for the procedure within a term not to exceed ten (10) days thereafter. The successful bid must be granted in a term that may not exceed one hundred and eighty (180) days counted from the following day of the call, unless, according to the circumstances of the case, the processing of such procedure requires a longer term, in which case the extension determined by the GRANTOR shall be applied on a one-time basis.
9. Once the successful bid of the private auction of the Minimum Participation has been granted according to what is established in the text of the Tender Documents approved by the GRANTOR, as well as to what is stated in this Clause, such act shall be communicated in writing both to the GRANTOR and to the intervening legal entity. From that moment on, the latter will be obliged to initiate the arrangements for the case, with the purpose that the transition of the operation of the Concession is carried out in the most efficient way possible. The definitive substitution of the Strategic Partner in favor of the successful bidder shall be signed within a term of no more than thirty (30) days as of the day following the day on which the successful bidder was awarded the private auction, unless the substitution cannot be signed within said term due to an event attributable to the successful bidder.
10. Said definitive substitution must be evidenced by means of the respective certificates or deeds of transfer of the shares or rights. A copy of said documents shall be delivered to the Permitted Creditors and to the GRANTOR, in addition to the corresponding inscriptions in the Public Registries, and the CONCESSIONAIRE shall assume the costs and risks generated by these proceedings.
11. According to the procedure previously established, the successful bidder of the private auction described above will be recognized by the GRANTOR as the new Strategic Partner. For such effects, such Strategic Partner will substitute the original Strategic Partner in its entirety, being subject to the terms of the present Concession Contract.

## Right to rectification of Permitted Creditors

* 1. The GRANTOR, following a report from the Supervisor, shall notify the Permitted Creditors, simultaneously with the notice sent to the CONCESSIONAIRE, of the occurrence of any breach of the obligations of the CONCESSIONAIRE set forth in Chapter XV, with the exception of the grounds set forth in Clause 15.1.7, in order for the Permitted Creditors to become aware of this, and to be able to take the actions they consider necessary to contribute to the full compliance with the obligations of the CONCESSIONAIRE.
  2. The GRANTOR acknowledges that the Termination of the Concession Contract may not be declared, without previously notifying the Permitted Creditors of such intention, and without the Permitted Creditors having had the right to remedy the grounds that has originated the right of the GRANTOR to terminate the Contract in accordance with the term provided in this Clause and with the procedure set forth below:

1. In the event of the occurrence of any of the causes set forth in Chapter XV of the Contract, except for the grounds set forth in Clause 15.1.7, and the CONCESSIONAIRE'S term to remedy the non-compliance situation had expired in accordance with the provisions of Clause 15.1.3, the GRANTOR before exercising its right to declare the Termination of the Concession Contract, the GRANTOR shall first send a written notice to the Permitted Creditors informing what has happened. Such communication shall expressly state the grounds or causes of Termination produced. In order for such notice to be considered valid, it must have the respective receipt charge or be sent by e-mail, being necessary the verification of its receipt.
2. The Permitted Creditors shall have a term of sixty (60) Days counted from the Day after the notice referred to in subparagraph a) above, to remedy the grounds or causes of Termination that have been notified to them. Once such term has elapsed without the Permitted Creditors remedying the occurred Termination grounds, or, having communicated the Permitted Creditors to the GRANTOR their decision of not exercising their right to remedy, the GRANTOR may exercise its right to declare the Termination of the Contract, assuming the obligations before the Permitted Creditors according to Chapter XV.

The failure of the Permitted Creditors to exercise their right to cure shall in no way affect or affect the benefits and/or rights established in favor of the Permitted Creditors in this Contract.

1. In no event shall the intention to cure or the curing of the grounds of action by the Permitted Creditors be construed as an assumption by the Permitted Creditors of any of the covenants, Contracts or obligations of the CONCESSIONAIRE under this Contract.
   1. Without prejudice to the application of the corresponding penalties, in case the CONCESSIONAIRE remedies the grounds for Termination during the period of sixty (60) days referred to in subparagraph b) above, the GRANTOR undertakes to notify the Permitted Creditors within seventy-two (72) hours of such event, communicating the cessation of the existence of the grounds for Termination.

## Financial Closing

* 1. The CONCESSIONAIRE must prove that it has the financial resources or the signed contracts that establish the financing commitments for the execution of the Project, as established in the Concession Contract.
  2. The minimum amount to be accredited by the CONCESSIONAIRE shall correspond to the sum of the amounts set forth in the Definitive Engineering Studies of the three (3) COARs that have the due conformity of the GRANTOR. Notwithstanding the accreditation of the Financial Closing, the CONCESSIONAIRE is obliged to obtain the full amount of the funds necessary to finance the obligations it is responsible for under the Concession Contract. In the event that all or part of the aforementioned commitments are credited in Dollars, the Exchange Rate in effect on the date of the request for conformity of the Financial Closing shall be applied to verify compliance with this condition.
  3. The operations for obtaining financing may not have the effect, directly or indirectly, of exempting the CONCESSIONAIRE from its obligation to comply with each and every one of the provisions of the Concession Contract and the Applicable Laws and Provisions.
  4. In order to prove that the CONCESSIONAIRE has the financing corresponding to the amounts set forth in the Definitive Engineering Studies, within a term of up to ninety (90) Calendar Days counted from the Day after the conformity of the Definitive Engineering Studies of the three (3) COAR, shall submit in writing the request of conformity of the Financial Closing, according to Appendix 2 of Annex 9, to PROINVERSIÓN, with copy to the GRANTOR, accompanying all the relevant documentation, according to Appendix 3 of Annex 9, as well as the one required by the Applicable Laws and Provisions, which at least shall be the following:

1. Document evidencing payment in cash of one hundred percent (100%) of the minimum capital stock subscribed and paid in cash, in accordance with the provisions of Item b of the Clause 3.3 of the Concession Contract.
2. Notarized copy of the financing contracts, guarantees, trusts and in general any relevant contractual text, which the CONCESSIONAIRE has agreed with Companies related to it.
3. Notarized copy of the financing Contracts, guarantees, trusts and in general any relevant contractual text, which the CONCESSIONAIRE has agreed with the Permitted Creditors; referring to the Affidavit to obtain the qualification of Permitted Creditor referred to in Appendix 1 of Annex 9 of the Concession Contract.
4. Documents evidencing the signing and full payment in cash of any increase of the capital stock for an amount greater than the minimum amount indicated in subparagraph b of the Clause 3.3 of the Concession Contract.

In order to credit the Financial Close through Permitted Guaranteed Indebtedness, the CONCESSIONAIRE shall obtain the prior approval of the Permitted Guaranteed Indebtedness, according to the terms and conditions set forth in Clauses 8.1 to 8.6.

* 1. In the event that the CONCESSIONAIRE determines that it will not be able to comply with the submission of the complete Financial Closing documents within the term established in Clause 8.14, the latter may request by means of a written communication to PROINVERSIÓN with copy to the GRANTOR, an extension of up to ninety (90) Calendar Days, accompanying the corresponding economic or technical support. Such request shall be submitted no later than twenty (20) Days prior to the expiration of the term indicated in Clause 8.14. PROINVERSIÓN shall have a maximum term of eight (8) days from the day following receipt of the extension request to issue its written opinion to the CONCESSIONAIRE, subject to the opinion of the GRANTOR, which shall be given within a maximum term of five (5) days from the day following receipt of the request. In case PROINVERSIÓN does not receive the GRANTOR's opinion, it shall be understood that the GRANTOR agrees with the requested extension.
  2. For purposes of the evaluation, PROINVERSIÓN will review: (i) that the documentation submitted by the CONCESSIONAIRE in accordance with Clause 8.14 (i) the Concession Contract is complete and duly signed; in the case of crediting through a Permitted Guaranteed Indebtedness, it shall be reviewed that the documents have been issued in accordance with the conformity granted, for which purpose the conditions of the table in Appendix 3 of Annex 9 shall be taken into account, (ii) that the amount of the financing contract is equal to or greater than the amount required to credit the Financial Closing as established in Clause (i) the amount of the financing contract is equal to or greater than the amount required to credit the Financial Closing as established in Clause (iii) the amount of the financing contract is equal to or greater than the amount required to credit the Financial Closing as established in Clause 8.12; and, (iii) the financing contract is firm, meaning that all the conditions precedent for the signing of the contract have been fulfilled, since it is signed by persons with sufficient authority to do so.

PROINVERSIÓN shall have a maximum of thirty (30) Calendar Days after receiving the communication from the CONCESSIONAIRE to issue its conformity or reject the documentation submitted. In case PROINVERSIÓN does not issue its opinion within the term indicated, it shall be understood that its opinion is favorable.

* 1. In case PROINVERSIÓN issues its conformity, it shall send to the GRANTOR, with copy to the Ministry of Economy and Finance, the documents evidencing the Financial Closing for its knowledge, according to the Applicable Laws and Provisions.
  2. PROINVERSIÓN's conformity to the Financial Closing does not affect or limit the exclusive responsibility of the CONCESSIONAIRE to have sufficient resources to execute the Investment and to comply with the other purposes of this Contract.
  3. The financing operations subscribed with Related Companies, Affiliated Companies, Parent Companies, Subsidiary Companies, Permitted Creditors or with third parties are not opposable to the State, therefore, it is hereby established that the GRANTOR shall not assume obligations or debts derived from such operations.
  4. If the CONCESSIONAIRE does not accredit the Financial Closing within the terms established in Clauses 8.14 or 8.15 of the Concession Contract, the application of the penalties foreseen in Annex 15 for the non-accreditation of the Financial Closing shall be applicable. The GRANTOR shall request the termination of the Contract for breach by the CONCESSIONAIRE, in accordance with the provisions of Chapter XV.

In this case, the GRANTOR shall execute the Contract Performance Bond, without prejudice to the penalties pending payment by the CONCESSIONAIRE.

## Co-financing

* 1. The Co-financing is made up by the contributions for the Availability Payment (PPD). The necessary resources for the Co-financing shall be paid from the GRANTOR's budget, which shall be transferred to the Administration Trust as set forth in Appendix 4 of Annex 14 of this Concession Contract.

For the purposes of the payment of the PPD to the CONCESSIONAIRE, the latter must issue the respective payment voucher(s) to the GRANTOR in accordance with the respective settlement and payment procedure set forth in Annex 14 of this Concession Contract and the Applicable Laws and Provisions.

* 1. In case the GRANTOR has not complied with the payment of the PPD for more than sixty (60) consecutive Calendar Days, either at the time provided in this Chapter and as indicated in Annex 14 of this Contract, and provided that the payment obligation is enforceable under the terms of this Contract, the CONCESSIONAIRE may request the Termination of the Contract, in accordance with the provisions of Chapter XV.

## Availability Payment Regime

* 1. The PPD is the single payment that the GRANTOR shall make to the CONCESSIONAIRE for the totality of the Investment, implementation of equipment and furniture, and Operation of the Mandatory Services of the three (3) COARs.
  2. Said payment shall be made in Soles for due quarterly periods, as described in Annex 14, starting from the quarter in which the Certificate of Commencement of Operation of the first COAR is subscribed and until the termination of the Contract. The quarterly amount of the PPD to be paid to the CONCESSIONAIRE for each COAR shall be the result of the adjustments and Deductions imposed in accordance with the settlement procedure set forth in Annex 14 of this Contract. The PPD for settlement and adjustment purposes is made up of the following components:

1. PPD1 equivalent to 58% (fifty-eight percent) of the PPD established in the Declaration of Interest/Economic Offer.
2. PPD2 equivalent to 42% (forty-two percent) of the PPD established in the Declaration of Interest/Economic Offer.

* 1. PPD1 will form part of the PPD settlement for ten (10) years, in installments to be settled quarterly. PPD1 shall not be subject to updates.
  2. Meanwhile, PPD2 will form part of the quarterly settlement of the PPD during the entire Project's Operating Period. Seventeen percent (17%) of PPD1 and 94.5% (ninety-four point five percent) of PPD2 may be subject to Deductions based on compliance with the Service Levels specified in Annex 13.

## Availability Payment Adjustment

* 1. The value of the PPD may be adjusted only for any of the following items: (i) adjustment for the Consumer Price Index (CPI); and, (ii) adjustment for reduction of food and laundry services, according to the following:

1. **Adjustment for Consumer Price Index (CPI)**

The PPD2 component of the PPD will be adjusted by the Consumer Price Index (CPI) on an annual basis, as of the first quarter of the start of operations of the first COAR in accordance with the provisions of paragraph 2 of Appendix 1 of Annex 14.

1. **Adjustment for reduction in food and laundry services**

Additionally, at the GRANTOR's request, the PPD2 may be adjusted for annual periods as a consequence of the programming carried out by the GRANTOR for the food and laundry services as established in Appendices 3 and 5 of Annex 12. The GRANTOR may only make downward variations with respect to the initial values established for such services (Rac\_Eq0, for the food service, and Pr\_Eq0, for the laundry service) as established in paragraphs 4 and 5, and Appendix 1 of Annex 14.

## Economic - Financial Balance

* 1. The Parties acknowledge that as of the Closing Date the Concession Contract is in a situation of economic-financial equilibrium in terms of rights, responsibilities and risks assigned to the Parties.

The Parties declare their commitment to maintain the economic-financial equilibrium of the Contract during its term.

* 1. The Concession Contract stipulates a mechanism for the reestablishment of the financial economic equilibrium to which the CONCESSIONAIRE and the GRANTOR shall be entitled in the event that, exclusively and explicitly due to changes in the Applicable Laws and Provisions, they have direct impact with economic or financial aspects linked to the variation of income and/or costs assumed by the CONCESSIONAIRE, pursuant to the Applicable Laws and Provisions.
  2. Any Party that considers that the economic-financial equilibrium of the Contract has been affected may assert, in writing, its reestablishment to the Supervisor with a copy to the other Party, attaching a report that technically, economically, financially and legally supports such affectation, as well as the proposal to achieve the reestablishment. The existence of an imbalance does not give rise to the suspension of the term or the Termination of the Contract.
  3. In this regard, it shall be the Supervisor's responsibility to evaluate the breach of the economic-financial equilibrium, as well as to estimate the amount of compensation that will allow the reestablishment of such equilibrium.
  4. The effect on the economic-financial equilibrium shall be determined based on the audited financial statements of the CONCESSIONAIRE, according to the information provided by the Parties to the Concession Contract, where the aforementioned variations in income and/or costs are supported. Notwithstanding the foregoing, the GRANTOR and/or the CONCESSIONAIRE may request further information to support the aforementioned variations.

The Supervisor will establish the magnitude of the imbalance according to the difference between:

#### The income for the year before taxes, specifically related to the provision of the Mandatory Services.

#### The recalculation of the income before taxes of the same fiscal year, related to the rendering of the Mandatory Services, applying the values of income or costs that correspond to the moment prior to the modification that occurs as a consequence of the changes referred to in Clause 8.29.

For such purpose, the Supervisor may request from the GRANTOR and/or the CONCESSIONAIRE the information it deems necessary regarding the revenues and costs that have been affected by the changes in the Applicable Laws and Provisions.

* 1. If it is proven that the imbalance is produced in several periods, without having restored the economic-financial equilibrium, the accumulated difference of profits shall be calculated following the same procedure.

Then, the imbalance factor will be found by means of the following expression:

If the percentage of the imbalance, in absolute value, exceeds ten percent (10%), it shall be reestablished.

If the imbalance affects the CONCESSIONAIRE (b>a), the GRANTOR shall grant it a compensation equivalent to the difference of the amount obtained in subparagraph b) minus the amount obtained in subparagraph a). If the imbalance affects the GRANTOR (b<a), the CONCESSIONAIRE shall grant a compensation to the GRANTOR equivalent to the difference of the amount obtained in subparagraph a) minus the amount obtained in subparagraph b).

* 1. In the event that any of the Parties asserts the reestablishment of the economic-financial equilibrium, the Supervisor shall be responsible for determining whether it is appropriate, within thirty (30) days following receipt of such request, in application of the provisions of the preceding paragraphs.

If it is the case, the Supervisor shall establish within a term not exceeding thirty (30) Days, after determining the origin, the amount to be paid in favor of the Party that asserted the reinstatement, applying for such purpose, the valuation criteria set forth in this Chapter. The Party that asserted the reinstatement and the other Party shall be informed of the result so that it may take the corresponding measures.

In case of delay, an effective annual interest rate in Soles shall accrue, equivalent to the nominal value of the LIBOR rate plus two percent (2%) on the unpaid balance after the maximum period of payment.

* 1. If the Parties do not agree on the result issued by the Supervisor, within ten (10) Days after receiving notice of the Supervisor's opinion, either of them may consider that a Non-Technical Controversy has arisen and shall be resolved in accordance with the Dispute settlement mechanisms regulated in Chapter XVI of this Contract.

The provisions of this Chapter shall not be applicable to those changes resulting from provisions or resolutions issued by the Competent Governmental Authority that establish administrative decisions, infractions or penalties, which were considered in the Contract or were the result of acts, facts attributable to or resulting from the performance of the CONCESSIONAIRE.

* 1. In order to make effective the reestablishment of the approved Financial economic equilibrium in favor of the CONCESSIONAIRE, the GRANTOR shall make the corresponding budgetary provisions in the budget to be approved for the following fiscal year, so that during the first quarter of such year the corresponding payment is made effective.
  2. In the event that the reestablishment of the Financial economic equilibrium in favor of the GRANTOR is approved, the compensation to be paid by the CONCESSIONAIRE shall be disbursed during the first quarter of the following Calendar Year.
  3. Alternatively, the Parties by mutual Contract may establish that the compensation shall be added to or discounted from the PPD without including interest. For such effect, the value shall be considered as a negative or positive balance to be settled, as the case may be, in accordance with the provisions of Paragraph 11 of Appendix 1 of Annex 14 of the Contract.

## Taxation of the Concession

* 1. The CONCESSIONAIRE shall be subject to the applicable national, regional and municipal tax legislation, and shall comply with all the obligations of a tax nature corresponding to the exercise of its activity.
  2. The consequences of non-compliance with tax obligations shall be assumed by the CONCESSIONAIRE and shall not be enforceable against the GRANTOR.
  3. The CONCESSIONAIRE may manage, at its own risk, the execution of a legal stability Contract, which, according to the Applicable Laws and Provisions, has the quality of a contract with force of law, pursuant to the provisions of Legislative Decree No. 662, Legislative Decree No. 757; and, the first and second paragraph of article 19 of the Orderly Unique Text approved by Supreme Decree No. 059-96-PCM, upon compliance with the conditions and requirements established in said norms, or those that modify or replace them.

# GUARANTEES

## Guarantee of the GRANTOR in favor of the CONCESSIONAIRE

1. Pursuant to the provisions of subparagraph b of the Clause 3.4, the GRANTOR grants in favor of the CONCESSIONAIRE the assurances and guarantees of the State of the Republic of Peru in support of the obligations, representations and Guarantees payable by the GRANTOR established in the Concession Contract. The Parties acknowledge that, in no case, the aforementioned guarantee shall constitute a financial guarantee.

## Guarantees of the CONCESSIONAIRE in favor of the GRANTOR

1. The Contract Performance Bonds guarantee, during their term, the correct and timely fulfillment of each and every one of the CONCESSIONAIRE's obligations regulated in the Concession Contract, and shall be issued as follows:

**9.2.1. Performance Bond of Works and Equipment**

This is the Contract Performance Bond that the CONCESSIONAIRE is obliged to deliver to the GRANTOR, prior to the Closing Date, in the amount of S/22'772,092.90 (Twenty-two million seven hundred seventy-two thousand ninety-two and 90/100 Soles) and shall guarantee the obligations of the CONCESSIONAIRE from the Closing Date until the end of the Construction Period. Likewise, it shall remain in force up to one (1) year after the signing of the last Certificate of Commissioning of the three (3) COARs; the same shall be issued in accordance with the provisions of Annex 7 of this Contract.

This guarantee shall be granted for annual periods and its renewal shall be made prior to the loss of validity in accordance with the terms set forth in Clause 9.6 and subsequent.

**9.2.2. Performance Bond of Operation**

This is the Contract Performance Bond that the CONCESSIONAIRE is obliged to deliver to the GRANTOR, as of the date of signing of the last COAR Certificate of Commissioning, for the amount equivalent to fifty percent (50%) of the PPD2, as provided in Paragraph 2 of Appendix 1 of Annex 14 of this Contract or the amount of S/ 11'386,046. 45 (Eleven million three hundred and eighty-six thousand forty-six thousand forty-six and 45/100 Soles), whichever is greater; and it shall guarantee the CONCESSIONAIRE'S obligations during the Operating Period. Likewise, it shall remain in force for up to two (2) years after the term of the Contract; the same shall be issued in accordance with the provisions of Annex 8.

This guarantee may be granted for annual periods and its renewal must take place prior to the loss of validity, in accordance with the terms set forth in Clause 9.6 and subsequent.

1. The GRANTOR is empowered to execute all or part of the corresponding Contract Performance Bonds, in the cases established in this Contract.

The Contract Performance Bond may be executed in case the penalties accrued under this Contract are not paid directly and timely by the CONCESSIONAIRE in accordance with the provisions of Chapter XVII.

1. During the year after the signing of the last Certificate of Commissioning of the three (3) COAR during which the Performance Bond of Works and Equipment shall remain in force, the GRANTOR may execute totally or partially such bond as a consequence of events generated since the Closing Date. In case such events prevent the continuity of the Operation of the COAR and/or derive in the Termination of the Contract, the GRANTOR shall have the right to execute additionally the Performance Bond of Operation.

## Renewal of Guarantees

1. The Performance Bond of Works and Equipment and the Performance Bond of Operation shall be renewed annually, in such a way that the amounts and terms set forth in Clause 9.2.

If the term of the Concession is extended, the Performance Bond must be renewed annually, so that it remains in force for up to two (2) years after the period of termination of the extension.

1. If the Guarantees are not renewed by the CONCESSIONAIRE no later than thirty (30) Calendar Days prior to their expiration, the GRANTOR shall proceed to their total execution, as well as to the notice to remedy the breach provided for in Clause 15.1.3.

By virtue of the total execution indicated above, the amount of the Guarantee shall be retained in an account of the Administration Trust by the GRANTOR, as a guarantee, until the CONCESSIONAIRE complies with the renewal of the respective Guarantee, which may be done for up to the maximum term established in Clause 15.1.3 for the cure of the failure to renew the guarantee.

1. Once the renewal has been accredited by the CONCESSIONAIRE to the GRANTOR, the latter shall return to the CONCESSIONAIRE the amount of the Guarantee, without interest, and after deducting the expenses incurred, if any. In order for this refund to be made, the CONCESSIONAIRE must have renewed the Guarantee in compliance with the requirements set forth in the Clause 9.5, otherwise, the retention will be maintained until the guarantee is credited as rectified.
2. In case the CONCESSIONAIRE does not renew the Guarantee within the established term, the GRANTOR will dispose of the retained resources, the grounds foreseen in subparagraph h of the Clause 15.1.3 will be configured and shall proceed in accordance with the Contract Termination procedure set forth in Chapter XV.

In addition, the penalties set forth in Annex 15 shall be applicable.

## Enforcement of the Performance Bond

1. In the event of total or partial execution of the Performance Bond of Works and Equipment and of the Performance Bond of Operation during the term of the Contract, the CONCESSIONAIRE shall reimburse it at the amount established and in accordance with the conditions regulated in the Clause 9.2, within a term no longer than fifteen (15) Days from the Day following its execution. Failure by the CONCESSIONAIRE to comply with the term for restitution of the executed Guarantee shall constitute the non-compliance referred to in subparagraph h of the Clause 15.1.3.

Once the execution of the respective Guarantee has been carried out, the GRANTOR shall dispose in its favor the corresponding amount resulting from the non-compliance of the CONCESSIONAIRE, being that the remaining balance shall be retained in an account of the Administration Trust, as a guarantee, until the CONCESSIONAIRE complies with the restitution of the full amount of the respective Guarantee within the term indicated above, or, until the maximum term established in Clause 15.1.3 for the cure of this obligation, in the event of non-compliance by the CONCESSIONAIRE.

Upon compliance with the restitution, the GRANTOR undertakes to instruct the Trustee to return the remaining amount, without interests, and after deducting the expenses incurred, if applicable. In the event of failure to return the respective guarantee, the provisions of Chapter XV shall apply.

In addition, the penalties set forth in Annex 15 shall apply.

In the event that the corresponding guarantee must be enforced, the value of the reissuance of said guarantee, or the value of any other economic rights in favor of the guarantor, shall be charged to the CONCESSIONAIRE.

# INSURANCE SYSTEM

## Classes of Insurance Policies

1. During the term of the Concession Contract, the CONCESSIONAIRE shall take out and keep in force the insurance policies detailed in this chapter, to cover the Works, the furniture, sports and technological equipment set forth in Annex 11, the operation of the Mandatory Services, its workers, contractors and subcontractors, as well as third parties, among others, contractors and subcontractors, as well as third parties, among others, establishing the GRANTOR, or whoever it designates, as additional insured in the respective contracted policies, in order to allocate, in its case, the product of the insurance indemnity in the restitution, replacement or repair of the damaged goods.
2. The policies shall have as insured the CONCESSIONAIRE, who undertakes to allocate one hundred percent (100%) of the amounts resulting from the indemnity for any loss, to the repair of the damages caused by such loss, replacement of the damaged property and reconstruction of the Works, as the case may be. These amounts shall be deposited in the "Insurance" account of the Administrative Trust for subsequent use.
3. The CONCESSIONAIRE shall contract, at its own account, cost and risk, all insurance policies required under the Concession Contract with insurance and reinsurance companies rated A or higher at the time of contracting or renewing the insurance policy, according to information from the Superintendence of Banking, Insurance and AFP, or risk rating agencies operating in Peru or abroad.

The international reinsurers covering the risks of the insurer contracted by the CONCESSIONAIRE shall have a risk rating no lower than the rating of the Peruvian sovereign debt corresponding to foreign currency and long term, assigned by an international risk classification entity that classifies the State of the Republic of Peru, at the time of contracting and successive renewals.

Failure by the CONCESSIONAIRE to comply with this responsibility shall be considered grounds for termination of the Contract.

1. The CONCESSIONAIRE shall send to the GRANTOR a copy of the insurance contracts signed for the purpose of covering the associated risks, in accordance with the terms set forth in Clause 10.16; in case of failure to comply with the term indicated, the corresponding penalty set forth in Annex 15 shall be applied.
2. The GRANTOR shall not assume any type of obligation or payment liability before any insurance or reinsurance company with respect to the insurance policies required under the Concession Contract.
3. Only in the event that the restitution, replacement or repair of the damaged Concession Assets is materially impossible, the indemnity shall be delivered to the GRANTOR, within thirty (30) days after the date on which the procedure is carried out before the insurance company (which must be initiated within the maximum term after the occurrence of the loss, according to the provisions of the respective policy), or to whoever the latter has established as additional insured, not being obliged to reimburse any amount to the CONCESSIONAIRE.
4. The list of the coverages set forth in this Chapter is enunciative, being understood only as minimum requirements:
5. **Construction and Erection All Risks Insurance**

The CONCESSIONAIRE is obliged to contract and maintain in force, as from the signing of the Certificate of Commencement of Construction, an all risk insurance policy called CAR (Construction All Risk), which considers Basic coverage ("A") and others in accordance with the coverages usually used in the insurance market for this type of activities.

In addition to the Basic coverage ("A"), the CAR policy must include other coverages such as: Coverage ("B") that covers earthquake and tremor damages; Coverage ("C") that covers rain, flood and landslides, Coverage ("D") that covers material damages until the end of the commissioning of the last COAR and Coverage ("G") for debris removal.

Also, political risks such as strikes, civil commotions, malicious damage, vandalism and terrorism, theft and other subway installations, extensive maintenance, other adjacent properties, weakening of bases, masses and subsoils, design errors and hidden defects associated therewith shall be included.

These coverages shall be in force during the entire Construction Period of the COAR, except for coverage (D), which begins with the request for reception of the Work and implementation of equipment submitted by the CONCESSIONAIRE and remains in force until the issuance of the Certificate of Commissioning.

Additionally, "Civil Liability E and F" coverage shall be included, which shall cover direct, indirect and consequential damages, during the entire corresponding Construction Period, including the Commissioning.

The insured value shall not be less than the amount of the Investment in Works as approved in the respective EDI. In case any loss exceeds the insured amount, the CONCESSIONAIRE shall be liable for the balance not covered by the contracted insurance, relieving the GRANTOR of liability, with the exception of the provisions of Clause 10.23.

The validity of this policy shall be from the signature of the Certificate of Commencement of Construction until the issuance of the Certificate of Commissioning.

1. **Civil engineering completed risks insurance**

The CONCESSIONAIRE shall comply with the contracting of the aforementioned policy, covering the property risk of the Works completed and in operation against all risks, which policy shall commence at the end of the Construction and Erection All Risks insurance coverage and shall remain in force until the end of the term of the Concession.

The coverage shall cover all the finished Educational Infrastructure to be executed and implemented by the CONCESSIONAIRE (civil works, equipment, furniture, including all its installations and stock of any kind and description, whether terrestrial or subway), for all material damages that may be suffered by any property of any kind and description, which shall be consistent with the actual budget executed.

The following shall be included among the risks covered by this policy:

1. Coverage for risks associated with the physical and/or structural integrity of the infrastructure;
2. Coverage for political risks such as strikes, civil commotions, malicious damage, vandalism and terrorism;
3. Coverage for natural risks such as earthquakes, tidal waves, floods, landslides, heavy rains;
4. Coverage for environmental damage risks;
5. Coverage for risks of breakage of machinery, electronic equipment, contractor's all risks, misfortune, mobile and/or portable equipment;
6. Automatic coverage for new acquisitions, own and/or third party vehicles within the insured premises, risks due to impact of aircraft and vehicles,
7. Coverage for land subsidence, landslides and earth movements;
8. Coverage for design errors and hidden defects that may appear in the infrastructure;
9. Coverage for direct loss risks due to any type of loss, including demolition, cleaning, debris removal, extra expenses and extraordinary expenses;

The CONCESSIONAIRE, based on the report prepared by a specialized company, the contracting requirements of which are set forth in Clause 10.15, shall declare to the insurance company the total replacement value of the Works referred to in this Clause, including all its installations, equipment, furniture and stock, as the total value of the risk exposure. However, the sums insured shall be at least the maximum probable loss for each risk. In case any loss exceeds the sum insured, the CONCESSIONAIRE shall be liable for the balance not covered by the insurance contracted, relieving the GRANTOR of liability, except for the provisions of Clause 10.23.

The insured value shall at all times include the replacement value clause. Such insured sum shall be at least the maximum probable loss resulting from the risk analysis indicated in Clause 10.15 of the Contract. The flows derived from any loss covered under this policy shall be used for the repair, replacement or reconstruction of the Educational Infrastructure, as appropriate.

Notwithstanding the foregoing, the flows from the policies may be channeled through the accounts or trusts arranged by the CONCESSIONAIRE, provided that the corresponding contracts comply with the provisions of this Chapter. Any amount paid for insurance in excess of the cost of repair, replacement or reconstruction, as the case may be, shall be deposited in the Co-financing Account of the Administration Trust, for the purpose of being used for such purpose.

The GRANTOR, prior opinion of the Supervisor, shall suspend the obligation of the CONCESSIONAIRE to contract and keep in force the policy covering damages to the completed Works only with respect to acts of terrorism, if this type of insurance is no longer offered in the national and international market. To prove this, the CONCESSIONAIRE shall submit a report prepared by a specialized national or international company of recognized prestige, other than the CONCESSIONAIRE's insurance broker, agent or advisor.

The suspension of this obligation shall operate as from the moment in which the alternative treatment to be agreed between the CONCESSIONAIRE and the GRANTOR in writing to regulate the case in which the completed Works are damaged by acts of terrorism comes into force. If during the suspension referred to in this paragraph, the national or international market should again offer policies to cover damages caused by acts of terrorism, the CONCESSIONAIRE shall inform the GRANTOR and the Supervisor of such situation within a maximum period of ten (10) days after having received the relevant information, reactivating the obligation of the CONCESSIONAIRE to contract and maintain in force the policy covering this type of damages. The CONCESSIONAIRE shall contract such policy within twenty (20) Days after being requested in writing by the GRANTOR.

This obligation shall become effective again at the time the CONCESSIONAIRE contracts the policy to cover the damages to the finished Works, equipment, furniture and all its facilities due to acts of terrorism; or, once the term of twenty (20) Days referred to above has elapsed, whichever occurs first. Simultaneously with the entry into force of this obligation, the alternative treatment agreed upon by the Parties shall be without effect, with the possibility of suspending it again under the same terms referred to in this paragraph, if the event foreseen herein should occur again.

In the event of a loss related to acts of terrorism, when the CONCESSIONAIRE has not contracted the policy and it is verified that such policy does exist in the national or international market, the CONCESSIONAIRE shall assume the costs, expenses and taxes derived from the loss.

1. **General Liability, Contractual, Extracontractual, Employer's Liability Insurance**

During the term of the Concession, the CONCESSIONAIRE shall comply with contracting and maintaining in force the civil liability coverage that shall cover any damage, loss or injury that may occur to third party property or to third parties due to any action of the CONCESSIONAIRE, its contractors, subcontractors, its officers or employees, in connection with the Concession. This insurance shall include, at least, the following clauses, for the entire period of the Concession term:

1. General Tort Liability.
2. Employer's Liability.
3. Contractual Civil Liability.
4. Cross Liability between the CONCESSIONAIRE, contractors and subcontractors.
5. Civil Liability for Sudden, Unforeseen and Accidental Leakage, Pollution or Contamination.

Although the risk of the civil liability coverage is different during the Construction and Operating Periods, the characteristics of such coverage are similar and must respond to the following particularities:

For all purposes, the State entities, with the exception of the GRANTOR or whoever it may designate, shall be considered third parties for any claim they may make for direct damages and other economic damages they may suffer as a consequence of the construction of the Works and implementation of equipment and furniture, and subsequent Operation of the COARs in charge of the CONCESSIONAIRE, therefore, any State entity shall have the right to make its legal claim, as third parties, for any direct damage from the Works and implementation of equipment and furniture or Operation subject matter of the Concession, and which are legally attributable to the CONCESSIONAIRE, its contractors, subcontractors or any other company, linked, related or designated by the CONCESSIONAIRE.

The sum insured for the liability coverage for personal, material and environmental damages, from the Closing Date, and during the Construction Period, as well as during the Operating Period, shall be determined by the CONCESSIONAIRE at a level sufficient to cover such damages. Such sum insured shall be, as a minimum, the maximum probable loss resulting from the risk analysis indicated in Clause 10.15.

In case any loss exceeds the sum insured, the CONCESSIONAIRE shall be liable for the balance not covered by the insurance contracted, relieving the GRANTOR of liability, except for the provisions of Clause 10.23. Failure to assume this responsibility shall be considered a ground for termination of the Contract.

1. **Workers’ compensation insurance**

The CONCESSIONAIRE shall comply with contracting and presenting all the policies required by the Applicable Laws and Provisions for workers in Peru, covering and protecting the life and health of all workers directly or indirectly related to the Concession, such as Life Insurance Law (Legislative Decree No. 688) and Supplemental Risk Worker's Compensation Insurance (Health and Pensions), among others. These insurances must be contracted considering at least the coverage and requirements demanded by the Applicable Laws and Provisions. The CONCESSIONAIRE shall verify that the subcontractors it hires comply with the aforementioned provisions.

1. **Other policies**

Without prejudice to the mandatory policies indicated in Clauses 10.8 to 10.11, the CONCESSIONAIRE may, in accordance with its own strategic vision for the management and distribution of the risks of the Project, in order to comply with the provisions of the Applicable Laws and Provisions, or for any other duly justified grounds, take out any other insurance policy in addition to those previously established, and shall notify the GRANTOR, with a copy to the Supervisor, once such policies have been taken out.

## Insurance compliance

1. For the purposes of the Concession, the CONCESSIONAIRE shall have the insurance policies required by this Chapter, by way of example and not limitation, being considered, in any case, as minimum requirements that may be extended and improved by the CONCESSIONAIRE, and whose final proposal has obtained the GRANTOR's favorable opinion.
2. The CONCESSIONAIRE shall submit to the GRANTOR, with a copy to the Supervisor, the request for the favorable opinion of the policy proposals within the following terms, which must be in accordance with the information referred to in the subparagraph h of the Clause 3.3:
3. No later than twenty (20) Calendar Days from the day following the Closing Date: General Liability, Contractual, Tort Liability and Employer's Liability Insurance.
4. No later than seventy-five (75) Calendar Days prior to the execution of the COAR Certificate of Commencement of Construction: Construction and erection all risk insurance.
5. No later than sixty (60) Calendar Days prior to the issuance of the Certificate of Commissioning: All Risks Insurance for completed civil works.

The GRANTOR, with the prior opinion of the Supervisor, shall have a term of ten (10) Calendar Days from the day following receipt of the request for its opinion, both for the policy proposal and in the cases in which the CONCESSIONAIRE must submit the renewals pursuant to the provisions of Clause 10.17.

In case the GRANTOR makes observations to the policy proposals submitted, the CONCESSIONAIRE shall have a term of ten (10) Calendar Days to correct them. Once the corrections are submitted by the CONCESSIONAIRE to the GRANTOR, with a copy to the Supervisor, the GRANTOR shall have a term of ten (10) Calendar Days for its opinion, subject to the Supervisor's opinion. Once the term indicated in this paragraph has elapsed, if there is no opinion from the GRANTOR, it shall be understood that its opinion on the policy proposals is favorable, under the responsibility of the GRANTOR.

1. With respect to the policies indicated in Clauses 10.9 and 10.10, the CONCESSIONAIRE shall hire the services of a specialized company of recognized national or international prestige other than the insurance broker, agent or advisor of the CONCESSIONAIRE, for the performance of the risk analysis, which will make it possible to determine, as the sum insured, the maximum probable loss of risk of all the property to be insured, which may be caused as a result of the losses or events that occur and which will be covered by the policies mentioned in the aforementioned Clauses 10.9 and 10.10, as well as the analysis of the other risks required in this Chapter.

The above mentioned specialized company shall be selected by the GRANTOR, based on a list of three (3) companies submitted by the CONCESSIONAIRE, for which the GRANTOR shall make a decision within seven (07) Calendar Days as from the day after receiving the information from the CONCESSIONAIRE.

Such analysis shall be submitted to the GRANTOR, in a report, at least sixty (60) days before the beginning of the contracting of each one of the policies referred to in the Clauses 10.9 and 10.10. The probable maximum loss shall be the minimum sum insured for each policy required; when this reference is used as the sum insured, the policy shall expressly state that the proportional rule corresponding to cases of underinsurance shall not apply.

The company that shall carry out the risk analysis mentioned in this Clause shall be proposed together with the policy proposals, as established in Clause 10.14.

1. Copies of the contracted policies shall be drafted in Spanish language, and shall be delivered to the GRANTOR, with copy to the Supervisor, as appropriate, according to the following terms and conditions:
2. The policies of the Clauses 10.9 and 10.10: within a period not to exceed fifteen (15) calendar days from the day after the favorable opinion on the policy proposals is issued.
3. The policies of the Clauses 10.8: at least twenty (20) Calendar Days prior to the commencement of construction of the corresponding COAR Works.

The contracting of the policies set forth in Clause 10.11 shall be reported to the GRANTOR, with a copy to the Supervisor, on a monthly basis, unless otherwise provided by the GRANTOR for purposes of the execution of the supervision activities.

## Insurance regime

1. Communications

The policies contracted in accordance with the provisions of the Concession Contract shall contain a stipulation that obliges the respective insurance company to notify the GRANTOR in writing, with a copy to the Supervisor, of any default by the CONCESSIONAIRE in the payment of premiums, at least twenty-five (25) Calendar Days in advance of the date on which such default may result in the suspension of coverage or partial or total cancellation of the policy.

The obligation of notice established in this clause shall also be required in case of cancellation or non-renewal of any insurance, in which case the pre-notice shall be made thirty (30) Calendar Days in advance. The respective policy shall at the same time establish that its expiration shall only occur if the insurance company has complied with the obligation referred to in the first part of this clause.

The CONCESSIONAIRE shall notify the GRANTOR, with a copy to the Supervisor, as the case may be, at least sixty (60) Calendar Days prior to the expiration of the corresponding policies, the dates and conditions under which the renewal of such policies shall be carried out.

In the event that the renewal of the policy does not involve a change in the coverages or exclusions, the favorable opinion of the renewal of the policy shall be automatic, once said notice has been made.

In case the renewal of the policy includes changes in the coverages or exclusions, after the above mentioned notice, the GRANTOR, with the previous binding opinion of the Supervisor, shall pronounce in a maximum term of forty (40) Calendar Days. For this purpose, the Supervisor shall have a term of twenty (20) Calendar Days.

If after this term the GRANTOR does not issue an opinion, it shall be understood as its conformity with the terms of the renewal of the policies, under the responsibility of the GRANTOR; unless the CONCESSIONAIRE has not complied with notifying the GRANTOR, with copy to the Supervisor, within the established term, in which case the latter shall have the balance of the term foreseen to issue an opinion. Such conformity does not mean relief from the responsibility of keeping covered all the insurable concepts.

When the renewals of the insurance policies do not imply a modification of its terms and conditions, it will only be necessary to inform such fact to the GRANTOR and the Supervisor, without requiring their opinion.

1. Unaffected obligations

The contracting of insurance does not reduce, limit or alter in any way the other obligations and responsibilities assumed by the CONCESSIONAIRE within the framework of the Concession.

1. Compliance with policies

The CONCESSIONAIRE is obliged before the GRANTOR to comply with the terms and conditions of all insurance policies contracted in accordance with the provisions of the Concession Contract, related to the Concession.

One hundred percent (100%) of the amount resulting from the execution of the insurance shall be destined to the purpose for which it was contracted.

If as a result of the execution of the policies contracted in favor of the GRANTOR there is a balance that may result from the execution of such policies, such balance shall be deposited in the Co-financing Account of the Administration Trust, in order to be used for such purpose.

In the event of a loss, the CONCESSIONAIRE shall report it to the insurance company no later than the next day after it begins and, at the same time, shall notify the GRANTOR. The CONCESSIONAIRE shall initiate, pursue and complete such claims enforcement process as may be necessary or required under the terms of the insurance policy relevant to such loss and shall incur all expenses related to such claims process at its own cost, expense and risk. If the insurance coverage is cancelled due to lack of timely notice of a loss, the CONCESSIONAIRE shall be responsible at its own account, cost and risk, for reestablishing the conditions prior to the loss and for making the corresponding indemnifications, releasing the GRANTOR from all liability.

The CONCESSIONAIRE shall assume the costs of each and every one of the deductibles or coinsurances contracted in the required insurance policies.

1. Coverage Report

Within the first sixty (60) Calendar Days of each Concession Year (including the first year in which the Closing Date occurs) and during the term of the Concession, the CONCESSIONAIRE shall submit to the GRANTOR, with a copy to the Supervisor, the following:

1. A list of the insurance policies to be contracted by the CONCESSIONAIRE during the year in question, indicating, at least, the coverage, the insurance company, the claims made during the previous year and their current status; and,
2. As of the second Concession Year, a certificate issued by the authorized representative of the insurance company indicating the policies and coverage that the CONCESSIONAIRE has contracted during the previous year, in order to demonstrate compliance with the terms of this chapter.
3. Notwithstanding the foregoing, during the term of the Concession, and whenever the GRANTOR or the Supervisor so requires, the CONCESSIONAIRE shall submit reliable proof that all insurance policies are still in force and up to date in their payments.

The GRANTOR, at any time, may request from the CONCESSIONAIRE the delivery of the original of the insurance policies it has contracted, or legalized copies thereof, as well as receipts or documents proving that it is up to date in the payment of the corresponding premiums.

1. In the event of non-compliance with the obligation to keep the policies in force, the GRANTOR may execute the Guarantees, prior notice to the CONCESSIONAIRE, without prejudice to the penalties to which said non-compliance may give rise, or if applicable, the procedures foreseen for the Termination of the Contract shall apply, considering the grounds for Termination established in subparagraph h of Clause 15.1.3.

In case the GRANTOR executes the Guarantees partially or in their entirety, the CONCESSIONAIRE is obliged to reimburse it, in accordance with the provisions of Chapter IX.

1. Non-Covered Events

The CONCESSIONAIRE shall be liable to the GRANTOR or third parties for the losses, damages and liabilities not covered by the aforementioned insurance policies, except in cases of force majeure or act of God of the uninsurable events and those that have parts that are not insurable in the national or international market, as verified by a specialized insurance expert selected by mutual Contract between the Parties.

For this purpose, the payment of the specialized expert's fees shall be at the CONCESSIONAIRE's account, cost and risk, according to the procedure set forth in Clause 6.16 and 6.17.

1. Contracting of policies by the GRANTOR

If the CONCESSIONAIRE fails to maintain the policies in force, as required under this Chapter, the GRANTOR may contract the policies that the CONCESSIONAIRE has failed to maintain in force, in which case it shall notify the CONCESSIONAIRE of the contracting and payment of the premiums at the cost, account and risk of the CONCESSIONAIRE. The amount of such premiums plus interest, from their payment by the GRANTOR until their reimbursement to the GRANTOR, at an annual interest rate (based on a year of three hundred and sixty Calendar Days) equal to an effective annual interest rate in Soles, equivalent to the nominal value of LIBOR plus two percent (2%), shall be reimbursed by the CONCESSIONAIRE to the GRANTOR within a maximum term of five (5) Days counted as of the Day following its notice by the GRANTOR.

The provisions of the preceding paragraph are applicable without prejudice to the execution of the Guarantees and the application of the corresponding penalties, as established in the Concession Contract. The resources resulting from the execution of the Guarantees may be used to contract the insurance policies referred to in this Clause.

## Responsibility of the CONCESSIONAIRE

1. The contracting of insurance policies by the CONCESSIONAIRE does not diminish its liability for causes attributable to it, for which reason it shall be directly liable for all its obligations, over and above any insured liability, except for causes not attributable to it. In these terms, it is obliged to keep the GRANTOR indemnified against any demand, delay or claim related to the execution of the Works and implementation of equipment, Commissioning and Operation, subrogating itself, likewise, in the place of the GRANTOR, if there is a third party claim for this ground, in any way.
2. Regardless of the provisions of this chapter and the obligations established, the CONCESSIONAIRE shall pay the totality of the sums owed to any person, in accordance with the Applicable Laws and Provisions. This implies that, in the event of a loss due to fraud or fault on its part, and which is not covered by the aforementioned insurance policies, the CONCESSIONAIRE shall be solely liable for any possible damage that may be caused.

In no case shall the CONCESSIONAIRE be liable for the acts or facts committed by the GRANTOR, who shall be liable for the damages and losses attributable to them. This exemption from liability covers the provisions related to Environmental Liabilities referred to in Clause 11.11 to 11.13.

The CONCESSIONAIRE is obliged before the GRANTOR to comply with the terms and conditions of all the insurance policies contracted in accordance with the provisions of the Concession Contract, linked to the Concession.

The CONCESSIONAIRE shall assume the costs of each and every one of the deductibles or coinsurances contracted in the required insurance policies.

# SOCIO-ENVIRONMENTAL CONSIDERATIONS

## Responsibilities

* 1. The CONCESSIONAIRE declares to know and understand the scope of the Applicable Laws and Provisions, including the international regulations referred to in the Second Transitory, Complementary and Final Provision of the General Environmental Law, Law No. 28611, or any regulation that modifies or substitutes it, as well as the provisions set forth in this Contract in environmental, social and safety matters.

Throughout the term of the Contract, the CONCESSIONAIRE, as a fundamental variable of its management, must comply at its own risk and expense with the Applicable Laws and Provisions regarding environmental conservation. Likewise, it must implement the necessary measures to ensure appropriate socio-environmental management and the implementation of mechanisms that allow adequate participation and communication with the citizens.

* 1. The CONCESSIONAIRE is responsible for compliance with all obligations contained in the Environmental Management Instruments approved by the Competent Environmental Authority, as well as the mandates established by the latter within the framework of the environmental regulations in force. The environmental certification granted by the Competent Environmental Authority does not exempt the CONCESSIONAIRE from liability with respect to compliance with the environmental regulations in force. Non-compliance shall be sanctioned by the Competent Environmental Authority.

The CONCESSIONAIRE is jointly and severally liable with contractors and subcontractors for any environmental damage or social affectation or affectation to the safety and health of workers caused by the Concession activities, insofar as such damage or affectation is directly attributable to any of them. The contracting of insurance policies does not relieve the Concessionaire from liability.

* 1. The CONCESSIONAIRE is responsible for the management of the environmental impacts generated by its activities from the Closing Date and for the entire Concession term, even when these have not been identified in the Project's environmental instruments or their controls are not regulated in the regulations in force. This responsibility includes the risks and impacts generated by action or omission. To this end, the following prioritization of environmental controls must be taken into account: (i) prevent; (ii) mitigate or correct; (iii) monitor; (iv) remediate or restore; and (v) compensate.

Throughout the term of the Concession, the CONCESSIONAIRE must maintain transparent communication with stakeholders, map and monitor social and political risks, know the evolution of expectations and perceptions about the Concession, coordinate with the GRANTOR the social management actions and communication campaigns to be carried out when appropriate, be accountable for its performance to the Project stakeholders, and promote conflict prevention and resolution.

In this regard, the CONCESSIONAIRE is responsible for acting with respect towards the population, institutions, authorities and different stakeholders, applying an intercultural approach and recognition of human rights and local customs, so that constructive long-term relationships are maintained.

## Project Environmental Certification

* 1. The Project has been classified by the Directorate of Environmental Affairs of the Ministry of Housing, Construction and Sanitation, in Category I of the Environmental Impact Assessment System, and has an Environmental Impact Statement (DIA) approved by Resolution No. \_\_\_\_\_\_\_, which constitutes the Environmental Certification of the Project. This resolution is attached as Annex 16.
  2. As of the Closing Date, the CONCESSIONAIRE shall communicate to the Competent Environmental Authority the change of ownership of the Environmental Certification of the Project, within five (05) Days, and for such purposes the communication shall include the requirements established in the applicable regulations, which shall be detailed in Appendix 1 of Annex 16.
  3. Based on the Technical Proposal submitted and the final design of the Works, the CONCESSIONAIRE shall evaluate the need to submit a supporting technical report to the Competent Environmental Authority if there are changes to the Project with the potential to generate new non-significant environmental impacts, or a modification of the Environmental Impact Statement (DIA) if the changes have the potential to generate new significant environmental impacts. To do so, the Concessionaire must follow the administrative procedure established by the environmental regulation and the Competent Environmental Authority.
  4. In the event the Project requires the use or exploitation of new auxiliary areas not included in the approved Environmental Management Instruments, the CONCESSIONAIRE must also have the approval of the Competent Environmental Authority prior to the intervention.
  5. The CONCESSIONAIRE, during the preparation or updating of the Environmental Management Instruments, shall foresee the synergy and complementarity of the same with the scope of the corresponding Definitive Engineering Studies and with the process of obtaining the licenses and permits issued by the respective Competent Governmental Authorities.
  6. Prior to the start of construction activities of the Project, the CONCESSIONAIRE must have the Environmental Certification, as well as the approved Environmental Management Instrument, if applicable. For the submission of the Definitive Engineering Study to the GRANTOR, it shall not be necessary to have the approved modifying Environmental Management Instrument; however, the CONCESSIONAIRE must accredit such approval to the GRANTOR, with a copy to the Supervisor, at the latest until the Definitive Engineering Study is approved.
  7. The CONCESSIONAIRE must provide training to its workers on issues related to the type of activities to be carried out and the environmental, social, safety and occupational health measures to be implemented within the framework of the approved Environmental Management Instrument(s) and the Applicable Laws and Provisions.

## Environmental Liabilities

* 1. In no event shall the CONCESSIONAIRE be liable for the Environmental Liabilities or for any environmental impact that another activity may have generated prior to the Closing Date, even if the effects occur after such date.

If after the Closing Date negative environmental impacts are generated in the Area of Influence of the Concession, the CONCESSIONAIRE shall be liable only in those cases in which it is proven that the grounds of the damage are attributable to it, as determined by the Competent Governmental Authority. However, it shall demonstrate due diligence and articulate efforts with other interested parties to ensure that the impacts are adequately managed and the affectations are compensated, in a climate of dialogue and collaboration.

* 1. During the elaboration and/or update of the baseline of the Environmental Management Instruments, the CONCESSIONAIRE must identify and evaluate the Environmental Liabilities. In case any of them is identified, it shall communicate it to the GRANTOR indicating (i) its implication for the Project, (ii) its location, (iii) its possible extension, (iv) the socio-environmental impacts it generates and (v) the estimated cost of its remediation.

The GRANTOR shall make arrangements with the Competent Governmental Authority(ies) to determine how and who will progressively assume its remediation according to the Applicable Laws and Provisions. Likewise, it shall request the Competent Environmental Authority that the remediation actions be executed in the shortest possible time, be supervised and monitored.

The Parties may agree that the CONCESSIONAIRE executes the remediation of the Environmental Liabilities that are critical for the progress of the Project. In such case, they shall agree on the mechanism under which the CONCESSIONAIRE shall be compensated for the costs incurred, in accordance with the provisions of Chapter XIX.

* 1. In the event that during the execution of the Works, Environmental Liabilities are identified that originated before the Closing Date, which due to their nature could not have been detected during the environmental baseline survey, the CONCESSIONAIRE shall communicate to the GRANTOR the finding no later than ten (10) Calendar Days after its discovery, informing (i) its implication for the Project, (ii) its location, (iii) its possible extension, (iv) the socio-environmental impacts it generates and (v) the estimated cost of its remediation.

The Parties may agree by means of an addendum, in accordance with the provisions of Chapter XIX and the Applicable Laws and Provisions, the terms and conditions under which the CONCESSIONAIRE shall carry out the removal, remediation, restitution or restoration of the affected environmental components, at GRANTOR's cost.

## Cultural heritage

* 1. The CONCESSIONAIRE declares to be familiar with the Applicable Laws and Provisions related to the protection of the National Cultural and Archaeological Heritage, and undertakes to strictly comply with them, notwithstanding which, it must comply with the following provisions:

1. The CONCESSIONAIRE is responsible for obtaining the Certification of Non-existence of Archaeological Remains until EDI's conformity.
2. Any new building, extension, demolition, restoration, refurbishment or other work involving an immovable property that is part of the Cultural Heritage of the Nation requires, for its execution, the prior authorization of the Ministry of Culture, in accordance with the Applicable Laws and Provisions.
3. If during the Construction Period any archaeological or historical remains are found, the CONCESSIONAIRE is responsible for suspending all activities in the area of the finding and immediately notifying the Ministry of Culture and the GRANTOR. In these cases, the CONCESSIONAIRE must establish protective barriers around the archaeological remains found in the Concession Area and proceed in accordance with the provisions of the Regulations of Archaeological Intervention, or any regulation that modifies or replaces it.
4. If the archaeological or historical remains were a non-isolated element, the GRANTOR shall take the corresponding steps with the Ministry of Culture for its subsequent archaeological rescue, and the CONCESSIONAIRE shall relocate or replant the Works that may be affected by the finding. If the relocation or replanning of the Works requires the acquisition of additional land, this shall be assumed by the GRANTOR, prior Contract of the Parties to the Concession Contract, in accordance with the provisions of Chapter XIX.

In no case may the CONCESSIONAIRE acquire any title or right whatsoever over the archaeological or historical material or remains found.

* 1. Compliance with the obligations described in items c) and d) of the preceding Clause may be asserted by the CONCESSIONAIRE as grounds for suspension of obligations with respect to one or two affected COARs, or of the Concession in the event that all three COARs are affected, in accordance with the provisions of Chapter XIV and VI of this Contract, provided that the circumstances described are duly evidenced by the CONCESSIONAIRE.

## Socio-environmental reports

* 1. During the Construction and Operating Periods, within the first fifteen (15) Calendar Days of January, April, July and October, the CONCESSIONAIRE shall deliver to the Supervisor, with a copy to the GRANTOR, a socio-environmental report that accounts for the status of compliance with the commitments derived from: (i) the approved Environmental Management Instruments; (ii) this Contract; (iii) the implementation of safeguards required by the creditors; (iv) the Contracts signed with interested parties; and (v) the additional management measures proposed in previously submitted Socio-Environmental Reports.

In these reports the CONCESSIONAIRE shall: (i) indicate the status of the Project, (ii) provide information on the activities carried out for the fulfillment of each commitment or obligation in the reporting period; (iii) indicate the environmental problems encountered; (iv) propose the additional measures necessary to solve and correct them; (v) specify the budget spent per activity; (vi) indicate the effectiveness of the implementation of each of the measures adopted; (vii) present performance indicators; and (viii) detail the environmental and social management activities planned for the following period. The evidence shall be supported by attached documents, dated photographs and/or audiovisual material.

The GRANTOR shall have a maximum term of fifteen (15) days from the day following the reception of the socio-environmental report, to send its conformity or observations to the CONCESSIONAIRE. Within the term established by the GRANTOR, the Supervisor shall send its opinion on the matter.

If there are observations, the CONCESSIONAIRE shall have a maximum term of ten (10) days from the day following the receipt of the observations, to send all the additional information requested to the Supervisor, with a copy to the GRANTOR. The GRANTOR shall issue its final opinion to the CONCESSIONAIRE, giving its conformity or rejecting the socio-environmental report, within a maximum term of fifteen (15) Days counted from the Day following the reception of the correction. The Supervisor's opinion shall be sent to the GRANTOR within the term established by the latter.

In case of rejection of the socio-environmental report, the CONCESSIONAIRE shall be applied the penalty established in Annex 15 for not delivering the information required in the socio-environmental report, until such time as the observations are corrected and conformity is obtained.

Once the socio-environmental report is in conformity, the CONCESSIONAIRE shall send a physical and digital copy of the same to the Competent Environmental Inspection Authority, attaching the certificate of conformity.

* 1. Without prejudice to the provisions of the preceding paragraphs, the CONCESSIONAIRE shall deliver a copy to the GRANTOR, the Supervisor and the Competent Environmental inspection Authority, of: (i) each of the reports, reports or environmental controls required by the Competent Governmental Authorities, within the term and conditions established by them; and, (ii) any communication, notice, resolution, information, or similar on socio-environmental aspects that the CONCESSIONAIRE receives from the Competent Governmental Authorities. Likewise, the GRANTOR or the Supervisor may request follow-up meetings with the CONCESSIONAIRE, summoning the Competent Governmental Authorities in environmental and social matters.

# RELATIONSHIP WITH THIRD PARTIES AND STAFF

## Strategic Partner Relations

1. The Strategic Partner must own and maintain a Minimum Interest that at no time may be less than twenty-five percent (25%) of the capital stock, in participation and voting rights.
2. The Strategic Partner must remain during the entire term of the Concession, and must maintain ownership, as direct owner, of at least the Minimum Interest in the CONCESSIONAIRE, except for the exceptions set forth in this Contract.
3. In the cases provided for in this Contract, the Strategic Partner may only be replaced by another one that complies, at least, with the same requirements established in the Declaration of Interest and in the Concession Contract for the Strategic Partner, in accordance with the procedure established in the paragraph (ii) of subparagraph c of the Clause 3.3 of this Contract.
4. The Strategic Partner must oppose any proposed capital increase of the CONCESSIONAIRE if it is not able to participate in it, in order to maintain - at least - its Minimum Participation, by asserting the statutory provision that provides that the capital increase of the CONCESSIONAIRE necessarily requires the favorable vote of the Strategic Partner.

All acts, businesses, contracts and agreements that may affect the percentage of the Minimum Participation, without prejudice to the restrictions established in Clause 3.3, such as the issuance of shares, mergers, capital increases and others of the CONCESSIONAIRE, shall require to be informed and/or the authorization of the GRANTOR, according to the procedures established in this Contract, in order to verify that the foreseen percentage of Minimum Participation is always maintained.

## Relationships with the Constructor

1. These provisions are applicable in case the Constructor is a company contracted by the CONCESSIONAIRE.
2. The CONCESSIONAIRE must comply with the execution of the construction contracts under the terms and conditions set forth in the Declaration of Interest, prior to the start of the COAR Construction Period.
3. The execution of the construction contract shall not limit the responsibilities of the CONCESSIONAIRE.
4. The construction contract, for no grounds or reason, and under no circumstances, shall grant the Constructor any right against the GRANTOR, since the contractual relationship has been established between the CONCESSIONAIRE and the Constructor.
5. The minimum term of the construction contract, counted from the beginning of the Construction Period, shall include the term for the construction of the corresponding Works, including the term for the Commissioning.

## Assignment of Contractual Position

1. The CONCESSIONAIRE may not transfer its right of Concession nor assign its contractual position without the authorization of the GRANTOR, prior opinion of the Supervisor. It may request such authorization, at least, after a period of five (05) years from the Date of commencement of operations.
2. For authorization purposes, the CONCESSIONAIRE shall communicate its intention to transfer the Concession or assign its contractual position, accompanying the following:
3. Preparatory contract or letter of intent to transfer or assignment, duly signed by the assignor and the transferee, in accordance with the procedure and with the corporate majorities required by the Corporate Bylaws.
4. Documentation evidencing the necessary legal capacity of the transferee.
5. Documentation evidencing the conformity of the assignees with respect to the assignment of the contractual position in the contracts that the assignors have entered into.
6. Documentation evidencing that the assignee has the capital stock required in this Contract.
7. Documentation evidencing that the assignee has a Strategic Partner, in accordance with the requirements of the Declaration of Interest and of this Contract.
8. Documentation evidencing the financial and technical capacity of the assignee, taking into account the provisions of the Declaration of Interest and the Contract.
9. Contract whereby the third party agrees to assume any damages and pay any other sum due and payable by the CONCESSIONAIRE. This same Contract shall state that the issuance of payment vouchers shall be the responsibility of the assignee in accordance with the provisions of the Contract.

The CONCESSIONAIRE shall submit all the documentation indicated in this Clause to the GRANTOR. Within a term no longer than thirty (30) Days as from the Day after the submission made by the CONCESSIONAIRE, the GRANTOR shall issue a prior opinion. In turn, the GRANTOR shall issue an opinion on the operation within a maximum term of thirty (30) Days, counted from the day following the reception of the CONCESSIONAIRE'S request. The negative opinion of the GRANTOR or the absence of opinion implies the rejection of the application.

The GRANTOR'S consent does not release the CONCESSIONAIRE from liability for the assignment of its contractual position for a maximum period of three (3) years as from the Day after the consent of the assignment is given. This implies that during this period the assignor shall be jointly and severally liable with the new CONCESSIONAIRE for the acts performed prior to the transfer or assignment.

1. Any other shareholder of the CONCESSIONAIRE, whose power to dispose of its shareholding has not been restricted by virtue of this Contract, may transfer its shareholding at any time, and must prove to the GRANTOR that its equity conditions are equal or better than those of the transferring shareholder pursuant to the Declaration of Interest.

## Clauses in contracts

1. In all contracts, covenants or agreements that the CONCESSIONAIRE enters into with its partners, Affiliated Companies, Parent Company, Subsidiary Companies or Related Companies, third parties and staff, referring to the provision of the Mandatory Services, supply or with suppliers, except for those contracts by adhesion with administratively approved contracting clauses, it shall include clauses that consider the following:
2. Automatic termination by operation of law of all contracts due to the Termination of the Concession, since they are accessories to the Concession Contract; unless the GRANTOR decides to continue them, assuming the contractual position of the CONCESSIONAIRE in the event of early termination of the Concession Contract in accordance with the provisions of the following subparagraph c of the Clause 15.10; without prejudice to the ability of the GRANTOR to renegotiate the terms of the referred contracts, if applicable, with the exception of the financing contracts, as well as the power to cancel such contracts, not being opposable to the GRANTOR the CONCESSIONAIRE's liabilities for these services.
3. Limit its term so that in no case it exceeds the term of the Concession.
4. The waiver to file civil liability actions against the GRANTOR and its officers.
5. A clause allowing the GRANTOR, at its sole option, to assume the contractual position of the CONCESSIONAIRE in such contract, through an assignment of contractual position irrevocably authorized in advance by the corresponding legal entity, in the event of the termination of the Concession for any reason, enabling the continuation of such contracts under the same terms, and, therefore, the Operation.

Inclusion of the provisions contained in the following subparagraphs a) and b) foregoing shall not apply to the financing contracts, the contracts for the provision of public services in favor of the CONCESSIONAIRE or the insurance policy contracts entered into by the CONCESSIONAIRE, without prejudice to the ability of the GRANTOR to renegotiate the terms of the referred contracts, including the power to terminate them, and the liabilities of the GRANTOR for these services shall not be enforceable against the CONCESSIONAIRE.

The GRANTOR may request from the CONCESSIONAIRE a copy of the contracts referred to in this Clause, and the CONCESSIONAIRE shall submit them within a maximum term of three (3) days.

In no case shall the CONCESSIONAIRE be exempt from liability before the GRANTOR, for acts or omissions derived from the execution of the contracts subscribed with third parties, which may have an impact on the Concession.

## Relationship with staff

1. In its relationship with its staff, the CONCESSIONAIRE shall comply with the labor regulations in force in the State of the Republic of Peru.
2. The employment contracts of the CONCESSIONAIRE's national or foreign staff, the execution of such contracts and the termination thereof, shall be subject to the rules governing the labor relations of private sector workers. Likewise, the special labor regimes shall be applicable in such cases as may arise.
3. The CONCESSIONAIRE shall strictly comply with the Applicable Laws and Provisions regarding the employer's formal obligations (payroll books, pay slips, among others), the payment and withholding of social security amounts, as well as the contractual and legal obligations regarding occupational health and safety. In particular, the CONCESSIONAIRE shall observe the provisions of Law No. 29783, Occupational Safety and Health Law, its regulations and its amending, supplementary and related rules or rules that replace it.
4. In the event of Termination of the Concession, the CONCESSIONAIRE is exclusively responsible for the payment of all labor benefits, remunerations and other legal, conventional or unilateral benefits owed to its workers up to the date of termination of the Concession.
5. In the event that the GRANTOR is judicially ordered to pay any labor claim in favor of one or more of the CONCESSIONAIRE's employees, which may have arisen during the term of the Concession, the GRANTOR may reimburse the CONCESSIONAIRE.
6. The CONCESSIONAIRE shall freely determine the number of staff it requires to hire for the provision of the Services.

# CONTROL AND SUPERVISION

## Common Provisions

2. The GRANTOR has legal powers to exercise the supervision function of the Concession Contract. In this sense, it is the exclusive power of the GRANTOR to carry out, directly or indirectly, the inspection, inspection, surveillance and control actions of compliance with the legal, contractual and technical obligations of the CONCESSIONAIRE.
3. In this sense, the GRANTOR, under its supervisory power, shall rely on a specialized company or companies or a consortium of these, to carry out the activities of Supervision of the design, execution of the Works, Commissioning, Operation of the Services, as well as the other obligations stipulated in the Concession Contract, with a multidisciplinary team. For such purpose, the Supervisor shall be hired as of the Closing Date.

The specialized company or companies or consortium of these that will perform the Supervisor's functions must not have directly or indirectly provided any type of service to the CONCESSIONAIRE, its shareholders, stakeholders or related companies, in the last five (5) years, in Peru or abroad, counted from the time the contracting is made. This restriction includes the Supervisor's employees who are involved in the supervision of the Contract.

1. In the Concession there shall be a Supervisor, who shall have different functions depending on the obligations performed from the Closing Date, the Construction Period and during the Operating Period, until the completion of the procedure for the reversion of the Concession Assets and/or Affected Assets to the Concession, after the Termination of the Contract.
2. The Supervisor shall be hired by the GRANTOR and the costs of the remuneration shall be assumed by the CONCESSIONAIRE.

For such purpose, in accordance with the provisions of Appendix 4 of Annex 14, the Supervision Account of the Administration Trust shall be created, and the CONCESSIONAIRE shall deposit, at the time(s) established in the supervision contract, the resources that will be used for the payment of the Supervision prior to the Operating Period. The total amount that the Concessionaire shall allocate for the supervision work is S/ 8,487,465.63 (Eight million four hundred and eighty-seven thousand four hundred and sixty-five and 63/100 Soles) plus the General Sales Tax, and the Supervisor shall issue the respective payment vouchers to the CONCESSIONAIRE. If as a result of the Supervisor's selection process, the amount awarded by the GRANTOR is less than the amount indicated above, the balance not awarded shall be transferred to the Co-Financing Account of the Administrative Trust, in accordance with the provisions of Paragraph 6, Administrative Trust Accounts, of Appendix 4 of Annex 14.

As long as the Trust is not constituted, the fees corresponding to the Supervision work shall be assumed directly by the CONCESSIONAIRE, and shall be paid according to the periodicity established in the supervision services contract, subject to the requirement of the GRANTOR, in the account designated by the latter.

During the Operating Period, the resources in charge of the CONCESSIONAIRE, which will be used for the payment of the Supervision will be transferred to the Supervision account of the Trust as established in Appendices 1 and 4 of Annex 14 of the Contract. The GRANTOR shall instruct the Trustee to make the corresponding payments to the Supervisor, as established in the Supervision Services Contract.

In case of breaches of the Contract due to causes attributable to the CONCESSIONAIRE that generate additional costs for the Supervision, the difference shall be assumed by the CONCESSIONAIRE.

In case of non-compliance with the Contract due to causes attributable to the GRANTOR, which generate additional costs for the Supervision, the difference shall be assumed by the GRANTOR.

If due to force majeure or act of God, the suspension of the Contract or of the obligations is generated, and additional costs for the Supervision are required, the amount shall be assumed in equal parts.

1. As long as the contract with the Supervisor is suspended, terminated or its term has expired, the GRANTOR shall exercise or reassume, as the case may be, directly and until such time as a third party is appointed as Supervisor, the functions of Supervisor, except for the supervision of the execution of the Works and the preparation of the Definitive Engineering Studies, in accordance with the provisions of paragraph 118. 2 of Article 118 of Supreme Decree No. 240-2018-EF, for which it shall arrange the hiring of a private supervision that meets the requirements set forth in Clause 13.2.
2. The GRANTOR and those performing the supervision activities shall perform their duties in strict compliance with the Applicable Laws and Provisions and within their respective areas of competence in accordance with this Contract and the supervision services contracts entered into with them.

The Supervisor's opinions, when applicable, shall be made in accordance with the terms defined in the corresponding supervision services contract, which may not be longer than those expressly established in this Contract.

1. The CONCESSIONAIRE shall provide all the necessary facilities so that the Supervisor and the GRANTOR may perform such functions, and shall provide the facilities and free access to the Concession Areas so that they may perform their work without obstacles with the required accuracy; and, likewise, shall be obliged to deliver the information that may be required. The exercise of such functions shall in no case be subject to authorizations, permits or any other manifestation of the CONCESSIONAIRE's will. The CONCESSIONAIRE shall provide all its cooperation to facilitate the performance of such functions, otherwise the penalties set forth in Annex 15 shall apply.
2. The CONCESSIONAIRE shall provide the Supervisor with the quarterly, annual and special reports requested for the verification of compliance with the Mandatory Services, including all supplementary information required by the Supervisor, as well as access to the activities, studies and documents carried out by the CONCESSIONAIRE for this purpose, as provided in Annexes 12 and 13.

The request for information made by the Supervisor to the CONCESSIONAIRE shall be limited to that which is necessary for the performance of its duties, in accordance with the provisions of the supervision contract, the Concession Contract and the Applicable Laws and Provisions.

The CONCESSIONAIRE shall be obliged to register in the computer system - Operational Control Center, which it shall implement at its own risk and expense according to the specifications in Annex 12, all the documentation related to the provision of the Mandatory Services under its responsibility.

The Supervisor may request from the CONCESSIONAIRE, with copy to the GRANTOR, additional information related to the above mentioned required documents.

The CONCESSIONAIRE shall be obliged to cooperate with the Supervisor at all times.

## Supervision performed since the Closing Date

1. It is the Supervisor's responsibility to carry out the supervision and technical audit actions to verify compliance with the contractual obligations and the Applicable Laws and Provisions in charge of the CONCESSIONAIRE from the Closing Date until the end of the Construction Period, within the terms set forth in the supervision services contract, with special emphasis during: (i) the preparation of the Definitive Engineering Studies and the environmental management instruments, (ii) the construction of the respective Works and (iii) the respective Commissioning, according to the activities detailed in the Clause 13.11 and those defined in accordance with the supervision services contract.
2. The contract signed with the Supervisor shall include confidentiality clauses regarding the information delivered to him by the CONCESSIONAIRE and the GRANTOR, and it shall be established that he is solely responsible for any damage or harm that he or his staff may cause to the Works during the supervision work, for failure to comply with the corresponding safety regulations, for compliance with the respective labor regulations in relation to his staff, among others.
3. During this period, the Supervisor shall be responsible for the following functions:
4. Issuing an opinion in case of requests from the CONCESSIONAIRE for the transfer, disposition or encumbrance of the shares or participations of the Strategic Partner in favor of third parties.
5. Issuing an opinion regarding the CONCESSIONAIRE's requests for the modification of the bylaws in accordance with the scope set forth in this Contract.
6. Issuing an opinion in case of extension of the Concession requested by the CONCESSIONAIRE in the cases specifically provided for in the Contract.
7. Issuing an opinion in case of temporary suspension of the term of the Concession or suspension of the term for the fulfillment of obligations in the cases specifically provided for in the Contract.
8. Issuing an opinion on the insurance policy proposals submitted by the CONCESSIONAIRE pursuant to the Contract and its coverage.
9. Issuing an opinion on the Contract Performance Bonds submitted by the CONCESSIONAIRE pursuant to the Contract.
10. Verifying the CONCESSIONAIRE's compliance with the legal and contractual obligations during this period.
11. In the event of detecting any breach of the CONCESSIONAIRE's obligations, it shall evaluate and recommend to the GRANTOR the application of the corresponding penalties, within a maximum term of five (05) Calendar Days after detection, without prejudice to requiring the necessary remedies and without the need for notice in arrears.
12. Issuing an opinion on the Definitive Engineering Studies, including during their preparation and, if applicable, in their amendments referred to in this Contract, verifying the conformity of the Definitive Engineering Studies with Annex 10, the Minimum Requirements for Design and Construction set forth in Annex 11 and the Technical Proposal.
13. Preparing the corresponding reports in accordance with the review procedure of the Definitive Engineering Studies.
14. Verifying compliance with the Minimum Requirements for Design and Construction set forth in Annex 11, compliance with the Definitive Engineering Studies and their modifications, if applicable, during the construction of the Works, as well as the lifting of non-substantial observations during Commissioning.
15. Making the pertinent recommendations in case of non-compliance with the Minimum Requirements for Design and Construction and the Technical Proposal, in order to achieve the suitability of the Project Works.
16. Verifying the preparation of the environmental management instruments and their modifications, verifying that there is conformity between this and the design developed in the Definitive Engineering Studies, as well as preventively control compliance with the provisions of the environmental management instruments in force during the Construction and Commissioning periods, without prejudice to the supervision and oversight actions that correspond to the Competent Governmental Authority.
17. Making the pertinent annotations in the Work Logs regarding the incidents related to the design, construction of the Works and Commissioning.
18. Verifying compliance with the Schedule for the Execution of Works and Equipment referred to in Chapter VI.
19. Reviewing and issuing an opinion regarding the Work Progress Report, as well as other reports whose evaluation is required according to its supervision services contract.
20. Submitting the proposal of applicable tests during the Commissioning, issuing reports on the operability of the tests during the Commissioning, as well as verify the criteria, information and procedures for the verification of the Service Levels, prior to the issuance of the Certificate of Commissioning, as established in the Contract.
21. Verifying the conformity of the Service Operation Manuals prepared by the CONCESSIONAIRE and submitting its opinion to the GRANTOR, as established in the Contract. For such purpose, if applicable, it shall coordinate with the supervising company or consortium hired by the GRANTOR for the Operating Period.
22. Elaborating the reports according to the procedure of conformity or observations of Works and implementation of equipment and furniture of each COAR, as established in the Contract.
23. Attending the information requirements or technical reports requested by the GRANTOR.
24. Issuing monthly reports addressed to the GRANTOR that gather the supervision activities carried out in the corresponding period with the respective support.
25. The other functions established in the present Concession Contract during this period and those established in the respective supervision services contract.

## Supervision during the Operating Period

1. The Supervisor during the Operating Period and its staff shall maintain the confidentiality of the information to which they have access for the performance of their duties, and any other information or communication related to the step in which they will perform their duties.

The GRANTOR, in case it hires another company or consortium to carry out the supervision functions during the Operating Period, shall hire them within a maximum term of twelve (12) months from the construction start date of the Works.

1. The Supervisor's activities consist of performing the technical and operational actions to control and verify compliance with the contractual obligations and the Applicable Laws and Provisions in charge of the CONCESSIONAIRE, with respect to the Concession Operation activities, in compliance with the Service Levels, within the terms defined in the corresponding supervision services contract. In this regard, the Supervisor shall be mainly responsible for the supervision and oversight of: (i) the Concession Operation, (ii) compliance with the Service Levels, in accordance with Annex 13 and (iii) other obligations established in the respective supervision services contract.
2. The Supervisor shall perform the following functions during the Operating Period:
3. Verify the CONCESSIONAIRE's compliance with the legal and contractual obligations.
4. In the event of detecting any breach of the CONCESSIONAIRE's obligations, it shall evaluate and recommend to the GRANTOR the application of the corresponding penalties, within a maximum term of five (05) Calendar Days after detection, without prejudice of requiring the necessary remedies and without the need of notice in arrears.
5. Verify the conformity of the Service Operation Manuals prepared by the CONCESSIONAIRE and send its opinion to the GRANTOR, as established in the Contract. For such purpose, if applicable, it shall coordinate with the supervising company or consortium hired by the GRANTOR for the Construction Period.
6. Verify the fulfillment of the Service Levels established in Annex 13.
7. Issue the Settlement Report and the Availability Payment Report, according to the guidelines established in Chapter VIII, Chapter XVIII and Annex 14 of this Contract.
8. In case of detecting any non-compliance with the Service Levels, it shall evaluate and recommend to the GRANTOR the application of the corresponding Deductions according to Appendix 3 of Annex 13, Chapter XVIII and Appendix 1 of Annex 14.
9. Issue an opinion in case of requests from the CONCESSIONAIRE for the transfer, disposition or encumbrance of the shares or participations of the Strategic Partner in favor of third parties.
10. Issue an opinion regarding the CONCESSIONAIRE's requests for the amendment of the bylaws in accordance with the scope provided in this Contract.
11. Issue an opinion in the event of temporary suspension of the term of the Concession or suspension of the term for the fulfillment of obligations in the cases specifically provided for in the Contract.
12. Issue an opinion on the insurance policies submitted by the CONCESSIONAIRE in accordance with the Contract and its coverage.
13. Issue an opinion on the Contract Performance Bonds submitted by the CONCESSIONAIRE pursuant to Chapter IX.
14. Issue an opinion on the requests for assignment of contractual position submitted by the CONCESSIONAIRE.
15. Issue an opinion on the application of the grounds and procedures for Termination of the Contract, as provided in this Contract.
16. Verify the reversion procedure of the Concession Assets and the Affected Assets to the Concession, within the framework of the provisions of the Contract, and in accordance with the activities set forth in the supervision services contract.
17. Issue monthly reports addressed to the GRANTOR that include the supervision activities carried out in the corresponding period with the respective support.
18. The other functions established in the present Concession Contract and the ones established in the respective supervision services contract for this period.

# FORCE MAJEURE OR ACT OF GOD

1. Neither the GRANTOR nor the CONCESSIONAIRE shall be liable for the non-compliance of an obligation or for its partial, late or defective performance, if caused by force majeure or act of God, as provided in this Chapter.
2. For the purposes of the Concession Contract, a situation of Act of God or Force Majeure shall exist provided that:
3. The occurrence of an event, condition or circumstance not attributable to the GRANTOR or the CONCESSIONAIRE, of an extraordinary, unforeseeable and irresistible nature, which prevents them from complying with their obligations or causes their partial, late or defective compliance;
4. The respective event, condition or circumstance must be beyond the reasonable control of whoever asserts the grounds, which, despite the exercise of due diligence and despite all reasonable efforts and measures to prevent the event, condition or circumstance, avoid or mitigate its effects, cannot prevent the non-compliance situation from being configured;
5. Such event, condition or circumstance is not the direct or indirect result of a failure of the Party claiming to be affected to comply with any of its obligations under this Concession Contract; and,
6. Such circumstance, event or condition is notified to the other party in accordance with the time and terms set forth in Clause 14.7.

Force majeure or act of God, according to their respective nature and scope, in accordance with Applicable Laws and Provisions, include, but are not limited to, the following:

1. Any act of external, internal or civil war (declared or undeclared), invasion, armed conflict, blockade, revolution, riot, insurrection, civil commotion or acts of terrorism and any approval, occupation or siege of any substantial part of the Concession Area(s), which prevents the CONCESSIONAIRE from completing within the contractual term the execution of the Works or providing the Mandatory Services, or which prevents the GRANTOR from complying with the obligations under its charge.
2. Any stoppage, strike, claim or protest by workers or third parties who do not maintain an employment or commercial relationship with the CONCESSIONAIRE or with the natural persons or legal entities hired by it, which prevents it from completing the execution of the Works or rendering the Mandatory Services within the contractual term, or which prevents the GRANTOR from complying with the obligations for which it is responsible.
3. Any discovery of archaeological remains of such magnitude as to prevent the CONCESSIONAIRE from completing the execution of the Works or rendering the Mandatory Services within the contractual term, or to prevent the GRANTOR from complying with the obligations it is responsible for.
4. Any earthquake, flood, fire, explosion, or any meteorological phenomenon, provided that it directly affects in whole or in part the Concession Assets or its elements and which, in turn, prevents the CONCESSIONAIRE from completing within the contractual term the execution of the Works or rendering the Mandatory Services, or which prevents the GRANTOR from complying with its obligations.
5. Any epidemic, pandemic, contamination, plague or any similar event, to the extent that such event prevents the CONCESSIONAIRE from providing the Mandatory Services, or prevents the GRANTOR from complying with its obligations.
6. The eventual destruction of the Concession Assets, not attributable to any of the Parties, totally or partially thereof, or damages to the Affected Assets to the Concession that produce their total destruction or their impossibility of recovery, and that prevent the rendering of the Mandatory Services.
7. The CONCESSIONAIRE may not assert the following assumptions as an event of force majeure or act of God in connection with the fulfillment of its obligations under the Concession Contract:
8. The approval, application or effects of Applicable Laws and Provisions;
9. Any failure attributable to the CONCESSIONAIRE or the natural persons or legal persons hired by it to obtain or maintain any approval, compliance, favorable opinion or permit required under the Concession Contract;
10. Any failure attributable to the CONCESSIONAIRE or the natural persons or legal entities hired by it in the preparation of the Definitive Engineering Studies, during the Construction, Commissioning and in the Operation of the Mandatory Services;
11. Breakdowns or failure of the equipment, furniture or technologies implemented or used by the CONCESSIONAIRE or by the natural persons or legal entities hired by the CONCESSIONAIRE;
12. In case the CONCESSIONAIRE asserts force majeure or act of God, it shall make the best efforts of a diligent CONCESSIONAIRE to ensure the resumption of the corresponding activity or provision in the shortest possible time after the occurrence of such events. Likewise, if the GRANTOR requests the force majeure or act of God, it shall make its best efforts to overcome such situation in the shortest possible time.
13. Force majeure or an act of God shall not release the party affected by such event from the fulfillment of obligations that are not suspended by such event.
14. In the event that the affected party, or the other parties involved, do not agree with the qualification of the event as force majeure or act of God or its consequences, it may take the Technical Controversy to the Dispute settlement procedure established in Chapter XVI. The technical issues subject to the decision of the Arbitrator may not be resubmitted to the other Dispute settlement mechanisms.
15. The party affected by an event of force majeure or act of God shall inform within the time limit provided for in Clause 4.15; on the facts that constitute such an event of force majeure or act of God.

In addition to the requirements set forth in the Clause 4.15, the affected party's communication must be accompanied by the technical, legal and financial report as specified in the Clause 4.16.

The processing of this communication shall be carried out in accordance with the procedure set forth in Clause 4.16 to 4.18, considering the effects established in Clause 4.19.

1. The declaration of suspension due to force majeure or act of God shall not give rise to any right of indemnity on the part of the GRANTOR in favor of the CONCESSIONAIRE.
2. In the event of termination of the Concession Contract due to a force majeure or act of God in accordance with the provisions of Clause 4.9, the settlement of the Concession Contract shall be governed by the rules set forth in Clause 15.1.6.

# TERMINATION OF THE CONCESSION CONTRACT

## Causes for Termination

* 1. The Concession Contract shall only be declared terminated upon the occurrence of one or more of the following events:
     1. **Due to expiration of term**

The Concession shall terminate at the expiration of the term set forth in Clause 4.1 or of any extended term granted pursuant to Chapter IV.

In such case, the Termination of the Contract shall not consider any retribution to the CONCESSIONAIRE, nor any indemnity amount that the Termination of the Contract may generate for any of the Parties to the Concession Contract.

Once the term of the Concession has expired, the possession of the Concession Assets and the Affected Assets to the Concession shall revert in favor of the GRANTOR, in accordance with the procedure set forth in the Clauses 5.38 to 5.43.

* + 1. **By mutual Contract**

The Concession Contract shall terminate and, therefore, the Concession, at any time, by written Contract between the CONCESSIONAIRE and the GRANTOR, in accordance with the Applicable Laws and Provisions, for which the Termination procedure regulated in this Chapter shall apply. The Contract shall contain the rules and mechanism for the settlement of the Concession regulated in the Clause 15.15, as well as the rules for the reversion of the Concession Assets and the Affected Assets to the Concession, ensuring the continuity of the Mandatory Services.

* + 1. **By non-compliance of the CONCESSIONAIRE**

The Concession Contract shall terminate early in the event the CONCESSIONAIRE incurs in a serious breach of its contractual obligations that affects or makes impossible the normal development or continuity of the Concession, only if, once a written notice has been issued by notarial means, the CONCESSIONAIRE does not remedy, to the GRANTOR's satisfaction, the non-compliance situation within a term of thirty (30) Calendar Days counted from the Day following the reception of the communication, unless a longer term is expressly granted, in writing, by the GRANTOR, in accordance with the provisions of Clause 15. 4.

Upon expiration of the term without the CONCESSIONAIRE having remedied the breach, as well as the right of remedy by the Permitted Creditors according to the procedure set forth in Clause 8.8 and subsequent of the Contract, the GRANTOR shall assert the Termination of the Concession Contract by means of a communication sent to the CONCESSIONAIRE, having to execute the respective Guarantees, according to the provisions of Clause 15.16.2.

Without prejudice to the application of the applicable penalties and/or Deductions, the following shall be considered as causes of serious non-compliance with the obligations of the CONCESSIONAIRE, those expressly indicated as such in the Concession Contract, among which are the following:

1. Failure of the CONCESSIONAIRE to comply with the obligation to subscribe its capital stock in full, within the term and in accordance with the stipulations set forth in subparagraph b of the Clause 3.3, and to maintain it during the term of the Contract.
2. Failure to execute the Certificate of Final Delivery of the Concession Areas within the term and in the manner provided for such purpose, due to causes attributable to the CONCESSIONAIRE.
3. The declaration of dissolution, settlement, bankruptcy or appointment of the interventionist of the CONCESSIONAIRE, in accordance with the provisions of the Applicable Laws and Provisions.
4. The initiation, at the CONCESSIONAIRE's request, of corporate, administrative or judicial proceedings for its dissolution or settlement.
5. The initiation, at the CONCESSIONAIRE's request, of a merger, spin-off or transformation of companies or other corporate sanitation, without the corresponding authorization of the GRANTOR.
6. The declaration made by the Competent Governmental Authority by means of a final and consented resolution, which determines the serious alteration of the environment, of the historical or cultural heritage of the Nation, or of the natural resources by the CONCESSIONAIRE.
7. The transfer of the CONCESSIONAIRE's rights derived from the Concession Contract or the assignment of its contractual position, without prior written authorization from the GRANTOR and without observing the Applicable Laws and Provisions.
8. The failure of the CONCESSIONAIRE to grant, reinstate or renew the Guarantees in favor of the GRANTOR or the insurance policies required in the Concession Contract; or, if in spite of the prior request for correction, any of them were issued under terms and conditions different from those agreed in the Concession Contract.
9. The disposition or use of the Concession Assets or Affected Assets to the Concession in a manner different from that provided for in the Concession Contract, by the CONCESSIONAIRE, without prior written authorization from the GRANTOR.
10. The commission of any act or omission that constitutes a fraudulent breach by the CONCESSIONAIRE resulting in the commission of a public action crime to the detriment of the students, users of the COAR or the GRANTOR, when so provided by a consent court judgment.
11. The issuance of a consent or enforceable court order or a final administrative decision that prevents the CONCESSIONAIRE from carrying out a substantial part of its business or that imposes an embargo, lien or seizure that affects, in whole or in part, the Concession Assets or Affected Assets to the Concession, provided that any of these measures remains in force for more than sixty (60) Calendar Days or within the longer term set in writing by the GRANTOR, which shall be granted when there are reasonable causes.
12. Failure to comply with the conditions of the Minimum Participation of the Strategic Partner, established in the Concession Contract.
13. Failure of the CONCESSIONAIRE to accredit the Financial Closing, in accordance with the provisions of Chapter VIII.
14. Falsehood in the declarations made in the Clause 3.3.
15. Failure to comply with the provisions of Article 33 of the Regulations of Legislative Decree No. 1362, or any rule that may amend or replace it, regarding the contracting of individuals or legal entities from the private sector for the preparation of studies and consulting services for the Project, who have directly or indirectly provided their services to PROINVERSIÓN during the promotion process of the Project.
16. Failure to remedy observations to the Definitive Engineering Studies, determined by the expert report issued in accordance with the provisions of Clauses 6.17 and 6.20.
17. Failure to sign the Certificate of Commencement of Construction, for causes attributable to the CONCESSIONAIRE, within the terms established in the Concession Contract.
18. The elapse of a term exceeding thirty (30) Calendar Days without the Concessionaire having requested the reception of the Works and equipment and furniture implemented for causes attributable to it, counted as of the Day following the date of expiration of the total term for execution of the Works and implementation of equipment and furniture.
19. Failure to remedy the substantial observations identified in accordance with the procedure indicated in Clause 6.44 of the Contract.
20. Discontinue the Operation of the Mandatory Services in one or more COARs, without just grounds, and without following the provisions of this Contract.
21. Not to assume responsibility for the balance not covered by the contracted insurance, as established in Clause 10.10 of the Contract, relieving the GRANTOR of such responsibility.
22. The non-fulfillment of the obligations subject to enforceable penalties and/or that had been consented that could be applied by virtue of the execution of the Concession Contract and that generate in accumulated form an amount that exceeds S/ 11,386,046.45 (Eleven million three hundred and eighty-six thousand and forty-six with 45/100 Soles).
23. Non-compliance with the Service Levels that generates the accumulation of Deductions for an amount greater than 1.4 times the PPD with which the Project was awarded. Deductions resulting from the Minimum Scores of the suspension period established in Clauses 4.8 and 4.14 shall not be included in such accounting, except when the suspension request is not declared in accordance with the provisions of subparagraph f of the Clause 4.19.
24. Non-compliance with the Service Levels that generates the accumulation of quarterly adjustments *(Adjustmentj,t)* equivalent to 90% (ninety percent) of the amount of the Performance Bond in force, in accordance with the SMP settlement procedure set forth in Paragraph 11 of Appendix 1 of Annex 14 of the Contract. The adjustments resulting from the Deductions for the Minimum Scores of the suspension period established in Clauses 4.8 and 4.14 shall not be included in such accounting, except when the request for suspension is not declared in accordance with the provisions of subparagraph f of the Clause 4.19.
25. Failure to comply with the orders of the consented arbitration awards or decisions of the experts provided for in this Contract within the established term, issued against it, related to the Concession.
26. Grant a mortgage on the Concession in favor of third parties other than the Permitted Creditors.
27. Default of payment in favor of the GRANTOR for the reestablishment of the financial economic equilibrium, in accordance with the procedure foreseen in Chapter VIII.
28. The non-fulfillment of any obligation established in the Concession Contract other than those detailed in the preceding paragraphs, which are established as a ground for Termination of the Contract.

For the purposes of the provisions of this Clause, the CONCESSIONAIRE's failure to comply with its obligations must be due to causes that are not included within the cases of force majeure or act of God.

The termination of the Concession Contract due to the CONCESSIONAIRE's breach shall not give rise to any right of indemnification in favor of the CONCESSIONAIRE for damages.

Termination for breach by the CONCESSIONAIRE shall be effective regardless of whether such termination has been submitted to arbitration proceedings.

* + 1. **By non-compliance of the GRANTOR**

The CONCESSIONAIRE may terminate the Concession Contract in advance in case the GRANTOR incurs in a serious breach of its obligations established therein, among which are the following:

1. Failure to make payment in favor of the CONCESSIONAIRE for the reestablishment of the economic-financial equilibrium, in accordance with the procedure set forth in Chapter VIII.
2. Failure to comply with the PPD payments. The CONCESSIONAIRE may terminate the Concession Contract if the GRANTOR is in default of payment for more than sixty (60) consecutive Calendar Days, as of the date such obligation becomes due, in accordance with the procedure set forth in Chapter VIII. In such event, the Trustee shall notify the GRANTOR, the CONCESSIONAIRE and the Permitted Creditors of such event.
3. Failure to deliver the Concession Areas with the respective legal physical Sanitation, under the conditions and within the terms established in the Concession Contract.

In the aforementioned cases, the CONCESSIONAIRE shall be entitled to: (i) require the GRANTOR, via notary, to cure the breach, without prejudice to the possibility that the Parties to the Concession Contract may resort to the Dispute settlement mechanisms provided in Chapter XVI, or, (ii) terminate the Concession Contract, in case the indicated cure is not made.

Once the correction is required by the CONCESSIONAIRE, the GRANTOR shall have a term of thirty (30) Calendar Days, counted as of the Day following receipt of the requirement, unless a longer term is expressly granted, in writing, by the CONCESSIONAIRE, in accordance with the provisions of Clause 15.4.

For the purposes of the provisions of this Clause, the non-compliance with the obligations of the GRANTOR, indicated in the preceding paragraphs, must be due to causes directly attributable to the GRANTOR and which are not included within the cases of force majeure or act of God.

Termination due to non-fulfillment of the GRANTOR shall be effective regardless of the fact that such termination has been submitted to arbitration proceedings.

* + 1. **By unilateral decision of the GRANTOR**

For reasons of public interest, duly motivated, the GRANTOR has the power to terminate the Concession Contract, giving prior written notice to the Permitted Creditors and the CONCESSIONAIRE, no less than six (6) months before the term foreseen for the Termination of the Contract.

* + 1. **By Force majeure or act of God**

The GRANTOR or the CONCESSIONAIRE, in accordance with the provisions of Chapter XIV, shall have the option to terminate the Concession Contract due to events of force majeure or act of God, provided that it is verified that it is one or some of the events mentioned therein and that the maximum suspension term has expired.

Additionally, for the event of force majeure or act of God to be a grounds for Termination of the Concession Contract, it must affect the Critical Path, preventing the total execution of the construction and/or equipment activities; or, prevent any of the Parties to comply with the provision of the Mandatory Services for a period exceeding one hundred and eighty (180) continuous Calendar Days as indicated in Clause 4.9.

* + 1. **By application of the anti-corruption clause**

The CONCESSIONAIRE declares that neither it, nor its shareholders, partners or related companies, nor any of their respective directors, officers, employees, nor any of their advisors, representatives or agents, have paid, offered, or attempted to pay or offer, or will attempt to pay or offer in the future any illegal payment or commission to any authority related to the Declaration of Interest, the Award, the Concession or the execution of this Concession Contract.

It is expressly established that in the event that it is verified that any of the natural or legal persons mentioned in the preceding paragraph have been convicted by means of a final or enforceable judgment, or have admitted or recognized the commission of any of the crimes defined in Section IV of Chapter II of Title XVIII of the Criminal Code, or equivalent crimes in the event that they have been committed in other countries, before any national or foreign competent authority, in connection with the execution of this Concession Contract, the Concession, the Award or the Declaration of Interest, the Contract shall be terminated by operation of law and the CONCESSIONAIRE shall pay to the GRANTOR a penalty equivalent to ten percent (10%) of the amount resulting from the application of the settlement mechanism or procedure for breach by the CONCESSIONAIRE set forth in Clause 15.16.1 of the Concession Contract, without prejudice to the execution of the respective Guarantees.

For the determination of the economic linkage referred to in the first paragraph, the provisions of SMV Resolution No. 019-2015-SMV/01 or rule that modifies or replaces it shall apply.

The Termination of the Contract due to the application of this grounds does not generate any right to compensation in favor of the CONCESSIONAIRE for damages.

In order to terminate the Concession Contract in this case, the following procedure shall be followed:

1. The GRANTOR shall communicate in writing to the CONCESSIONAIRE, through a notary public, its intention to avail itself of the Anti-Corruption Clause for the Termination of the Contract, due to the breach by the CONCESSIONAIRE. When this communication becomes effective, the termination of the Contract shall take place as of right.
2. Once the termination has been declared by operation of law in accordance with the preceding paragraph, the effects of the Termination provided for in Clauses 15.9 and subsequent.
   1. Whatever the grounds for Termination of the Concession, the GRANTOR shall notify the Supervisor and request its prior opinion.
   2. Whatever the grounds of Termination, the GRANTOR shall send a notice to the Permitted Creditors, prior to the Termination of the Contract, in order to verify the application of the procedure established in Clause 8.8.

## Procedure for corrective actions

* 1. Serious breach for grounds attributable to one of the Parties to the Concession Contract shall entitle the affected Party to the Concession Contract to assert the Termination of the Contract and to demand compensation in accordance with the settlement procedure described in Clause 15.13 and subsequent.

The Party to the Concession Contract that failed to comply with its obligations shall have a term of thirty (30) Calendar Days, counted as of the Day following receipt of the notarized notice to remedy such non-compliance, or the longer term granted expressly and in writing, on a single occasion, by the Party to the Concession Contract that asserts its right of termination. The other party shall have fifteen (15) Calendar Days to verify the cure of the breach.

In case the CONCESSIONAIRE is the Party to the Concession Contract in breach and does not remedy the breach within the term provided, and the GRANTOR would like to exercise its right to terminate the Contract, as the aggrieved Party to the Concession Contract, it shall previously initiate the Permitted Creditor's remedy procedure as set forth in Clause 8.8.

The cure procedure set forth in this Clause shall not apply to the cases of non-compliance provided for in Clause 15.1.3, subparagraphs c, f, j, k, m, n, v, w and x, Clause 15.1.3, subparagraph b of the Clause 15.1.4 and the assumption of Clause 15.1.7.

## Procedure for Termination of the Contract

* 1. The procedure for Termination shall be as indicated below, except for the cases of Termination due to application of the anti-corruption Clause, whose procedure is regulated in Clause 15.1.7.
  2. The Parties to the Concession Contract, as applicable in each case, shall immediately comply with all obligations and procedures set forth in the Concession Contract for the purposes of the Termination thereof, whereupon the Concession Contract shall be terminated and the Concession shall terminate by operation of law.
  3. Any decision of Termination of the Concession Contract made by the Parties to the Concession Contract must be made prior to the Termination of the Contract, and the early Termination may be effective from ninety (90) Calendar Days after such notice, and once the cure procedure set forth in Clause 15.4, except in the case provided for in Clause 15.1.5.
  4. Sixty (60) Calendar Days prior to the expiration of the Concession term, the CONCESSIONAIRE shall begin to prepare the final inventory, with the intervention of the Supervisor, and shall submit it to the GRANTOR no later than ten (10) Calendar Days prior to the date of expiration of the Concession term, containing at least the information specified in the Clause 5.28.

In the event of Termination by mutual Contract, the Final Inventory shall integrate this Contract as an annex of the document subscribed for such purpose, for which the CONCESSIONAIRE shall prepare such Final Inventory with the intervention of the Supervisor.

In the event of Termination due to non-compliance by the GRANTOR or the CONCESSIONAIRE, the Final Inventory to be carried out by the CONCESSIONAIRE with the intervention of the Supervisor, shall be submitted to the GRANTOR, twenty (20) Calendar Days after the affected Party has communicated the decision, as the case may be, to terminate the Concession Contract after the expiration of the term for the remedy of the non-compliance, as established in Clause 15.4.

In the event of Termination by unilateral decision of the GRANTOR, the Final Inventory shall be carried out by the CONCESSIONAIRE with the intervention of the Supervisor, and shall be submitted to the GRANTOR within twenty (20) Calendar Days after notice of the GRANTOR's decision.

In the event of Termination due to force majeure or act of God, the Final Inventory to be carried out by the CONCESSIONAIRE with the intervention of the Supervisor, shall be submitted to the GRANTOR within twenty (20) Calendar Days after the invocation of the grounds for Termination is notified to the other Party to the Concession Contract.

## Effects of Termination

* 1. The Termination of the Contract implies the termination of the Concession.
  2. Upon Termination of the Contract:

1. The CONCESSIONAIRE shall be obliged to return to the GRANTOR all the areas included in the Concession Area, as well as to deliver the Concession Assets. If applicable, the Affected Concession Assets shall also be delivered.
2. The activity of the CONCESSIONAIRE ceases and its right to operate the COAR is extinguished, which right is assumed by the GRANTOR.
3. All contracts referred to in Chapter XII are automatically terminated, by operation of law, except for those that the GRANTOR has expressly decided to keep in force and in respect of which it has assumed the contractual position of the CONCESSIONAIRE. For such purpose, the GRANTOR shall inform the CONCESSIONAIRE, within a maximum term of Ten (10) Days of notice of the grounds for Termination, of the contracts in respect of which it will request the assignment of the contractual position in its favor, so that the CONCESSIONAIRE may take the corresponding steps.
4. The CONCESSIONAIRE may designate the Concession Controller in accordance with the provisions of Clause 15.11.
5. Consideration shall be given to the settlement procedure provided for in Clause 15.13 and subsequent as appropriate.
   1. Concession Intervention
6. The Controller shall be the legal person appointed by the GRANTOR who shall be in charge of the activities that allow the continuation of the Mandatory Services, until the reversion of the assets provided for in this Contract in favor of the GRANTOR or the delivery of the Concession to a new Concessionaire, as determined by the GRANTOR at that time.
7. The Controller shall have, mainly, the broadest powers to:
   * 1. Determine and execute the activities to conserve and maintain the Works, as well as the preservation of the Concession Assets and/or Affected Assets to the Concession, in case the Operating Period has not started; or,
     2. Determine and execute the activities that allow the timely and efficient rendering of the Mandatory Services.
   1. Likewise, as a result of the Termination of the Contract due to the CONCESSIONAIRE's breach, in order to make the payment of the settlement value as provided in subparagraph (a) of Clause 15.13.4, the GRANTOR may call an auction of the Concession to select a new Concessionaire, in accordance with the Applicable Laws and Provisions.

Likewise, the GRANTOR shall pay the settlement corresponding to the early Termination in favor of the CONCESSIONAIRE within a maximum term of twelve (12) months from the date the Termination becomes effective as provided in Clause 15.13.6.

## Settlement Procedure

* 1. **General rules**

The general rules shall apply in any of the settlement cases provided for in the following clauses:

* + 1. If the Termination of the Concession Contract occurs during the Construction Period, the Parties shall resort to an expert who shall establish the Book Value of the Asset. To such effect, the valuation shall take into account: (i) that in no case there is double counting of the same expense, investment amount, interest, or other concepts, (ii) the payments made to the Supervisor are recognized to the CONCESSIONAIRE, and (iii) In the case of the Works, the Book Value of the Asset shall only recognize those that have been executed in a manner subsequent to the accreditation of the Financial Closing, be it any grounds for early Termination.
    2. If the Termination of the Concession Contract occurs during the Operating Period, the Parties shall resort to an expert who shall establish the Book Value of the Asset. For such effect, the payment that may be pending for PPD\_ND and PPD\_DE for the current quarter, shall be settled according to the procedure established in Annex 14, the PPD\_DE shall be paid net of the application of the adjustments for the balance(s) to be settled, according to what is established in Annex 14.
    3. In both periods, an expert shall be appointed to determine the Book Value of the Asset, for which, within a term no longer than seven (07) Calendar Days after the Contract Termination Date, each of the Parties shall propose to the Supervisor two (02) entities of recognized national or international prestige with experience in accounting and financial due diligence processes, in order to prepare the expert report, which shall be final and unappealable for the Parties.

Within seven (07) days of receipt of the proposals or even without them, the Supervisor, to the best of its knowledge and belief, shall select the entity that will act as expert, which shall be notified to the Parties simultaneously. The Supervisor's decision shall not be subject to challenge or questioning.

The expert shall have a term of no more than thirty (30) Calendar Days to issue the expert's report, by means of which he/she shall determine the Book Value of Assets, according to the aspects detailed in this Clause.

The CONCESSIONAIRE shall pay the total amount of the expert's fees within a maximum term of seven (07) days after the Supervisor's election has been communicated, after which the term for the expert's report shall commence.

If the Termination is due to causes attributable to the GRANTOR, the payment of the expert's fees shall be included in the same opportunity of the respective settlement. In case of Termination due to Force Majeure or Act of God, the expert's payment shall be assumed in equal parts. The GRANTOR shall reimburse the CONCESSIONAIRE fifty percent (50%) of the fees, in the same opportunity of the respective settlement, for which the CONCESSIONAIRE shall submit the request for reimbursement attaching the due support.

The expert may not have any economic relationship or be directly or indirectly rendering any type of services in favor of the Parties, their shareholders or Related Companies, in Peru or abroad. This limitation shall cover the two (2) years prior to the selection of the expert and up to one year after the completion of the expertise. Likewise, he/she must not have been judicially sentenced for corruption offenses.

* + 1. In order to meet the aforementioned payment for Termination of the Contract, the GRANTOR, according to its budget availability, shall opt for the following options:

1. Making a single payment equivalent to the Book Value of the Assets, less the accumulated amortization of such assets as of the Termination Date, which is recorded in the financial statements of the CONCESSIONAIRE duly audited, for which the valuation shall take into account: (i) that in no case shall the same concept be accounted for twice; (ii) the Book Value of the Assets shall not include current assets, with the exception of the accounts receivable from the GRANTOR; (iii) the amortization shall be calculated taking into account that one hundred percent (100%) of the asset at the beginning of the Operating Period shall be amortized linearly between quarters No.1 and No.40 of the Operating Period; and (iv) the uncollected penalties shall be discounted from the settlement value.

In the event the termination of the Contract is generated by breach of the CONCESSIONAIRE, the payment for termination established in this paragraph shall be made in accordance with the provisions of Clause 15.12.

1. Alternatively, in the quarters following the Termination, the GRANTOR shall pay quarterly the outstanding installments of the PPD component corresponding to PPD1 for the COARs that were in Operation at the time of the Termination. The payments will be made on the last day of the PPD1 installment payment month (March, June, September and December).

In the event referred to in the preceding paragraph, both the Administrative Trust and the provisions of the Concession Contract and its Annexes that are applicable for the purpose of guaranteeing the corresponding payment shall remain in force.

* + 1. In the event that there are balances pending payment in favor of the Supervisor, the corresponding amounts shall be recognized in favor of the Supervisor, which shall be deducted from the Contract Termination payment indicated in this Clause.
    2. The corresponding Termination payments established in subparagraph a) of the Clause 15.13.4, shall be budgeted by the GRANTOR to be disbursed at the latest by the end of the first quarter of the following fiscal year, or at the latest during the term established in the procedure in Clause 15.12. In case of delay, an effective annual interest rate in Soles, equivalent to the nominal value of the LIBOR rate plus two percent (2%) for each Calendar Day of delay, will be included in the payment.
  1. **Settlement for Expiration of the Concession Term**

When the Contract is terminated due to the expiration of the agreed term, the settlement shall not consider any payment for the investments, Works or facilities in the land areas included in the Concession Area, as well as for the Concession Assets and/or Affected Assets to the Concession, nor any compensatory amount that the Termination of the Contract may generate for any of the Parties to the Concession Contract.

In this case, the GRANTOR shall return to the CONCESSIONAIRE the Performance Bond of the Contract in force delivered by the CONCESSIONAIRE.

* 1. **Settlement by Mutual Contract**

If the Termination of the Contract is produced by mutual Contract between the Parties to the Concession Contract, this Contract must contain the mechanism for the settlement of the Concession, which must consider the provisions of Clause 15.13, without generating additional payments.

No compensatory amount will be considered for the damages resulting in the Termination of the Contract to the Parties to the Concession Contract.

* 1. **Settlement for CONCESSIONAIRE's Noncompliance** 
     1. If the Termination of the Contract is caused by the CONCESSIONAIRE'S noncompliance, the settlement procedure shall be carried out considering the provisions of the general settlement rules set forth in this Chapter, where the GRANTOR shall only pay ninety per cent (90%) of the settlement value calculated in the procedure set forth in the subparagraph a) of the Clause 15.13.4; or 90% of PPD1 in the case of payment in installments as set forth in subparagraph b) of the Clause 15.13.4.

In addition, the following should be taken into account:

1. If the Termination occurs from the Closing Date until the signing of the respective Certificate of Commencement of Construction of each COAR, the costs incurred in the Definitive Engineering Studies, which includes the supervision expenses to date, shall be recognized to the CONCESSIONAIRE, provided that they have been approved by the GRANTOR, otherwise they may not be included in the Book Value of Assets.
2. If the Termination occurs from the execution of the COAR Certificate of Commencement of Construction until the Certificate of Commencement of Operation, the expenses paid in advance for insurance and letters of guarantee, which have not yet been accrued in the current fiscal year, are recognized.
3. If the Termination takes place from the execution of the Certificate of Commencement of Operation until the Termination of the Contract:
4. Expenses paid in advance for insurance and letters of guarantee, which have not yet been accrued in the current year, are recognized.
5. The CONCESSIONAIRE grants the GRANTOR the option to purchase the Affected Assets to the Concession, which it considers necessary for the Operation of the Concession Contract, whose purchase value will be the book value, according to IFRS, net of depreciation or amortization of such assets.

In that sense, in case the GRANTOR decides to exercise the option to purchase all or part of the Affected Assets to the Concession, it shall communicate such decision together with the notice of Termination of the Concession Contract set forth in Clause 15.1.3, in which it shall identify the Affected Assets to the Concession that it deems necessary to acquire for the rendering of the Services.

Such Affected Assets to the Concession shall be included by the CONCESSIONAIRE in the Final Inventory according to the provisions of Clause 15.8.

* + 1. If the Termination of the Contract occurs for causes attributable to the CONCESSIONAIRE, the GRANTOR shall execute the Contract Performance Bond in force at the date of termination, it being understood that the GRANTOR is expressly authorized to execute and dispose of the amount of the bond, without any right of reimbursement for the CONCESSIONAIRE, and without prejudice to the discounts with respect to penalties and Deductions that were applicable to it at the date of termination.
  1. **Settlement due to non-compliance or unilateral decision of the GRANTOR.** 
     1. If the Termination of the Contract is caused by liability or by unilateral decision of the GRANTOR, the settlement procedure shall be carried out considering the provisions of Clause 15.13, as applicable.
     2. In addition, the following should be taken into account:

1. If the Completion occurs from the Closing Date until the signing of the respective Certificate of Commencement of Construction of each COAR, the costs incurred in the Definitive Engineering Study(s) approved by the GRANTOR must be considered within the Book Value of the Asset.
2. If the Termination occurs from the signing of the COAR Certificate of Commencement of Construction until the signing of the Certificate of Commencement of Operation, the expenses paid in advance for insurance and letters of guarantee, which have not yet been accrued in the current fiscal year, are recognized.
3. If the Termination occurs from the signing of the Certificate of Commencement of Operation until the Termination of the Contract:
4. Expenses paid in advance for insurance and letters of guarantee, which have not yet been accrued in the current year, are recognized.
5. The book value of the asset will be recognized, according to IFRS, net of depreciation or amortization of the Affected Assets to the Concession.
   * 1. The GRANTOR shall indemnify for an amount equal to the Contract Performance Bond in force at the date of the Termination of the Contract, it being expressly established that the CONCESSIONAIRE shall not be entitled to demand any additional economic compensation beyond that obtained after applying the settlement mechanisms set forth in this Clause.
   1. **Settlement due to Force Majeure or Act of God**
      1. If the Termination of the Contract is due to force majeure or act of God, the settlement procedure shall be carried out considering the provisions of Clause 15.13, as applicable.

In addition, the following should be taken into account:

1. If the Termination occurs from the Closing Date until the signing of the respective Certificate of Commencement of Construction of each COAR, the costs incurred in the Definitive Engineering Study(s) shall be considered within the Book Value of the Asset, provided that they have obtained the GRANTOR's conformity.
2. If the Termination occurs from the execution of the COAR Certificate of Commencement of Construction until the Certificate of Commencement of Operation, the expenses paid in advance for insurance and letters of guarantee, which have not yet been accrued in the current fiscal year, are recognized.
3. If the Termination takes place from the execution of the Certificate of Commencement of Operation until the Termination of the Contract:
4. Expenses paid in advance for insurance and letters of guarantee, which have not yet been accrued in the current year, are recognized.
5. The book value will be recognized according to IFRS, net of depreciation or amortization of the Affected Assets to the Concession.

## Return of Guarantees

* 1. If the Termination of the Contract occurs due to expiration of the Concession term, mutual agreement, breach of the GRANTOR, unilateral decision of the GRANTOR or due to force majeure or act of God, the GRANTOR shall return to the CONCESSIONAIRE the Performance Bond of the Contract in force, within six (6) months after the Termination of the Contract.

# DISPUTE SETTLEMENT

## Applicable Laws and Provisions

1. The Contract shall be governed and interpreted in accordance with the Applicable Laws and Provisions. Therefore, the Parties express that the content, execution, controversies and other consequences arising therefrom shall be governed by such laws.

## Scope of Application

1. The Chapter regulates the solution of all those controversies generated between the Parties during the Concession and those related to the termination of the Concession Contract. The decisions of the governmental authorities that are issued in execution of their administrative competences attributed by express norm, whose means of claim is the administrative channel, shall not be subject to direct treatment or arbitration.

## Interpretation Criteria

1. The Contract shall be governed and interpreted in accordance with the Applicable Laws and Provisions; therefore, the Parties express that the content, execution, controversies and other consequences arising therefrom shall be governed by such legislation.

The Contract shall be interpreted as a unit and in no case shall each of its Clauses be interpreted independently.

1. In case of divergence in the interpretation of this Contract, the following order of priority shall be followed to resolve such situation:
2. The Contract;
3. The Annexes to the Contract
4. The Applicable Laws and Provisions;
5. The Tender Documents
6. The Official Letters of the selection process
7. The Concession Contract is executed only in the Spanish language. In the event of any difference between any translation of the Contract and this one, the text of the Contract in Spanish shall prevail. Translations of this Contract shall not be considered for the purposes of its interpretation.
8. The terms established shall be calculated in Days, Calendar Days, months or years, as applicable.

## Waiver of Diplomatic Claims

1. The CONCESSIONAIRE and its partners, shareholders or stakeholders expressly, unconditionally and irrevocably waive any diplomatic claim for controversies or conflicts that may arise from the Contract.

## Direct Deal

1. The Parties hereby declare that they intend that all conflicts or uncertainties of arbitral nature, with legal relevance that may arise with respect to the interpretation, execution, performance, and any aspect related to the existence, validity or effectiveness of the Contract or termination of the Concession, shall be resolved by direct agreement between the Parties, within a term of ninety (90) Calendar Days counted from the Day following the day in which one Party communicates to the other, in writing, the existence of the conflict or uncertainty with legal relevance. The agreements adopted by the Parties during the direct treatment procedure shall be recorded in the respective record(s).
2. The period referred to in the preceding paragraph may be extended by joint decision of the Parties, up to a period of six (06) months, an agreement to be recorded in writing, provided that there is a real possibility that, if this additional period is available, the conflict will be resolved by means of direct treatment.
3. Likewise, in the step of direct treatment prior to the initiation of arbitration, the Parties may agree on the intervention of a neutral third party, called Amiable compositeur.
4. The Amiable compositeur shall be appointed by the Parties directly or by delegation to a center or institution that administers alternative Dispute settlement mechanisms, subject to the provisions set forth in Article 56 of Legislative Decree No. 1362 and the respective provisions of its Regulations, Supreme Decree No. 240-2018-EF or amendments thereof. The Amiable compositeur shall propose a Dispute settlement formula that, if accepted partially or totally by the Parties, shall produce the legal effects of an operation and, consequently, the quality of res judicata and enforceable.
5. In case the Parties, within the term of direct treatment, do not resolve the conflict or uncertainty raised, they shall define it as a conflict or uncertainty of a technical or non-technical nature, as the case may be. When the parties do not agree on the nature of the Dispute, both parties shall support their position in a written communication to be sent to their counterpart. In this they shall explain the reasons why they consider the Dispute to be of a technical or non-technical nature.
6. Technical Controversies or uncertainties shall be resolved in accordance with the procedure stipulated in the Clause 16.14.1. Conflicts or uncertainties that are not of a technical nature shall be resolved in accordance with the procedure set forth in Clause 16.14.2. In the event the Parties do not agree within the direct dealing period as to whether the conflict or Dispute raised is a Technical Controversy or a Non-Technical Controversy, or in the event the conflict has Technical Controversy and Non-Technical Controversy components, then such conflict or uncertainty shall be considered as a Non-Technical Controversy and shall be resolved in accordance with the respective procedure set forth in Clause 16.14.2.

## Arbitration

1. Types of arbitration proceedings:
   * 1. **Arbitration of Conscience.**

Any and all Technical Controversies that cannot be resolved directly by the Parties within the direct dealing period shall be submitted to Arbitration of Conscience, in accordance with paragraph 3 of Article 57 of Legislative Decree No. 1071, in which the arbitrators shall resolve to the best of their knowledge and belief. The arbitrators may be national or foreign experts, but in all cases they must have ample experience in the subject matter of the respective Technical Controversy, and must not have any conflict of interest with any of the Parties at the time and after their appointment as arbitrators.

The Arbitral Tribunal may request from the Parties such information as it deems necessary to resolve the Technical Controversy before it, and as a consequence may submit to the Parties a proposal for conciliation, which may or may not be accepted by them. The Arbitral Tribunal may act on all evidence and request from the Parties or third parties such evidence as it deems necessary to resolve the claims raised.

The Arbitral Tribunal shall prepare a preliminary decision which it shall notify to the Parties within thirty (30) Days after its installation, and the Parties shall have five (5) Days to prepare and deliver to the Tribunal their comments on such preliminary decision. The Arbitral Tribunal shall issue its final decision on the Technical Controversy raised within ten (10) Days after receipt of the Parties' comments, its preliminary decision or the expiration of the time limit for submitting such comments, whichever occurs first. The proceedings for the resolution of a Technical Controversy shall be held in the city of Lima, Peru. Exceptionally, and due to the nature of the specific case, the arbitration tribunal shall move to another location only for the purpose of acting evidentiary means such as an expert opinion, an ocular inspection or any other evidentiary means that is necessary to act in another location, for a term not exceeding ten (10) days.

The members of the Tribunal shall keep absolute reserve and maintain confidentiality on all information that they learn from their participation in the resolution of a Technical Controversy. The Dispute shall be resolved through national arbitration, and shall be administered by the Arbitration Center of the Lima Chamber of Commerce in all matters not provided for in this Contract.

* + 1. **Arbitration in Law**.

Non-Technical Controversies shall be resolved by Arbitration in Law, pursuant to Article 57, paragraph 1 of Legislative Decree No. 1071, in which the arbitrators shall resolve the Dispute in accordance with applicable Peruvian law as follows:

* + 1. The Parties shall attempt to resolve the Controversies by means of direct treatment, within a period of ninety (90) Calendar Days, which may be extended by joint decision of the Parties under the terms set forth in the Clause 16.9.
    2. In the event that the Parties do not reach a Contract within the term of the direct treatment referred to in the preceding paragraph, the Controversies shall be resolved by Arbitration in Law, and shall be administered by the Arbitration Center of the Lima Chamber of Commerce.
    3. The arbitration shall take place in the city of Lima, Peru, and shall be conducted in the Spanish language.

## Common Procedural Rules

1. Both for the Arbitration of Conscience referred to in Clause 16.14.1 as well as for the Arbitration in Law referred to in Clause 16.14.2, the following general provisions shall apply equally:

#### The Arbitral Tribunal shall be composed of three (3) members. Each Party shall appoint one arbitrator and the third shall be appointed by Contract of the Parties, who in turn shall serve as Chairman of the Arbitral Tribunal.

If the Parties do not reach an agreement on the appointment of the third arbitrator within thirty (30) Calendar Days from the date of the appointment of the second arbitrator, the third arbitrator shall be appointed by the selected arbitration center.

The arbitrators must necessarily have studies and/or extensive experience and/or teaching experience in administrative law, public law and/or public procurement law.

The following order of precedence must necessarily be applied in Arbitration in Law:

##### The Political Constitution of Peru

##### Legislative Decree No. 1362 or any rule that amends or replaces it and its regulations.

##### The principles of administrative law and public contracting law

##### The Civil Code, to the extent that it does not collide or contradict the above rules and principles.

##### The general principles of law

If one of the Parties fails to appoint an arbitrator within thirty (30) Calendar Days from the Day after receipt of the respective request for appointment, the other party may request that the arbitrator be appointed by the relevant arbitration center.

The arbitrators may make up, at their discretion, any differences or gaps in the law or in the Contract by applying general principles of law.

The award issued will be integrated to the contractual rules established in the Concession Contract.

The Parties agree that the award issued by the Arbitral Tribunal shall be final and unappealable. In this sense, the Parties must consider it as a final judgment, with the authority of res judicata. Consequently, the Parties waive the remedies of reconsideration, appeal, annulment, cassation or any other means of appeal against the arbitration award, declaring that the award shall be binding, final and immediately enforceable, except in the cases provided for in Articles 62 and 63 of Legislative Decree No. 1071, as the case may be.

During the arbitration, the Parties shall continue with the performance of their contractual obligations, to the extent possible, including those that are the subject matter of the arbitration. If the subject matter of the arbitration is the performance of the obligations secured with the Guarantees, if applicable, the respective term shall be suspended and such Guarantee may not be executed for the reason that gave rise to the arbitration, and shall remain in force during the arbitration proceedings.

All expenses incurred in the resolution of a Technical or Non-Technical Controversy, except for the fees of the arbitrators involved in the resolution of a Dispute, shall be borne by the losing party. The same rule applies in the event that the defendant or counterclaimant accepts or recognizes the claim of the plaintiff or counterclaimant. The costs shall also be borne by the claimant or counterclaimant who withdraws the claim. In the event the proceeding is terminated without a decision on the merits of the claims due to settlement or conciliation, the aforementioned expenses shall be borne equally by the plaintiff and the defendant. Likewise, in the event that the award is partially in favor of the positions of the Parties, the Arbitral Tribunal shall decide on the distribution of such costs.

1. Costs and expenses such as counsel fees, internal costs or other costs attributable to an individual Party are excluded from the provisions of this Chapter.
2. The fees of the arbitrators shall be paid by the Parties in equal proportion.

# PENALTIES

1. The GRANTOR is empowered to apply the penalties established in the Concession Contract, prior recommendation of the Supervisor, in the corresponding cases, without prejudice that the GRANTOR may become aware of situations that generate the application of penalties even if it has not been recommended by the Supervisor. The CONCESSIONAIRE shall not be exempt from liability, even in the cases in which the non-compliances are a consequence of contracts entered into with third parties, Related Companies, Subsidiary Companies, suppliers or other contractors or subcontractors.
2. The events of default shall generate the obligation to pay the respective penalty, without the need for a prior notice in default, and its payment shall not imply the release of the CONCESSIONAIRE from complying with the respective obligation.
3. In the event of non-compliance by the CONCESSIONAIRE with any of the obligations set forth in the Concession Contract, the GRANTOR, with the prior non-binding report of the Supervisor, as the case may be, shall notify the CONCESSIONAIRE of the detected non-compliance, indicating:

#### The reasons motivating the imposition of the penalty;

#### The mechanism and deadline for the correction of the noncompliance;

#### The determination of the corresponding penalty, according to the table of penalties in Annex 15; and,

#### The payment requirement, with the indication of the value of the applicable UIT, indicating the account of the GRANTOR, during the period prior to the constitution of the Administration Trust, or the account of the Administration Trust in which the corresponding amount shall be deposited, which shall occur within the ten (10) days following the receipt of the requirement.

The notice to the CONCESSIONAIRE shall be made within a maximum period of five (5) days after receiving the Supervisor's report or when the GRANTOR becomes aware of the situation that generated the application of the penalty, as the case may be. Notwithstanding the above, even if the GRANTOR delays in the notice, under the responsibility of such Entity, the penalties will be validly imposed. As a deadline, the notice of the GRANTOR may be made up to twenty (20) additional days to the aforementioned deadline.

The Supervisor shall submit a monthly consolidated report with the detected non-compliances that configure the application of the penalties established in Annex 15, which shall be regulated in the supervision services contract.

1. Within the period of ten (10) days referred to in subparagraph d of the Clause 17.3, the CONCESSIONAIRE may send to the GRANTOR, with copy to the Supervisor, its disagreement with the penalty applied, for which it shall attach a legal, technical and financial report supporting its position.

In this regard, the Supervisor shall have a maximum term of ten (10) days, counted from the day following the reception of the CONCESSIONAIRE's report, to send its non-binding opinion to the GRANTOR, which shall have a maximum term of ten (10) days, counted from the day following the reception of the Supervisor's opinion, or the expiration of the term without the Supervisor having issued an opinion, to send its decision, and may confirm the application of the penalty(ies) or leave it (them) without effect.

In such case, the term for payment of the penalties provided for in Clause 17.3, shall be suspended until the notice of the confirmation of the imposition of penalties by the GRANTOR, in which case the period for payment by the CONCESSIONAIRE shall be restarted.

1. Once the confirmation of the application of penalties has been received, the CONCESSIONAIRE may contradict the imposition of the penalty, in which case a Dispute shall have arisen and shall be resolved in accordance with the Dispute settlement mechanisms set forth in Chapter XVI, for which purpose it may request the initiation of direct treatment within five (05) days, otherwise the penalty shall be consented to.
2. The GRANTOR shall have a maximum term of fifteen (15) days to issue its duly grounded opinion on the CONCESSIONAIRE's request for direct treatment. If upon expiration of such term, the GRANTOR does not issue any opinion, it shall be understood as rejected the questioning submitted.

In case the CONCESSIONAIRE is not satisfied with the result of the direct Contract, it has a maximum term of thirty (30) days after the conclusion of the direct Contract to initiate the arbitration proceeding. Once said term has elapsed without the arbitration procedure referred to in Chapter XVI having been initiated, the penalty shall be consented to.

1. After the expiration of the ten (10) day period indicated in Clause 17.4 without the CONCESSIONAIRE contradicting the penalty or, if the dispute is resolved in favor of the GRANTOR, either by direct treatment or by arbitration award, it shall be understood that the obligation to pay the penalty is enforceable.

In this case, the obligation of payment of the penalty shall be fulfilled, at the latest, on the last day of expiration of the term referred to in the Clause 17.4, or three (3) days after the controversy has been settled through direct treatment or three (3) days after the arbitration award has been notified to the CONCESSIONAIRE, as the case may be.

Likewise, if the arbitration award confirms the imposition of the penalty, the CONCESSIONAIRE shall additionally pay ten percent (10%) of the amount of the confirmed penalty.

1. In the event that the CONCESSIONAIRE fails to pay the penalties within the terms mentioned in this Chapter, or including the ten percent (10%) referred to in the preceding Clause, the GRANTOR shall execute the Contract Performance Bond for an amount equivalent to the penalty imposed, plus the interest generated from the notice until the effective date of payment, and the CONCESSIONAIRE shall return said bond, in accordance with the provisions of Chapter IX. Any delay in payment shall accrue an effective annual interest rate in Soles, equivalent to the nominal value of the LIBOR rate plus two percent (2%) for each Calendar Day of delay from the date on which payment was due.
2. The payment of the applicable penalties may not be considered as grounds for invoking a breach of the economic-financial equilibrium.
3. The correction of the notified non-compliance does not cancel the application of the corresponding penalties derived from the non-compliance, except for express provision that regulates the possibility of correction of non-compliances or extensions of the term for compliance of obligations established in the Concession Contract not subject to the application of penalties.
4. At the time of determining each of the penalties established in the Table of Penalties of Annex 15, the GRANTOR shall consider the value of the UIT (Tax Unit) in force at the time of its application.
5. Repeated breach of the same contractual obligation by the CONCESSIONAIRE, subject to the application of penalties in different supervision periods, which cumulatively generates the payment of penalties in the amount of 150 UIT, shall give rise to the Termination of the Contract in accordance with the Clause 15.1.3.
6. The GRANTOR has the obligation to keep the accounting and the record of the penalties imposed, in order to determine the application of the maximum amount foreseen in Chapter XV and the other assumptions foreseen in this Concession Contract. The Supervisor shall submit to the GRANTOR a detailed report in case the grounds for early termination of the Contract due to non-compliance of the CONCESSIONAIRE set forth in subparagraph v of the Clause 15.1.3, as shall be provided for in the respective service contract.

In case there are available resources in the Penalties Account of the Collection Trust, these will be transferred to the Co-Financing Account for the payment of the corresponding PPD, if applicable.

# DEDUCTIONS

* 1. Each time a breach of the Service Levels occurs, as applicable, and which are not due to force majeure or acts of God duly substantiated in accordance with the provisions of Chapter XIV, Deductions shall be applied, in accordance with the provisions of Appendix 1 of Annex 14 of this Contract.
  2. For purposes of PPD disbursement, the Supervisor shall calculate a Referential Deduction that shall set the minimum PPD disbursement subject to deductions for COARj in quarter t (PPD\_Dej,t) in accordance with the provisions of paragraphs 8 and 10 of Appendix 1 of Annex 14.
  3. Likewise, for disbursement purposes, it shall be considered that the difference between the Deduction obtained from the Service Level qualification and the Referential Deduction calculated for each COAR shall constitute a balance to be settled to the PPD of the subsequent quarters, which shall be accounted for by the Supervisor according to the Settlement Report model included in Appendix 3 of Annex 14, and the procedure established in paragraph 11 of Appendix 1 of Annex 14.
  4. In the event that an accumulated value of effective Deductions equivalent to 80% of the value indicated in subparagraph w of Clause 15.1.3, the GRANTOR shall send to the CONCESSIONAIRE within five (5) days from the day following the verification of the respective limit, a warning notice in which the GRANTOR shall require the CONCESSIONAIRE to adequately comply with the Service Levels that gave rise to the accrual of the Deductions.
  5. In case the Deductions reach or exceed the value set forth in subparagraph w of Clause 15.1.3 or the accumulation of quarterly adjustments is generated *(Adjustment\_(j,t)* equivalent to the percentage established in subparagraph x of the Clause 15.1.3, the GRANTOR may assert the Termination of the Concession Contract as set forth in Clause 15.1.3 and execute the entirety of the Performance Bond as set forth in Clause 9.2.2. and subsequent. In case such guarantee is executed, the CONCESSIONAIRE shall return it for the amount established, within a term no longer than fifteen (15) Days as from the Day following its execution according to the provisions of Clause 9.9 of the Concession Contract.
  6. The Parties may submit any Technical Controversy related to this Chapter to the Dispute settlement mechanisms provided for in Chapter XVI, Clause 16.14.1 of this Contract, after the Deductions have been made.

# AMENDMENTS TO THE CONTRACT

* 1. Pursuant to Article 55 of Legislative Decree No. 1362 and Article 134 of the Regulations of Legislative Decree No. 1362, or subsequent regulations that may amend or replace them, the Parties may amend this Contract, subject to prior written Contract, which must be set forth in an addendum, for duly justified reasons and when necessary in the public interest, maintaining the competitive conditions of the promotion process and the economic-financial equilibrium of the services to be provided by the Parties, taking care not to alter the allocation of risks and the nature of the Project.
  2. Any request for amendment, addition or modification of this Contract by any of the Parties shall be submitted to the other Party, with due technical and economic-financial support, in accordance with the provisions of the Regulations of Legislative Decree No. 1362, approved by Supreme Decree No. 240-2018-EF, the Applicable Laws and Provisions and amending and/or replacing rules.
  3. The amendment Contract shall be binding for the Parties only if it is in writing and signed by the duly authorized representatives of the Parties.
  4. For the purposes of the preceding paragraph, it should be noted that the modification of any of the terms set forth in this Contract requires the prior opinion of the Permitted Creditor. PROINVERSIÓN and the Ministry of Economy and Finance, within the scope of their competences, shall then be requested to give their prior opinion on the proposal agreed upon by the Parties; likewise, the opinion of the competent public entities shall be required in accordance with the conditions required by Legislative Decree No. 1362, its Regulations approved by Supreme Decree No. 240-2018-EF, the Applicable Laws and Provisions and amending and/or substituting rules.

Likewise, in case the contractual modifications refer to the Service Levels foreseen in this Contract, it shall be necessary to request prior opinion from the Supervisor.

* 1. The request made by the CONCESSIONAIRE or the GRANTOR in this regard shall respect the nature of the Concession, the competitive conditions of the promotion process and maintain the economic and financial balance of the services to be provided by the Parties.
  2. Notwithstanding the provisions of this Chapter, the provisions contained in Articles 134 to 138 of Supreme Decree No. 240-2018-EF, Regulation of Legislative Decree No. 1362, the Applicable Laws and Provisions and amending and/or substituting rules shall apply to this Contract for the processing of the contractual amendments.

# DOMICILES

## Fixing

* 1. Unless otherwise expressly agreed in the Contract, all notices, summons, petitions, demands and other communications related to the Contract, shall be made in writing and shall be considered validly made when they have the respective acknowledgement of receipt, to the following addresses:

If addressed to the GRANTOR:

Name: Ministry of Education.

Address: \_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_

If addressed to the CONCESSIONAIRE:

Name:

Address:

Attention:

Likewise, the Parties may make communications by electronic mail for which it shall be deemed sufficient, duly made at the time the electronic mail enters the information system of the addressee(s) designated by the Parties to receive electronic notices, and provided that the sender has not received any error message indicating failure in the delivery.

The sending Party shall have the burden of proving the sending or transmission, receipt and receipt of the respective communication.

## Change of address

20.2. Any change of address shall be communicated in writing to the other Party to the Contract and to the Supervisor. This new domicile shall be fixed in compliance with the requirements of the preceding Clause.

This Concession Contract is duly executed in three (3) copies of identical tenor, in the city of Lima on the \_\_\_\_\_\_\_\_\_\_\_\_\_days of the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

**ANNEXES**

# ANNEX 1: DEFINITIONS

In the Concession Contract, including the Annexes, the following terms shall have the meanings set forth below:

1. **Permitted Creditors:**

The concept of Permitted Creditor(s) is only applicable for the cases of Permitted Guaranteed Indebtedness. The Permitted Creditors must have PROINVERSIÓN's authorization to prove such condition, by previously submitting Appendix 1 of Annex 9 of this Contract according to the provisions set forth in Clause 8.1 and subsequent. For such purposes, Permitted Creditors may be:

1. In the event that the Permitted Guaranteed Indebtedness is structured through credits, mutual or money loans of any kind, syndicated or not, the following are considered to be the most likely to occur:
2. Any multilateral lending institution of which the State of the Republic of Peru is a member and any fund or patrimony administered by a multilateral lending agency of which the State of the Republic of Peru is a member;
3. Any Export Credit Agency or any governmental institution or agency of any country with which the State of the Republic of Peru maintains diplomatic relations and any fund or patrimony administered by an Export Credit Agency or any governmental institution or agency of any country with which the State of the Republic of Peru maintains diplomatic relations;
4. Any international financial institution designated as a first category foreign bank in the Official Letter issued by the Central Reserve Bank of Peru in effect on the date of qualification of the Permitted Creditor. Any change, modification or substitution of such Official Letter does not affect the rating previously granted;
5. Any other international financial institution with a risk rating no lower than the rating of Peruvian sovereign debt corresponding to foreign currency and long term, assigned by an international risk rating agency that rates the State of the Republic of Peru;
6. Any national financial institution with a local risk rating of no less than "A", assigned by a national risk rating company, duly authorized by the Superintendency of the Securities Market (SMV);

In these cases, the Permitted Creditors may be represented by an administrative agent or collateral agent, which shall be any of the parties indicated in paragraphs (i) to (v) of subparagraph a) above. For such purposes, the following shall be considered:

"Administrative Agent", whose function shall be to administer and monitor compliance with the obligations and commitments set forth in the Permitted Guaranteed Indebtedness Contract, as well as to represent the Permitted Creditors.

"Collateral Agent", in favor of whom the guarantees are granted for the benefit of the Permitted Creditors and whose function shall be to administer the guarantee contracts that the CONCESSIONAIRE has granted in support of the Permitted Guaranteed Indebtedness, execute the guarantees by order and on behalf of the Permitted Creditors and recover the amounts of the execution to be distributed among the Permitted Creditors.

It should be noted that the qualification of the Administrative Agent or Collateral Agent is of an administrative nature to exercise the rights on behalf of the Permitted Creditors.

In the event that after the authorization of a Permitted Guaranteed Indebtedness of syndicated or bilateral credits, a Permitted Creditor wishes to assign its credit to a third party, either totally or partially in such Permitted Guaranteed Indebtedness, in order for such third party to be considered a Permitted Creditor, it must be previously qualified as a Permitted Creditor by the GRANTOR, and for such purpose it must submit the declaration contained in Appendix 1 of Annex 9 of this Contract.

1. In the event that the Permitted Guaranteed Indebtedness is structured through issuances in the stock or capital markets, both domestic and international:
2. All institutional investors so considered by the legal regulations in force (such as Pension Fund Administrators - AFP, national or international insurance company), who directly or indirectly acquire any type of transferable security issued by the CONCESSIONAIRE, the trustee, securitization company, special purpose company, incorporated in Peru or abroad that acquire rights and/or assets derived from the Concession Contract;
3. Any trust assets, investment funds or securitization company or special purpose company incorporated in Peru or abroad that directly or indirectly represent or acquire rights and/or assets derived from the Concession Contract;
4. Ineligibility regime:

The Permitted Creditor(s) shall in no case be: (i) any entity, fund or, individual, with economic ties with the CONCESSIONAIRE, as indicated in Resolution SMV No. 019-2015-SMV/01, or rule that replaces it; (ii) any entity, fund or, individual, declared ineligible(s) by the Inter-American Development Bank or on the list of parties sanctioned by the World Bank or other multilateral agency with which the State has entered into credit Contracts; (iii) any individual convicted by the competent authority by means of a final and unappealable judgment, or entity that has been sanctioned with criminal or administrative liability, for the commission of corruption offenses (related to tenders, public works, Public Private Partnerships and Projects in Assets), money laundering or terrorism to the detriment of the Peruvian State, committed in Peru or abroad; and, (iv) any entity, or fund through its attorneys-in-fact, legal representatives, directors, officers and/or employees, or individual, who had recognized before a competent authority the commission of corruption crimes (related to bids, public works, Public Private Partnerships and Projects in Assets), money laundering or terrorism against the Peruvian State, committed in Peru or abroad, provided that such recognition had been officially informed by a competent authority to the State or to the GRANTOR.

In the case of the financing operations indicated in the preceding subparagraphs a) and b), PROINVERSIÓN shall verify that the Permitted Creditor does not fall under the first paragraph of subparagraph c) when evaluating the qualification of Permitted Creditor as part of the Permitted Guaranteed Indebtedness.

In the case of the financing operations indicated in subparagraph a) above, if one or more Permitted Creditors, due to information that is notorious and/or public knowledge, is included in any of the assumptions of the first paragraph of this subparagraph and this affects the availability of financial resources associated to such Permitted Creditor in such a way that there is a risk that the CONCESSIONAIRE cannot comply with the execution of the Project, the CONCESSIONAIRE shall, within one hundred twenty (120) Days after having been notified by the GRANTOR about such situation: (aa) deliver evidence to the GRANTOR of the substitution of the Permitted Creditor for another that complies with the requirements established in accordance with the provisions of the Concession Contract; (bb) evidence to the GRANTOR that it has the necessary resources for the completion of the execution of the Project, in which case, the CONCESSIONAIRE may submit a resolution of its General Shareholders' Meeting committing to carry out the corresponding capital increases to substitute the current schedule of disbursements of the creditor that has lost the status of Permitted Creditor; (cc) submit to the GRANTOR a new loan Contract entered into with a new Permitted Creditor, a third party or an entity related to the CONCESSIONAIRE; (dd) submit to the GRANTOR documents evidencing the extension of any of the financing Contracts in force that allow the completion of the execution of the Project, as the case may be; or in any case, (ee) provide proof to the GRANTOR that it has the necessary resources through the combination of two (2) or more of the accreditations or methods indicated above; otherwise, after the one hundred and twenty (120) days indicated above, the penalty set forth in Annex 15 of this Contract shall be applicable.

1. **Certificate of Final Delivery of the Concession Areas:**

It is the document signed by the Parties of the Concession Contract, through which it is stated that the Concession Areas delivered by the GRANTOR to the CONCESSIONAIRE by means of the signing of the Certificate of Initial Delivery of the Concession Areas have the respective Legal Physical Sanitation, in accordance with the provisions of this Contract.

1. **Certificate of Initial Delivery of the Concession Areas:**

It is the document signed by the Parties to the Concession Contract, through which the GRANTOR delivers to the CONCESSIONAIRE the Concession Areas, without necessarily having the Legal Physical Sanitation. These lands have Availability and grant the CONCESSIONAIRE the use and the custodial duty according to the terms set forth in the aforementioned Certificate. This certificate includes the Initial Inventory.

1. **Certificate of Commencement of Construction:**

It is the document signed by the Parties to the Concession Contract, evidencing the beginning of the Construction Period of the respective COAR.

1. **Certificate of Commencement of Operation:**

It is the document signed by the Parties to the Concession Contract, stating the beginning of the Operating Period of the respective COAR.

1. **Certificate of Rectification of Substantial Observations:**

This is the document signed by the Parties to the Concession Contract, whereby it is stated that the CONCESSIONAIRE has accredited the correction of the substantial observations identified by the Supervisor and/or the GRANTOR with respect to the Works and equipment, establishing at the same time that there are still non-substantial observations that must be lifted by the CONCESSIONAIRE during the Commissioning. The signing of this act initiates the Commissioning of the respective COAR according to the provisions of the Clause 6.45.

1. **Certificate of Acceptance of Works:**

This is the document signed by the Parties to the Concession Contract, by means of which it is stated for the record that the CONCESSIONAIRE has completed the execution of the Works and implementation of the equipment and furniture of a given COAR, in accordance with the Definitive Engineering Study.

1. **Certificate of reversion of assets:**

It is the document signed by the Parties to the Concession Contract, whereby it is recorded that the CONCESSIONAIRE delivers to the GRANTOR the Concession Assets and/or Affected Assets to the Concession, in accordance with the provisions of the Concession Contract.

1. **Successful bidder:**

The Qualified Bidder to whom the Project Award has been made.

1. **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 in projects developed through the Public-Private Partnership and Projects in Assets modalities, within the scope of its competence, unifying decision-making within the process, in accordance with the provisions of the Applicable Laws and Provisions.

1. **Calendar Year:**

The twelve (12) month period from January 1st to December 31st of each year, both dates inclusive.

1. **Year of Concession:**

It is each twelve (12) month period calculated from the Closing Date, inclusive, until the end of the term of the Concession.

1. **Area of Influence of the Concession:**

These are the areas where the direct and indirect environmental impacts resulting from the activities developed within the framework of the Project will have an impact. Their limits will be defined in the environmental management instruments (IGA).

1. **Concession Areas:**

These are the areas corresponding to the lands located in the regions of Huancavelica, Pasco and Cusco, which will be delivered by the GRANTOR to the CONCESSIONAIRE for the purposes of the Concession, as detailed in Annex 3.

1. **Competent Governmental Authority:**

It is the national, regional, departmental, provincial or district body or institution, or any of its dependencies or agencies, regulatory or administrative, or any Peruvian entity or body that by law exercises executive, legislative or judicial powers, or that belongs to any of the aforementioned governments, authorities or institutions, with jurisdiction over the persons or matters in question.

1. **Competent Environmental Authority:**

It is the national, regional, departmental, provincial or district body or institution, or any of its regulatory or administrative dependencies or agencies, or any Peruvian entity or organism that by law exercises executive, legislative or judicial powers, or that belongs to any of the aforementioned governments, authorities or institutions, with jurisdiction over environmental matters.

1. **Affected Assets to the Concession:**

Those movable assets owned or in possession of the CONCESSIONAIRE that are included in the Minimum Requirements for Design and Construction set forth in Annex 11, which are incorporated to the Concession and are affected to the Mandatory Services. The GRANTOR shall receive such assets free of charge at the expiration of the term of the Concession. In case of Termination of the Concession Contract due to a ground attributable to the GRANTOR, force majeure or act of God, the GRANTOR is obliged to pay for such assets, while, in case of Termination of the Contract due to a ground attributable to the CONCESSIONAIRE, the GRANTOR is entitled to the purchase option in accordance with the mechanisms set forth in Chapter XV of the Concession Contract.

Within this category are included the equipment and furniture of the COAR, which as a minimum are detailed in the Minimum Requirements for Design and Construction set forth in Annex 11 of the Contract.

1. **Concession Assets:**

The following will acquire the condition of Concession Assets:

1. The Concession Areas, referred to in Annex 3, as from the Closing Date and the signing of the Certificate of Acceptance of Works.
2. The Works and buildings in general within the Concession Areas that have been built by the CONCESSIONAIRE during the term of the Concession and once the corresponding Certificate of Acceptance of Works has been executed.
3. Any additional investment that has been integrated to the Concession in accordance with the provisions of the Contract.
4. Other inseparable assets linked to the execution of the Investment and the Mandatory Services, which upon their removal could affect the infrastructure.

Said assets will be returned to the GRANTOR in accordance with the provisions of the Concession Contract, duly cleaned up and free of charges, liens or encumbrances.

1. **Concessionaire Assets:**

These are all the assets owned by the CONCESSIONAIRE that are not listed in Annex 11 of this Contract and that are not necessary to achieve the Service Levels. These goods are used by the CONCESSIONAIRE in the COAR facilities at its cost and risk, for the development of its activities. These goods do not revert in favor of the GRANTOR, nor are they recognized by the latter upon termination of the Contract for any grounds whatsoever.

1. **Certificate of Commissioning:**

This is the document issued by the GRANTOR that certifies that the CONCESSIONAIRE has satisfactorily completed the Commissioning of the respective COAR, in accordance with the respective Definitive Engineering Study.

With the issuance of this certificate, it is understood that the COAR Commissioning has been completed. The GRANTOR shall deliver this certificate to the CONCESSIONAIRE on the same day of its issuance, with a copy to the Supervisor.

1. **Financial Closing:**

It is the reliable and documented accreditation made by the CONCESSIONAIRE, which must demonstrate that it has the necessary financial resources for the execution of the Project.

1. **COAR:**

High-Performance School(s) in the regions of Huancavelica, Pasco and Cusco.

1. **Co-financing:**

These are the resources granted by the GRANTOR to pay the obligations of the CONCESSIONAIRE, which will be disbursed through the mechanism of Availability Payment (PPD).

1. **PRO SOCIAL Committee:**

It is the Special Committee for Investment in Projects of Education, Health, Justice, Tourism, Real Estate, Capital Markets and Other Sectors or Public Companies - PRO SOCIAL Committee.

1. **GRANTOR:**

It is the State of the Republic of Peru represented by the Ministry of Education, in accordance with the powers delegated by the Regional Governments of Huancavelica, Pasco and Cusco, in accordance with the documents set forth in Annex 2.

1. **Concession:**

It is the public law legal relationship established between the GRANTOR and the CONCESSIONAIRE as of the Closing Date, whereby the GRANTOR grants the CONCESSIONAIRE the right to design, finance, construct, equip, operate and maintain the Project.

1. **CONCESSIONAIRE:**

It is the specific purpose company, incorporated as a legal entity in Peru, which will enter into this Concession Contract, in accordance with the requirements set forth in the Declaration of Interest or the Tender Documents, as applicable, and this Contract.

1. **Constructor:**

The CONCESSIONAIRE or the construction companies hired by the CONCESSIONAIRE, at its account, cost and risk, which accredited the technical requirements in construction, in accordance with the provisions of the Declaration of Interest, and which will execute the Works that are part of the Concession.

1. **Contract or Concession Contract:**

This is the present document, including its Annexes and Appendices, executed between the GRANTOR and the CONCESSIONAIRE, which governs the relations between them during its term.

1. **Control:**

It is the situation whereby a natural or legal person holds or is subject to the control of another legal person, or is subject to the common control of the latter, in any of the following cases:

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

This is the document containing the execution schedule for each component of the Project, in accordance with the deadlines set forth in the Technical Proposal for each component, and shall be an integral part of each of the Definitive Engineering Studies. This schedule shall be presented in accordance with the Concession Contract and shall identify the Critical Path.

1. **Custody:**

It includes the actions of a correct diligence of protection, custody and conservation that the CONCESSIONAIRE must develop to guarantee the integrity of the Concession Assets and of the Affected Assets to the Concession, from the Closing Date and from the signature of the Certificate of Acceptance of Works, as it corresponds to the type of assets, until the signing of the Certificate of Reversion of Assets.

1. **Deduction or Deductions**:

These are the discounts that will be applied to the PPD during the Operating Period as a result of non-compliance with the Service Levels set forth in this Contract, according to the methodology established in Appendix 1 of Annex 14. Exceptionally, deductions will be applied to the suspension cases established in Chapter IV, which will not be the result of non-compliance with the Service Levels, but due to the application of the minimum score established.

1. **Referential Deduction:**

This is the value that serves as the basis for setting the PPD disbursement and defining the balances to be settled in subsequent quarters, according to the mechanism established in Appendix 1 of Annex 14.

1. **Days:**

These are working days, i.e., those days that are not Saturdays, Sundays or non-working holidays in the province of Lima or in the localities of the Project. Holidays are also understood to be those days that are not working days for the public sector. The deadlines established in this Concession Contract will be counted from the day following receipt of the notice.

1. **Calendar Days:**

These are working days, non-business days and holidays. The deadlines established in this Concession Contract shall be counted from the day following receipt of the notice.

1. **Availability:**

It is the condition of the lands that are part of the Concession Areas, detailed according to Annex 3, that the GRANTOR delivers to the CONCESSIONAIRE by means of the signing of the Certificate of Initial Delivery of the Concession Areas.

The GRANTOR shall prove the Availability of such lands, among other ways, through the following documents:

1. In the case of acquisitions of property or rights of use: Contracts of anticipated taking of possession, record, minutes or any other reliable document that proves the possession, contracts of usufruct, surface, affectation in use, among others, that verify the right granted to the GRANTOR as property, usufruct, surface, affectation in use, possession or others according to what is established in the Legislative Decree No. 1192 and its amendments, or rules that modify or substitute it.
2. In the case of land or real estate with the direct intervention of the National Superintendence of State Assets (SBN): official notices indicating the beginning of the Legal Physical Sanitation or the transfer of land or resolutions approving any act of disposition or administration of assets, or resolutions of reversal of assets, extinction, reversion or reassignment of use.

This list of documentation is not exhaustive and is not exhaustive.

1. **Affiliated Company:**

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

1. **Parent Company:**

It is a company that has the Control of one or several companies. It is also considered in this definition a company that has the Control of a Parent Company, as it has been defined, and so forth.

1. **Subsidiary Company:**

A company whose Control is exercised by a Parent Company. Also considered in this definition is that company whose Control is in the hands of a Subsidiary Company, as defined above, and so on.

1. **Related Company:**

It is any Affiliate, Parent or Subsidiary Company and the existence of a relationship is presumed in any of the following cases:

1. When they are part of the same economic group.
2. 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.
3. When more than 50% of the obligations of one legal person are claims of the other, and the other is not a company of the financial system.
4. When a legal person has, directly or indirectly, a participation in the capital stock of another legal person that allows it to have a presence on its board of directors.
5. 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.
6. **Financial Entities:**

They are:

1. Banking and insurance companies defined in accordance with Law No. 26702, General Law of the Financial and Insurance System and Organic Law of the Superintendency of Banking and Insurance, or regulation that modifies or substitutes it;
2. First category foreign banks; and,
3. International financial institutions, as referred to in Annex 6.
4. **Minimum specifications for the preparation of the Definitive Engineering Study:**

Refers to the scope and guidelines for the execution of the basic studies and preparation of the Definitive Engineering Studies to be performed by the CONCESSIONAIRE, which are set forth in Annex 10 of this Contract.

1. **Basic Technical Specifications of the Services:**

It includes the description of the Mandatory Services to be provided by the CONCESSIONAIRE, including their definition, objective, scope, hourly availability, equipment and supplies, staff, quality standards, regulations, technical specifications, glossary, and which are developed in Annex 12 of this Contract.

1. **Definitive Engineering Study (EDI):**

It is the document that contains the necessary and sufficient information to allow the execution and supervision of the Works, as well as the implementation of the equipment and furniture. It is prepared by the CONCESSIONAIRE, with the GRANTOR's conformity, after the Supervisor's opinion, and it shall contain the Project development at a definitive level, in accordance with Annex 10 and the Technical Proposal of the Awardee in Annex 17. It is binding for the Construction Period.

1. **Closing Date:**

It is the day on which the Concession Contract is signed between the GRANTOR and the CONCESSIONAIRE, at the time and place foreseen for such purpose.

1. **Administration Trust:**

Corresponds to the Trust Contract to be signed by the GRANTOR, the CONCESSIONAIRE and the Trustee appointed for the administration of the flows derived from the Project.

1. **Trustees**:

The CONCESSIONAIRE and the GRANTOR, shall be, as the case may be.

1. **Settlors**:

The GRANTOR and the CONCESSIONAIRE shall be the settlors, as the case may be.

1. **Trustee:**

It shall be the entity designated by the CONCESSIONAIRE, with the approval of the GRANTOR.

1. **Contract Performance Bond:**

These are the letters of guarantee or *stand-by* letter of credit confirmed by a Financial Institution in accordance with Annexes 7 and 8 to be submitted by the CONCESSIONAIRE in favor of the GRANTOR, the denomination of which shall be in accordance with the Project period, pursuant to the provisions set forth in Clause 9.2.

They may be constituted by more than one letter of guarantee or, alternatively, a *stand-by* letter of credit confirmed by a Financial Institution in accordance with the provisions of Chapter IX of the Contract, provided that they total the amount required for the corresponding guarantee.

These guarantees shall have the characteristics of being joint and several, unconditional, irrevocable, with express waiver of the benefit of excussion and division, and of automatic execution. The amount of the Performance Bond does not constitute a limit to the penalties or indemnities that may be due for non-compliance.

Likewise, the guarantees shall be submitted by the CONCESSIONAIRE in favor of the GRANTOR to guarantee during the term of the contract:

1. Compliance with all its obligations under the Concession Contract;
2. The payment of penalties; and,
3. The amounts ordered to be paid, by means of a final judgment, final sentence or enforceable arbitration award; and,
4. Other declarations and stipulations set forth in the Concession Contract.
5. **Economic Group:**

It is the group of legal entities, regardless of their activity or corporate purpose, that are subject to the control of the same natural person or group of natural persons, in accordance with the definitions contained in Resolution SMV No. 00019-2015-SMV/01, or regulation that modifies or replaces it.

1. **IGV (Sales Tax):**

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

1. **Service Index**

It is the score resulting from the weighted average of the Supervisor's rating of the Service Levels.

1. **Settlement Report**

This is the report that the Supervisor shall prepare and send to the GRANTOR, on the eighth day of the month following March, June, September and December, as applicable, which shall serve as the basis for the calculation and application of the balance to be settled of the PPD of the subsequent quarters in accordance with the provisions of Appendices 1 and 3 of Annex 14.

1. **Availability Payment Report**

This is the report that the Supervisor shall prepare and send to the Trustee, with a copy to the CONCESSIONAIRE and GRANTOR, fifteen (15) days after the second month of each quarter, indicating the payment of the corresponding PPD and the balance due for the previous quarters in accordance with the provisions of Appendices 1 and 2 of Annex 14.

1. **Educational Infrastructure**

It is the physical support of the Educational Service, and is constituted by the set of premises, buildings, equipment and furniture as detailed in Annex 11. It also considers the structural and non-structural elements, electrical installations, sanitary installations (among other technical installations) organized under an architectural concept that considers the requirements of safety, functionality and habitability of the infrastructure, and that in turn responds to the pedagogical requirements.

1. **Environmental Management Instrument (IGA):**

These are mechanisms oriented to the execution of the national environmental policy, based on the principles established in Law No. 28611, General Environmental Law, and its complementary, regulatory and modifying norms. This project has been classified by the Directorate of Environmental Affairs of the Ministry of Housing, Construction and Sanitation, in Category I of the Environmental Impact Assessment System, and therefore the Environmental Impact Statement is applicable (DIA)

1. **Controller:**

It is the legal entity of private law, contracted by the GRANTOR, which temporarily and extraordinarily will be in charge of the activities that allow the continuation of the provision of the Mandatory Services, including the Maintenance of the Educational Infrastructure, as well as the Operation of the COARs, as appropriate, from the Termination of the Contract until the selection of the new concessionaire.

1. **Investment:**

It includes the resources necessary to execute the Project, as well as the financial expenses associated with its development, other expenses considered in the structuring of the financing, including, but not limited to:

1. Investment in Works;
2. Supervision during the preparation of the EDI and the Construction Period;
3. Interest for the Construction Period corresponding to the financial asset;
4. The reimbursement of expenses in favor of the Bidder and the expenses of the process to PROINVERSIÓN.
5. Other pre-operating and intangible expenses associated to the Project, prior to the beginning of the Operating Period, which are related to the fulfillment of the obligations of the CONCESSIONAIRE within the framework of the Contract.
6. **Investment in Works:**

It comprises the resources necessary to carry out the design and the Works, including but not limited to:

1. The preparation of the Definitive Engineering Studies;
2. The expenses of the Construction Period, which include: preparation, approval and implementation of the environmental management instruments, obtaining the CIRA and other authorizations, certifications, easements, permits, urban habilitations and licenses, among others;
3. The execution of the Works, including Commissioning expenses until the beginning of the Operating Period;

The Investment in Works is the one consigned in the Definitive Engineering Study.

1. **Applicable Laws and Provisions:**

It is the set of regulatory provisions in force, such as the Political Constitution of Peru, rules with the rank of law, supreme decrees, regulations, regulatory rules, directives, resolutions, as well as any other that, according to the legal system of the State of the Republic of Peru, is applicable, which shall be mandatory for the Parties and the Supervisor, or those that may be issued during the course of the Concession by any Competent Governmental Authority.

1. **LIBOR:**

The six (6) month London Interbank Offered Rate as reported by Reuters at the London closing time in US dollars.

1. **Maintenance:**

It is the Mandatory Service comprising the set of actions to be performed periodically and non-periodically to repair, prevent, avoid or neutralize damages and/or deterioration of the physical conditions of the Educational Infrastructure, in accordance with the Basic Technical Specifications of the Services detailed in Annex 12.

1. **Service Operation Manuals:**

It is the document prepared by the CONCESSIONAIRE, for each COAR, which contains the instructions to provide the Mandatory Services; as well as to ensure the replacement of the Affected Assets to the Concession, according to the conditions established in Annex 12 of the Basic Technical Specifications of the Services.

1. **Service Levels:**

These are the minimum quality standards of the Mandatory Services that the CONCESSIONAIRE must achieve and maintain during the Operation, in accordance with the provisions of Annex 13.

1. **Works:**

Structures, buildings, facilities and other assets related to the Project that will be built during the life of the Concession, with respect to each COAR.

1. **Economic Offer:**

It is the one contained in Annex 18, whose content binds the CONCESSIONAIRE.

1. **Operation:**

It includes the management and provision of the Mandatory Services to be provided by the CONCESSIONAIRE in accordance with the provisions of the Contract.

1. **Availability Payment or PPD:**

It is the single maximum annual payment in Soles made by the GRANTOR to the CONCESSIONAIRE for the Investment, implementation of equipment and furniture and for the Operation and Maintenance of the COAR.

The PPD is settled and paid in due quarterly periods, in the months of March, June, September and December, after the Operating Period of the First COAR, until the expiration of the Contract, and is made through the Administration Trust, in accordance with the guidelines set forth in Annex 14 and; after the corresponding adjustments and Deductions, in accordance with the provisions of this Contract. The GRANTOR shall make such payments, plus IGV, if applicable.

1. **Party:**

For the purposes of the Concession Contract, it is, as the case may be, the GRANTOR or the CONSESSIONNAIRE.

1. **Parties:**

For the purposes of the Concession Contract, are, jointly, the GRANTOR and the CONCESSIONAIRE.

1. **Minimum Participation:**

This is the minimum shareholding, which at no time may be less than twenty-five percent (25%) of the CONCESSIONAIRE's subscribed and paid-in cash capital stock, which the Strategic Partner must own and maintain during the entire term of the Concession, pursuant to the terms and conditions set forth in the Concession Contract.

This participation shall necessarily have the right to speak and vote at the General Shareholders' Meeting of the CONCESSIONAIRE.

1. **Environmental Liabilities:**

Environmental liabilities are those facilities, effluents, emissions, contaminated sites and waste deposits located in the national territory, including the marine area, produced by the development of abandoned productive, extractive or service activities that actually, potentially or permanently affect people's health, environmental quality and/or the functionality of the ecosystem.

1. **Construction Period:**

This is the period from the date of execution of the Certificate of Commencement of Construction of a given COAR until the date of issuance of the Certificate of Commissioning.

During this period, the CONCESSIONAIRE shall carry out the works execution, the acquisition and implementation of equipment and furniture, and the Commissioning, complying with the requirements set forth in the Concession Contract.

1. **Operating Period:**

This is the period from the date of execution of the Certificate of Commencement of Operation of a given COAR until the date of Termination of the Concession Contract. During this period, the CONCESSIONAIRE shall provide the Mandatory Services, as established in the Concession Contract.

1. **Work Plan:**

It is the document by which the CONCESSIONAIRE shall describe how it shall develop its activities for the elaboration of the Definitive Engineering Study(s), as well as the schedule of partial progress and deliverables that shall be sent to the GRANTOR, with copy to the Supervisor, for informative purposes, within the framework of the provisions of this Contract. It shall include the BIM work scheme (BIM Execution Plan) specifying the scopes and limitations of the BIM Model along the project development, roles, communication, conventions for the elements of each specialty.

1. **BIM or BIM Execution Plan (BEP)**

It is a document that defines the guidelines and common work methods that will serve as a basis and work guide for the development of the Definitive Engineering Studies elaborated with the BIM methodology.

1. **Technical Proposal:**

It is the one contained in Annex 17, whose content binds the CONCESSIONAIRE.

1. **Project:**

In accordance with the provisions of the Concession Contract, it includes the following:

1. The design, financing and construction of the High-Performance Schools (COAR) in the Regions of Pasco, Huancavelica and Cusco, in accordance with the provisions of the Concession Contract and the Applicable Laws and Provisions.
2. The implementation of the furniture and equipment for each of the COAR, in accordance with the provisions of Annex 11 of the Concession Contract.
3. The provision of the Mandatory Services, in accordance with the provisions of Chapter VII and Annexes 12 and 13 of the Concession Contract. Likewise, the CONCESSIONAIRE shall guarantee and assume the cost of the internet, mobile and fixed telephony services, electric power supply, drinking water and sewage, fuel supply.
4. The reversion of the Concession Assets upon Termination (for any grounds) of this Contract.
5. The reversion of the Affected Assets to the Concession upon Termination of the Contract due to expiration of the term. In case of early Termination, the reversion is subject to the provisions of Chapter XV.
6. **Minimum Requirements for Design and Construction:**

These are the minimum technical requirements necessary to carry out the Works, as well as the minimum requirements for the implementation of the furniture and technological and sports equipment, which must be fulfilled by the CONCESSIONAIRE and which are set forth in Annex 11 of this Contract.

1. **ICE (Integrated Concurrent Engineering) Meeting**

These are coordination sessions that bring together the duly accredited staff of the CONCESSIONAIRE, Supervisor and GRANTOR to work together periodically for the elaboration of the works to be developed in the Definitive Engineering Studies.

1. **Critical Path**

It is the sequence of activities that determine the maximum construction period and that are indispensable for its completion. It is presented as part of the Schedule for Execution of Works and Equipment that is incorporated into the Definitive Engineering Study.

1. **Legal Physical Sanitation**

Includes all those actions that are carried out on the Concession Areas, in order to regularize and formalize the property rights and real rights to such real estate, resulting in the registration of the Concession lands or real estate in the corresponding registries, which are free of charges and encumbrances that could impede the execution of the Project.

1. **Educational Services:**

These are the educational services provided by MINEDU to students in the COARs, as established by the service model for students with outstanding abilities; in this sense, the GRANTOR is responsible for the following services.

1. **Mandatory Services:**

These are the complementary services to the educational management under the responsibility of the CONCESSIONAIRE, which will be implemented and provided by the CONCESSIONAIRE, being these the following:

1. Maintenance of Educational Infrastructure
2. Integral cleaning, solid waste management and pest control.
3. Laundry
4. Private surveillance and security
5. Food
6. Administration of Mandatory Services

Such services shall meet the Service Levels set forth in Annex 13 and shall be remunerated through the PPD.

1. **Strategic Partner:**

The shareholder or stakeholder of the CONCESSIONAIRE that accredited, directly or through its Related Companies, as the case may be, compliance with the technical capacity requirements set forth in the Declaration of Interest, and that holds the ownership of the Minimum Participation in the CONCESSIONAIRE.

1. **Sol or S/:**

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

1. **Supervisor:**

It is the company or consortium hired by the GRANTOR, whose cost is assumed by the CONCESSIONAIRE, and which will carry out the supervision tasks related to control and verify compliance with the contractual obligations and the Applicable Laws and Provisions in charge of the CONCESSIONAIRE, regarding the activities of preparation of the Definitive Engineering Studies, the execution of the Works, implementation of equipment and furniture, Commissioning, Operation of the Mandatory Services, compliance with the Service Levels, among other obligations established in the Concession Contract, as well as those established in the contract for the provision of supervision services.

1. **Termination of Contract or Termination:**

Consists of the termination of the Concession for the reasons set forth in the Concession Contract or in the Applicable Laws and Provisions.

1. **UIT (Tax Units):**

It is the Tax Unit in accordance with Rule XV of the Preliminary Title of the Single Ordered Text of the Tax Code, approved by Supreme Decree No. 133-2013-EF, or rule that replaces it. For the purposes of this Concession Contract, the value in force at the time the corresponding penalty or deduction is applied, as the case may be, shall be considered.

1. **Book Value of Assets**

Regardless of the value established for tax purposes or for any other purpose, for purposes of the Contract, the "book value of asset" is the book value of the Investment or of the financial asset reflecting the Investment expressed in Soles (according to audited Financial Statements), and to International Financial Reporting Standards (IFRS), without applying any restatement of such values from the time the Investment was executed for the commencement of Operations until the time of making the settlement calculation.

# ANNEX 2: AGREEMENTS DELEGATING AUTHORITY TO MINEDU

# ANNEX 3: CONCESSION AREAS

|  |  |
| --- | --- |
| **COAR PASCO** | |
| **Property Registration Number** | No. 11067792 of the Real Estate Registry of the Registry Office of La Merced – Registration Area No. VIII |
| **Property Owner** | District Municipality of Chontabamba |
| **Property Description** | Between Street No. 03 and Street No. 05 and by Boardwalk Churumazu Sector, in the district of Chontabamba, province of Oxapampa and region of Pasco. |
| **Area and Perimeter Measurements** | 31,406.37 m2 (area in the process of sanitation, transformation or rectification).  The following limits are described, which added together generate a perimeter of 844.64 ml:   * North: by Boardwalk, with 100 ml. * East: With Street No. 05, with 202.44 ml and 162.53 ml. * South: With the land of the Municipal Premises of Chontabamba, with 97.93 ml. * West: With street No. 03, with 169.91 and 111.83 linear meters. |
| **Charges and encumbrances** | In the entry D00001 of the Liens and Encumbrances item, there is a transfer in use in favor of the Ministry of Education (MINEDU) |
| **Physical and Legal Sanitation Actions** | The property corresponds to the area in the process of sanitation (independence or rectification) that will be processed at the Registry Office of La Merced.  This remaining area may be reduced by up to 1,093.49 m2 due to the existence of a fence of fine material, whose definition will be made for the signing of the Certificate of Initial Delivery of the Concession Areas. |
| **Considerations for the Design of the Definitive Engineering Study** | Marginal strip of the Chontabamba River with Administrative Resolution No. 546-2014-ANA-ALA.PERENE of 11.11.2014, which establishes a variable width of 30.00 - 31.15 m; or the one in force to date. |

|  |  |
| --- | --- |
| **COAR CUSCO** | |
| **Property Registration Number** | No. 11238672 of the Registry of Real Property - Registry Office of Cusco. |
| **Property Owner** | Regional Government of Cusco |
| **Property Description** | COAR Cusco Educational Institution, in the Polygon A property, in the district of Oropesa, province of Quispicanchi and department of Cusco. |
| **Area and Perimeter Measurements** | 21678.43 m2  Its perimeter is 665.52 ml and its boundaries are as follows:   * North: along road (by Chiñicara Alta) and polygon B, broken line of 05 sections: 7.52, 2.53, 10.71, 18.46 and 38.46 ml. * South: With polygon B and polygon C, broken line of 05 sections: 44.71, 18.00, 42.01, 30.08 and 23.20 ml. * East: along road (by Chiñicara Alta) and polygon B, broken line of 09 sections; 24.63, 12.44, 24.34, 43.40, 33.64, 25.77, 28.18, 7.13 and 58.76 ml. * West: With polygon C, broken line of 03 sections: 50.21, 87.89 and 35.43 ml. |
| **Charges and encumbrances** | In the Entry D00002 of the Charges and Encumbrances item, there is a registered Affectation in Use in favor of the Ministry of Education - MINEDU. |
| **Physical and Legal Sanitation Actions** | It is sanitized |
| **Considerations for Design of the Definitive Engineering Study** | **Electrical easements:**  For 10 - 15 KV networks, consider an easement strip width of 6m, according to the National Electricity Code.  **Queymopata Creek marginal strip (in process):**  Queymopata Creek is a dry creek that is inactive and adjoins the western perimeter boundary of COAR Cusco's land.  On 11.06.2020 PROINVERSIÓN requested to the Local Water Utilities Administration of Cusco (ALA Cusco) the delimitation of the marginal strip of the Huanumpampa/ Quellmopata Creek, which is in process. |

|  |  |
| --- | --- |
| **COAR HUANCAVELICA** | |
| **Property Registration Number** | The property is part of the larger property registered in item No. 11019809 of the Registry of Real Property - Huancavelica Registry Office. |
| **Property Owner** | Regional Agrarian Directorate of the Regional Government of Huancavelica - Callqui Agrarian Experimental Station (in the process of Legal Physical Sanitation for the Affectation in Use in favor of MINEDU). |
| **Property Description** | Located on the Huancavelica - Acobambilla S/N Highway in the Callqui Grande area, in the District of Ascensión, Province of Huancavelica, Huancavelica Region. |
| **Area and Perimeter Measurements** | 36,000 m2  The perimeter is 785.13 ml, with the following limits:   * North: Limits with the Callqui Agricultural Experimental Station, property of the Huancavelica Regional Agricultural Directorate, with 166.76 ml. * East: Limits with the Callqui Agricultural Experimental Station, property of the Huancavelica Regional Agricultural Directorate with 208.60 and with the Data Center (Data Center), property of the Ministry of Health with 34.37 ml, for a total of 242.97 ml. * South: Limits with Huancavelica - Moya Highway, broken line of 02 sections: 154.00 and 17.28 ml, totaling 171.28 ml. * West: Limits with High-Performance School Lot 2, property of the Ministry of Education with 204.13 ml. |
| **Charges and encumbrances** | No charges or encumbrances are registered. |
| **Physical and Legal Sanitation Actions** | The Regional Government of Huancavelica has initiated the process of rectification of area and registration of transformation (of the area specified in this Annex) before SUNARP on October 19, 2020, by means of Title No. 1814653-2020. |
| **Considerations of the Design of Definitive Engineering Study** | **Marginal strip of the Ichu river** Directorial Resolution No. 376-2018-ANA-AAA C MANTARO, with marginal strip with an average width of 4.00 - 6.00 m, or the one in force to date.  **Electrical easements** of primary distribution networks granted by Ministerial Resolution No. 2014-2011-MEN/DM of the Ministry of Energy and Mines, for a nominal voltage of the networks of 20 - 36 KV, an easement strip width of 11 m must be considered, according to the National Electricity Code.    **Departmental road right-of-way Huancavelica - Acobambilla (HV-111)** under the DG-2018-MTC:   * + - 1. The width of the right-of-way is 16.00 m., i.e. 8.00 m. on each side of the track axis.       2. The strip of restricted property is 5.00 m. on each side, the same that will be approved by means of a resolution by the competent authority, resolution where its delimitation is approved.   **Withdrawals recommended by risk assessment studies during EDI** |

# ANNEX 4: MODEL OF CERTIFICATE OF INITIAL DELIVERY OF THE CONCESSION AREAS

The Initial delivery of the Concession Area is hereby stated in the City of .......................the MINISTRY OF EDUCATION (hereinafter, the GRANTOR) validly represented by Mr. ............. with National Identity Card No. ......................, ........................... (hereinafter, the CONCESSIONAIRE) validly represented by Mr. ............. with National Identity Card No. ...................... and PROINVERSIÓN validly represented by Mr. ............. with National Identity Card No. ......................; to carry out before a notary public the delivery of the area that will be used to develop the COAR Project, as follows:

Location of area to be delivered:

Area to be delivered:

Perimeter:

Adjacents:

A:

B:

C:

D:

E:

The Concession Area is delivered with the characteristic of Availability, taking into account the definition indicated in the Concession Contract. For further details and documentation, regarding the Concession Area, the GRANTOR's Initial Inventory is attached hereto.

The e-mail ............................... and the cell phone number .................. to which the CONCESSIONAIRE will communicate any emergency regarding the Concession Area are detailed in this document. The e-mail address and the cell phone number may be modified upon electronic notice from the GRANTOR to the CONCESSIONAIRE.

This certificate shall take effect on the Closing Date, the date on which the Concession Contract is executed between the GRANTOR and CONCESSIONAIRE as indicated above.

This certificate is signed by:

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GRANTOR CONCESSIONAIRE

Represented by: Represented by:

NATIONAL IDENTITY CARD NO.: NATIONAL IDENTITY CARD NO.:

# ANNEX 5: MODEL OF CERTIFICATE OF FINAL DELIVERY OF THE CONCESSION AREAS

The Final delivery of the Concession Area is hereby stated in the City of .......................the MINISTRY OF EDUCATION (hereinafter, the GRANTOR) validly represented by Mr. ............. with National Identity Card No. ......................, ........................... (hereinafter, the CONCESSIONAIRE) validly represented by Mr. ............. with National Identity Card No. .......................; to carry out before a notary public the delivery of the area that will be used to develop the COAR Project, as follows:

Location of area to be delivered:

Area to be delivered:

Perimeter:

Adjacents:

A:

B:

C:

D:

E:

The Concession Area has the respective Legal Physical Sanitation as indicated in the Concession Contract. For further details and documentation regarding the Concession Area sanitized, please find attached the document(s) proving the Legal Physical Sanitation.

The e-mail address ............................... and the cell phone number .................. to which the CONCESSIONAIRE shall communicate any emergency with respect to the Concession Area are detailed in this document. The e-mail address and the cell phone number may be modified prior electronic notice from the GRANTOR to the CONCESSIONAIRE.

This certificate is signed by:

------------------------------------------------ ----------------------------------------------

GRANTOR CONCESSIONAIRE

Represented by: Represented by:

NATIONAL IDENTITY CARD NO.: NATIONAL IDENTITY CARD NO.:

# ANNEX 6: FINANCIAL INSTITUTIONS AUTHORIZED TO ISSUE THE PERFORMANCE BONDS

**Banking Companies**

These are those companies so defined in accordance with Law No. 26702, General Law of the Financial and Insurance System and Organic Law of the Superintendency of Banking, Insurance and AFP (SBS) and that have a minimum local rating of CP-1, category 1, CLA-1 or EQL-1 for short-term obligations; A for financial strength; and AA for long-term obligations in accordance with current regulations. Such ratings must i) be granted by at least two (2) risk rating agencies recognized and authorized in Peru and ii) be in force at the time of submission of the Contract Performance Bond.

**Insurance Companies**

Those companies so defined in accordance with Law No. 26702, General Law of the Financial and Insurance System and Organic Law of the Superintendency of Banking, Insurance and Pension Fund Administrators (SBS) and that at the date of submission of the Contract Performance Bonds, have a minimum rating of A, in terms of financial strength issued by at least two (2) risk rating agencies authorized by the Superintendency of the Securities Market (SBS).

**First Category Foreign Banks**

First category foreign banks included in the list approved by the Central Reserve Bank of Peru through Official Letter No. 0023-2020-BCRP or the rule that modifies or replaces it will be taken into account.

**International Financial Institutions**

* Any international financial institution, which has a risk rating no lower than the rating of the Peruvian sovereign debt corresponding to foreign currency and long term, assigned by one of the international risk rating agencies that rate the State of the Republic of Peru.
* Any multilateral lending institution of which the State of the Republic of Peru is a member.

It should be noted that guarantees from First Category Foreign Banks and International Financial Institutions must be confirmed by one of the Banking Companies indicated in this Annex.

# ANNEX 7: MODEL OF PERFORMANCE BOND FOR WORKS AND EQUIPMENT

Lima, …………….., 20....

Sirs

**MINISTRY OF EDUCATION**

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

Expiration: ......................

Concession Contract for the "Design, Financing, Construction and Implementation of Educational Infrastructure and Operation of Mandatory Services for High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco".

Dear Sirs:

We hereby and at the request of our clients, Sirs. ......................... (name of the legal entity) (hereinafter "the CONCESSIONAIRE") constitute this joint and several, irrevocable, unconditional and automatic performance bond, without benefit of excussion or division, up to the amount of S/ 22'772,092. 90 (Twenty Two Million Seven Hundred Seventy Two Thousand and Seventy Two Thousand and Ninety Two and 90/100 Soles) in favor of the Ministry of Education to guarantee the correct and timely compliance with each and every one of the obligations of the CONCESSIONAIRE arising from the execution of the Concession Contract for the "Design, Financing, Construction and Implementation of Educational Infrastructure and Operation of Mandatory Services for High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco" (hereinafter "The Contract") from the Closing Date until the completion of the Construction Period.

In order to honor this bond in its favor, it shall be sufficient to request through a notary public of the Ministry of Education, which must be signed by ..........................., or a person duly authorized by this body, indicating that our clients .................(name of the CONCESSIONAIRE) have not complied with the obligations that are guaranteed by this document.

Any delay on our part in honoring the aforementioned bond shall accrue interest at the maximum LIBOR rate, plus a spread of 3% per annum. LIBOR is the six (6) month London Interbank Offered Rate as reported by Reuters at the London closing time on the date the notarized demand for payment was received. Interest shall accrue from the date on which performance has been demanded until the effective date of payment.

This bond shall also guarantee the correct and timely compliance with the obligations of the CONCESSIONAIRE under the provisions contained in Legislative Decree No. 1362, its Regulations approved by Supreme Decree No. 240-2018-EF and the Applicable Laws and Provisions that modify or replace them.

Our obligations under this bond shall not be affected by any Dispute between the Ministry of Education or any State entity of the Republic of Peru and our clients.

This bond will be in force from .................... 20...., to ............ 20....., inclusive.

Sincerely

Signature .............................

Name ............................

Bank ……………………….

# ANNEX 8: MODEL OF PERFORMANCE BOND FOR THE OPERATION

Lima, ………………, 20....

Sirs

**MINISTRY OF EDUCATION**

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

Expiration: ......................

Concession Contract for the "Design, Financing, Construction and Implementation of Educational Infrastructure and Operation of Mandatory Services for High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco".

Dear Sirs:

We hereby and at the request of our clients, Sirs. ......................... (name of the legal entity) (hereinafter "the CONCESSIONAIRE") constitute this joint and several, irrevocable, unconditional and automatic performance bond, without benefit of excussion, nor division, up to the amount of .................... (............... .............y 00/100 Soles) in favor of the Ministry of Education to guarantee the correct and timely compliance with each and every one of the obligations of the CONCESSIONAIRE derived from the execution of the Concession Contract for the "Design, Financing, Construction and Implementation of Educational Infrastructure and Operation of Mandatory Services for the High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco" (hereinafter "The Contract") during the Operating Period.

In order to honor this bond in its favor, it shall be sufficient to request a notarized request from the Ministry of Education, which must be signed by ................................., or a person duly authorized by this body, stating that our clients .................(name of the CONCESSIONAIRE) have not complied with the obligations that are guaranteed by this document.

Any delay on our part in honoring the aforementioned bond shall accrue interest at the maximum LIBOR rate, plus a spread of 3% per annum. LIBOR is the six (6) month London Interbank Offered Rate as reported by Reuters at the London closing time on the date the notarized demand for payment was received. Interest shall accrue from the date on which performance has been demanded until the effective date of payment.

This bond shall also guarantee the correct and timely compliance with the obligations of the CONCESSIONAIRE under the provisions contained in Legislative Decree No. 1362, its Regulations approved by Supreme Decree No. 240-2018-EF and the Applicable Laws and Provisions that modify or replace them.

Our obligations under this bond shall not be affected by any Dispute between the Ministry of Education or any State entity of the Republic of Peru and our clients.

This bond will be in force from .................... 20...., to ............ 20....., inclusive.

Sincerely,

Signature .............................

Name ............................

Bank ……………………….

## APPENDIX 9: FINANCIAL CLOSING

## APPENDIX 1: MODEL OF AFFIDAVIT FOR QUALIFICATION OF PERMITTED CREDITOR

Lima \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Sirs

Private Investment Promotion Agency – Proinversión

Reference: Concession Contract for the "Design, Financing, Construction and Implementation of Educational Infrastructure and Operation of Mandatory Services for High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco”

We hereby [*Name of Financial Institution or Financing Entity*] declare as follows:

1. That the company [*CONCESSIONAIRE*] has requested to be granted a credit facility through [*type of credit and/or financing*]/ to structure an operation of [*describe type of structured financing operation*] in order to credit the Financial Closing of the Concession Contract for the "Design, financing, construction and implementation of Educational Infrastructure and Operation of Mandatory Services for the High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco”[[3]](#footnote-3), Contract signed between [*CONCESSIONAIRE*] and the GRANTOR on \_\_ of\_\_\_, 202.....
2. That, likewise, in order to proceed with the credit evaluation, the company [*CONCESSIONAIRE*] has submitted all the documentation required by our entity, in order to constitute us as Permitted Creditor, as defined in Annex 1 of the Contract.
3. That, after performing the evaluation and due diligence procedures required by our entity, in order to have the status of Permitted Creditor, we have approved [*CONCESSIONAIRE*] the credit / financing in accordance with the following conditions:

|  |  |  |
| --- | --- | --- |
| 1 | Amount of credit/issue: | USD or Soles |
| 2 | The applicable interest rate: | \_\_\_\_% |
| 3 | List of guarantees to be granted by [*CONCESSIONAIRE]*[[4]](#footnote-4): | * \_\_\_\_ * \_\_\_\_ |
| 4 | Grace period and credit amortization period/payment term: | \_\_\_\_\_\_\_ (\_\_)years/months |
| 6 | Credit amortization schedule [*In case of credit contracts*]. | Attached as Annex 3 |
| 7 | Conditions and terms of the financing documents for the first disbursement [*In case of credit Contracts*] and drawdown period. |  |
| 8 | Covenants |  |
| 9 | Applicable Law |  |

1. *[In the case of credit Contracts]* In addition, it is hereby declared that to the best of our knowledge the credit Contracts (i) do not contravene the Contract and provide that, in the event of any discrepancy between the credit Contracts, or any other Contract ancillary thereto, and the Contract, the provisions of the Contract shall prevail, (ii) do not modify the risk matrix of the Contract, and (iii) provide that the obligations of [*CONCESSIONAIRE*] under the financing Contracts and the guarantees granted by [*CONCESSIONAIRE*] do not exceed the possible guarantees to be granted in accordance with the Contract and the legislation in force, and that any Contract to the contrary shall not be enforceable against the GRANTOR.
2. [*In case of issuances in the capital market*] It is also declared that to the best of our understanding the indenture Contract (i) does not contravene the Contract and establishes that, in case of discrepancy between the *indenture* and the Contract[[5]](#footnote-5), the provisions of the Contract, or of any other Contract ancillary thereto, shall prevail, (ii) does not modify the risk matrix of the Contract, and (iii) the obligations of [Name of *CONCESSIONAIRE*] in the indenture and the guarantees granted by [*CONCESSIONAIRE*] do not exceed the possible guarantees to be granted in accordance with the Contract and the legislation in force, and that any Contract to the contrary shall not be enforceable against the GRANTOR.
3. Finally, considering the scope of the financing operation, it is hereby declared that we comply with the requirements set forth in subparagraphs [*a) or b*)] of paragraph 1 of Annex 1 of the Contract, and that we are not involved in any case of the incompatibilities Regime set forth in subparagraph c) of the aforementioned paragraph.

Sincerely,

Signature: ......................

Name: ..................

*[In case of credit Contracts]* Representative of the Financier

Entity: ....................

*[In case of capital market issuance]* Representative of the bondholders

Entity: ………………..

## APPENDIX 9: FINANCIAL CLOSING

## APPENDIX 2: DOCUMENTATION FOR THE ACCREDITATION OF FINANCIAL CLOSING

Lima, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

Sirs

Private Investment Promotion Agency - Proinversión

Reference: Request for Conformity to the Financial Closing of the Concession Contract for the "Design, Financing, Construction and Implementation of Educational Infrastructure and Operation of Mandatory Services for High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco”

In accordance with the provisions of Clause 8.11 and subsequent of the Concession Contract for the "Design, financing, construction and implementation of Educational Infrastructure and Operation of Mandatory Services for High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco", we attach as an annex the list of the documentation necessary to accredit the Financial Closing, as well as the corresponding supporting documents.

Sincerely,

--------------------------------------------------------------------

Signature of the CONCESSIONAIRE'S LEGAL REPRESENTATIVE

[Name of CONCESSIONAIRE]

**Annex - Documents for the accreditation of the Financial Closing**

*[As part of this annex, the CONCESSIONAIRE shall submit to the GRANTOR only and exclusively legalized copies of the signed versions of the following documents:*

1. *Credit Contracts and/or indenture Contract, as applicable;*
2. *Mortgage Contract on the right of Concession of the Project; and*
3. *Mortgage guarantee Contract on the Investor's shares.*

*The copy of the contracts may be submitted in Spanish or English, with no translation required in the latter case. If the documentation is submitted in a language other than those indicated, it must be accompanied by an unofficial translation into Spanish].*

## APPENDIX 9: FINANCIAL CLOSING

## APPENDIX 3: MINIMUM CONTENT OF THE CONCESSIONAIRE'S AFFIDAVIT

1. The CONCESSIONAIRE shall submit an affidavit stating the following in relation to the credit Contracts:
2. parties to credit Contracts;
3. the value of the credit;
4. the interest rate applicable to the credit;
5. list of the guarantees to be granted by the CONCESSIONAIRE within the framework of the credit Contracts;
6. the amortization schedule of the credit;
7. conditions and terms of the financing documents for the first disbursement and drawdown period.

Since the risk of managing and obtaining financing is under the responsibility of the CONCESSIONAIRE, it shall be understood that the minimum requirement has been met if the affidavit of the CONCESSIONAIRE contains all the information previously listed and in accordance with the provisions of Clause 8.11 and subsequent of the Concession Contract.

1. In the case of issues in the capital market, the CONCESSIONAIRE shall only have to provide a sworn statement indicating:
2. the value of the issue;
3. the applicable interest rate;
4. list of the guarantees to be granted by the CONCESSIONAIRE;
5. the term for payment;
6. an express statement to the effect that the *indenture Contract* (i) does not contravene the Concession Contract and establishes that, in case of discrepancy between such Contract and the Concession Contract, the provisions of the Concession Contract shall prevail, (ii) does not modify the risk matrix of the Concession Contract, and (iii) establishes that the rights provided in favor of the CONCESSIONAIRE in the indenture and the guarantees do not exceed those granted by the Concession Contract and that any Contract to the contrary shall not be enforceable against the GRANTOR.

Since the risk of managing and obtaining financing is under the responsibility of the CONCESSIONAIRE, it shall be understood that the minimum requirement has been met if the affidavit of the CONCESSIONAIRE contains all the information previously listed and in accordance with the provisions of Clause 8.11 and subsequent of the Concession Contract.

## ANNEX 10: MINIMUM SPECIFICATIONS FOR THE PREPARATION OF THE DEFINITIVE ENGINEERING STUDY

## APPENDIX 1: SPECIFICATIONS FOR THE PREPARATION OF THE DEFINITIVE ENGINEERING STUDY

1. **PURPOSE**

The purpose of the following document is to define the minimum requirements for the preparation of the Definitive Engineering Study (hereinafter EDI), as well as the documents that comprise it.

1. **REGULATIONS**

The execution of the Definitive Engineering Study shall be carried out in accordance with the Applicable Laws and Provisions, considering the respective Technical Standards, as well as their modifications and updates in force. In case of contradiction or ambiguity between the national standard and the international standard, the national standard takes precedence. The following list is not exhaustive, and the CONCESSIONAIRE shall be responsible for considering all applicable regulations for compliance with its obligations:

* 1. **NATIONAL LEGAL BASIS**

**BASICS**

* National Building Regulations (RNE) approved by Supreme Decree No. 011-2006 - VIVIENDA and its amendments.
* Technical Standard of General Design Criteria for Educational Infrastructure, approved by General Secretariat Resolution No. 239-2018-MINEDU.
* Technical Standard Design Criteria for High-Performance Schools - COAR, approved by Vice-Ministerial Resolution No. 050-2019-MINEDU.
* Guide of technological resources for High-Performance Schools.
* Guide of furniture of the educational service model for the attention of high-performance students: guidelines and technical specifications.

**GENERAL**

* Law No. 28611, General Environmental Law.
* Law No. 29664, Law that creates the National Disaster Risk Management System (SINAGERD) and its Regulations.
* Law No. 29090, Law on Urban Allotments and Buildings and its Regulations.
* Legislative Decree No. 1362, which regulates the Promotion of Private Investment through Public Private Partnerships and Projects in Assets and its Regulations.
* Supreme Decree No. 034 - 2014 - PCM, National Plan for Disaster Risk Management - PLANAGERD 2014 - 2021.
* Supreme Decree No. 111 - 2012 - PCM, National Policy on Disaster Risk Management.
* Supreme Decree No. 021-2009-VIVIENDA, Maximum Allowable Values of Non-Domestic Waste Discharges.
* Technical Code of Sustainable Construction (Ministry of Housing, Construction and Sanitation).
* Directorial Resolution No. 073 -010/VIVIENDA/VMCS-DNC, Technical Standard of metrics.
* Chief Resolution No. 057-2016/IGN/UCNNN, Technical Specifications for Vertical Geodetic Surveys.

**SPECIFIC**

**Security System**

* Peruvian Technical Standard NTP-ISO/IEC 17799:2007, Code of good practices for information security management.
* Peruvian Technical Standard NTP-ISO/IEC 27001:2008, Security Techniques. Information security management systems.
* NFPA 72: National Fire Alarm Code.
* NFPA101: Life Safety Code.
* Others on Signage:
* Rule A.130 RNE Safety Requirements.
* Rule NTP 399.010-1 - Safety Signs.
* COAR Graphic Identity Manual.
* Incorporate signage taking into account international standards or experiences for the education sector.

**Mechanical Installations**

* Hydrocarbons Organic Law and Regulations Law No. 26221 (Ministry of Energy and Mines).
* Safety Regulations for Hydrocarbon Storage approved by Supreme Decree No. 052-93-EM.
* Regulations for Environmental Protection in Hydrocarbon Activities approved by Supreme Decree No. 015-2006-EM.
* Law on Efficient Use of Energy for Public Sector Entities approved by Supreme Decree No. 034-2008-EM.
* Rule EM.030 Ventilation Installations of the RNE.
* Rule EM.040 Gas Installations of the RNE.
* Rule EM.050 Air Conditioning Installations of the RNE.
* Peruvian Technical Standards for natural gas installations: NTP 111.011 (Piping system for internal, residential and commercial installations).
* Peruvian Technical Standards for natural gas installations: NTP 111.010 (Piping system for industrial installations).

**Telecommunications**

* Law that prohibits access by minors to web pages with pornographic content approved by Law No. 29139, and its Regulation approved by Supreme Decree No. 025-2010-ED.
* Standard EM.020 Communications Installations of the RNE.
* Peruvian Technical Standard NTP-ISO/IEC 17799:2007, Code of good practices for information security management.
* Peruvian Technical Standard NTP-ISO/IEC 27001:2014, Security Techniques. Information security management systems.

Others for structured cabling:

* Non-flame propagating conductors, free of halogens and corrosive acids, approved by Ministerial Resolution No. 175-2008 MEM/DM, dated April 11, 2008.
* National Electricity Code approved by Ministerial Resolution No. 214-2011-MEM-DM.
* IEC 60364 Standard, on grounding schemes (ECT).
* The prescriptions of the IEEE STD 142 - 1991 Single Earth Standard
* ANSI/TIA - 942
* ANSI/TIA/EIA - 568B
* EIA/TIA 568B.1
* EIA/TIA 568B.2
* EIA/TIA 568B.3
* ANSI/TIA/EIA - 569-B
* ANSI/TIA/EIA-606A: Telecommunications Infrastructure Management in Commercial Buildings Standard
* J-STD-607 A: Requirement for telecommunications grounding system installations and commercial buildings.
* NFPA 75
* NFPA 2001
* NFPA 72
* NFPA 70, article 250
* NFPA 101 Standard: Human Safety Code.

**Electric**

* Ministerial Resolution No. 214-2011-MEM/DM, National Electricity Code.
* Rule EM.110 Thermal and Lighting Comfort with Energy Efficiency of the RNE.
* Rule EM.080 Single Energy Installations of the RNE.
* Rule EM.010. Indoor Electrical Installations of the RNE.
* NTP 370.101-2 Energy efficiency labeling for compact, Official Letter, linear and similar fluorescent lamps for domestic use.

**Hydrosanitary**

* Technical Standard IS.O1O. Sanitary Installations for RNE buildings.
* Sanitary Directive NO. 033 - MINSA/DIGESA - V.01.
* Regulation of Water Quality for Human Consumption approved by Supreme Decree No. 031-2010-SA.

**Pool**

* Sanitary Regulations for Swimming Pools, approved by D.S. NO. 007-2003-SA.

**Furniture**

* Peruvian Technical Standard on School Furniture and Technical Furniture Guidelines of the educational service model for the attention of high performance students; and, high performance ICT resources guide.

**Accessibility**

* NT A.120. Universal accessibility in buildings.
* Rule NTP 873.001 - 2018, Signage for universal accessibility in buildings. Braille signage, tactile or podotactile floor and haptic plans.
* Among others that guarantee universal accessibility to the school premises of the COAR.
  1. **INTERNATIONAL STANDARD REFERENCES**
* Rule, U. N. E. (2011). 12.464-1. European standards on indoor lighting. ASHRAE, A. (2004). Standard 55-2004, Thermal Environmental Conditions for Human occupancy, Atlanta: American Society of Heating, Refrigerating, and Air-conditioning Engineers. Inc., USA.
* Royal Decree 1826/2009, of November 27th, amending the Regulation of thermal installations in buildings, approved by Royal Decree 1027/2007, of 20 July (Spain).
* NFPA Standards (National Fire Protection Association).

Considerations:

And all those regulations that modify or repeal the aforementioned regulations.

1. **GENERALITIES**

The Definitive Engineering Study (hereinafter EDI) will be developed in compliance with the Applicable Laws and Provisions and in accordance with the provisions of Annex 11 of the Concession Contract.

The conception of the building must consider and foresee architectural, structural, functional, basic services and other conditions that allow the best response to the needs of the school population in the area.

An EDI will be prepared for each COAR in the regions of Cusco, Huancavelica and Pasco.

All documents to be prepared must be easy to understand and sufficiently clear and precise to avoid interpretation errors during the construction process.

1. **EDI COORDINATION**

The CONCESSIONAIRE shall appoint the EDI project manager as the person in charge of coordination on the part of the EDI drafting team on the part of the CONCESSIONAIRE. The GRANTOR shall appoint the EDI supervision manager as the person in charge of coordination on the part of the GRANTOR.

In order to guarantee the quality of the EDI, during its development, the project manager shall ensure that the drawings of the different specialties are compatible with each other, with all the details required on site. For this reason, each time the deliverable is submitted to the site supervisor, the EDI must be signed by the participating specialists according to their specialty and the project manager.

During the EDI preparation process, ICE (Integrated Concurrent Engineering) meetings should be held every two weeks to review the progress of the project; each ICE meeting should be documented with minutes. The ICE meetings shall be attended by accredited professionals from the CONCESSIONAIRE, the Supervisor and the GRANTOR.

1. **BIM MODEL**

The project shall be developed under a Building Information Modeling (hereinafter BIM) work scheme, the specification of the scope and limitations of the BIM Model throughout the development of the project, roles, communication, conventions for the elements of each specialty shall be presented as part of the BIM Execution Plan.

The GRANTOR shall provide to the CONCESSIONAIRE at the signing of the Contract the BIM minimum contents for the BIM methodology.

The BIM framework shall be the working format for all project members: GRANTOR, CONCESSIONAIREE and Supervisor.

1. **PREPARATION AND CONTENT OF THE DEFINITIVE ENGINEERING STUDY** 
   1. **STEP I: PREVIOUS WORK and FIELD RECOGNITION**

At this step, the CONCESSIONAIRE shall fully evaluate the conditions of the land to be taken into account for the preparation of the study and the execution of the Works.

The CONCESSIONAIRE shall prepare new Basic Studies after evaluating the conditions of the land:

* Topographical survey of the land and its surroundings, according to Appendix 2 of this Annex.
* Soil Mechanics Study, according to Appendix 3 of this Annex.
* Vulnerability and risk analysis report, according to the Manual for the Evaluation of Risks Originated by Natural Phenomena - 2nd Version. National Center for Estimation, Prevention and Reduction of Disaster Risk - CENEPRED. Lima: CENEPRED - Process Management Directorate, 2014. 245 p.; illus. tab.
  1. **STEP II: PRELIMINARY PROJECT**

**Preliminary Architectural Design**

With the results of this visit and the Basic Studies that the CONCESSIONAIRE must carry out, it shall prepare the preliminary architectural project based on the environments detailed in Annex 11 and the applicable regulations in force in the sector.

The conception of the buildings and exterior spaces must consider and foresee: adequate bioclimatic conditions, the urban context, structural and functional relevance, characteristics of access to basic services and others that allow the best solution for the habitability of the projected buildings. All proposed systems must be feasible to build, show technological validity and be sustainable over time.

The volumetric relationships, height of the buildings, elevations and facades, functional relationship, circulation and user flows, materiality, particular internal and external security, among others, must be evaluated and proposed by the CONCESSIONAIRE.

The site proposal, spatial and architectural proposal, as well as the materiality proposal, must correspond to the bioclimatic zone in which the land is located. Likewise, the passive architectural design must be considered in order to achieve the comfort standards inside the spaces.

The preliminary architectural design will contain the general geometric pre-dimensioning of the structure, and the geometry of the structural elements (plates, columns, grounds, stairs, etc.) must be represented on the basis of the pre-dimensioning proposed.

The preliminary architectural design shall be developed in Mod BIM - AR LOD 200.

It will contain the following documents

* General Descriptive Memory of the Preliminary architectural project.
* Table of areas of the preliminary project.
* Preliminary Project Drawings.
* Localization and Location Map according to the current standard in scale 1:500, 1:10,000, as appropriate. (paragraph 64.2 of the Regulation of Law NO. 27157).
* General Distribution Plan (all floors) at a scale of 1:100, as appropriate, all rooms must indicate their respective areas.
* Cuts and Elevations at 1:100 scale (minimum 02 longitudinal cuts and 02 transversal cuts and the corresponding elevations).
* Plan with verification of measurements (overlapping of plans) between the registered perimeter and the topographic perimeter of the property, including UTM coordinates and orientation, duly commented on whether or not there are discrepancies between perimetric measurements or boundaries.

**Preliminary Structural Design**

The preliminary structural design must determine the preliminary design of all the structural elements that comprise the new works, both for the modules and for the exterior works (perimeter fences, retaining walls, entrance gates, cistern, etc.). It should use as main information the basic studies of the terrain such as: Soil Mechanics Study and Topographic Survey; and it should define the most suitable foundation alternative to be used, determining the foundation depths, dimensions, materiality, etc.

Based on the results obtained in the Structural Evaluation step, safety items, shoring of adjacent foundations, if applicable, underpinning of the work areas, necessary recommendations indicating the construction process to be followed to guarantee the stability of the structures will be considered.

The preliminary structural design shall be developed in Mod BIM - AR LOD 200.

It will contain the following documents

General Descriptive Memory of the preliminary structural design.

General Distribution Plan (all floors and roof plan) at 1:100 scale.

Cuts and Elevations at 1:100 scale (minimum 02 cuts per block and all the facades of each block).

* 1. **STEP III: DEFINITIVE ENGINEERING STUDY**

The CONCESSIONAIRE shall develop the different specialties that make up the EDI for construction purposes.

It includes the submission of the development of the integral project of the specialties of Architecture, Structures, Sanitary Installations, Communications, Electrical and/or Mechanical Installations, duly compatible among them, including work drawings, descriptive memories, calculation memories.

The project will be developed in Mod BIM - AR LOD 350.

It will consist of the following specialties:

* + 1. **ARCHITECTURE SPECIALTY**

It includes the definition at the construction level of the approved preliminary project and the regulations in force. It includes all the necessary documents for its definition and construction.

Description of the project and areas, technical specifications, plans, work finishes, compatibility of specialties.

A thermal analysis of the envelope of each building and the calculation of transmittances of the corresponding construction elements will be developed.

A solar analysis will be developed with the insolation, shadow generation and sunlight incidence of each building.

It will contain the following:

* Descriptive memory
* Table of areas.
* Thermal analysis of buildings.
* Solar insolation analysis.
* Technical Specifications
* BIM modeling.
* Plans
* Localization and Location Map according to current standards at a scale of 1:500, 1:10,000, as applicable.
* General Distribution Plan at a scale of 1:100, indicating the beginning of the layout, BM, elevations, levels, reference planes, it must contain axes, level elevations, orientation, cuts and elevations, specification of construction details (minimum 02 longitudinal cuts and 02 transversal cuts and the corresponding elevations).
* Axes and Terraces Plan at a scale of 1:100, indicating the beginning of the layout, the BM and the axes of plates and/or columns, retaining walls, piques, land fill, axes and elevations, etc.
* Plan of exterior works (patios, sidewalks, sports grounds, etc.) at a scale of 1:100, indicating name, level, finishes, coverings, furniture, vegetation, specification of construction details, etc. The vegetation proposal must consider the scarcity of water in the area.
* Module development plans: Corresponds to development plans and details of construction plans (Scale 1:50, 1:20, etc.) of all modules, which must contain the name of the rooms, axes, dimensions, levels, walls, ceilings, openings, finishes, legend on the floor plans, cuts and elevations and table of roofed areas of the module, differentiated by floors.
* Construction detail plans (Scale 1/25, 1/20, 1/10, etc.), must contain at least the construction details of doors, windows, floors, ceilings and coverings, finishings, bathrooms, dressing rooms, stairs, ramps, ceilings, fixed furniture, exterior elements (planters, benches, sardinels, walls, etc.), rain drainage elements, etc. ), rainwater drainage elements (gutters, uprights, gutters, etc.) and all details that allow understanding the characteristics of the construction elements that will be considered in the project.
* Bioclimatic and lighting study.
* The BIM model must contain the energy and natural and artificial light analysis through the configuration of a Green Building Studio and/or Insight template (specific to the Revit Autodesk or similar work environment), obtaining the following results:
* Solar Analysis: graphic template of sunlight - detail of shadow generation and incidence of sunlight / radiation per room (by average hours, assigning location, latitude and longitude).
* Thermal analysis of the building: graphic template thermal density (per room) + table of values by type of material proposed in each room.
* Artificial light analysis: graphic template with ranges of influence, distribution and energy consumption (at this point you can perform the collaborative intervention with the DIALUX program, which is free of charge) + technical tables of energy consumption and light influence per room.
  + 1. **DISASTER SAFETY AND EVACUATION SPECIALTY**

It includes the design of evacuation routes, capacity calculation, signage and safety elements indicating the location of furniture, equipment, etc.

Signage, evacuation plan (indicating the location of furniture and equipment) and safety plan of the architectural project, according to the safety standards established by INDECI, indicating the calculation of maximum evacuation demand and others. The evacuation and safety plans will be drawn to scale and will be labeled EVS, identifying routes, flows, environmental capacity and safety zones. The evacuation routes will be presented with continuous lines and in color, using letters or numbers that will indicate the capacity per route and the total capacity of the premises.

It will contain the following:

* Descriptive Memory
* Technical specifications
* BIM modeling.
* Plans
* Evacuation plans by level.
* General evacuation plan.
  + 1. **SPECIALTY OF STRUCTURES**

It includes the design of all the structural elements that comprise the new works for the modules as well as for the exterior works (perimeter fences, retaining walls, entrance gates, cistern, etc.), taking as basic information the Soil Mechanics Study, the preliminary project and topographic survey, defining the most suitable foundation alternative to be used, determining the foundation depths of the modules, technical specifications of the materials, if there is a need for additives, as well as indicating the treatment to be given to the subgrade of the pedestrian and vehicular access pavements, according to the requirements of the Soil Study.

Safety items, shoring of the work areas, necessary recommendations indicating the construction process to be followed to guarantee the stability of the structures will be considered.

The structural engineer must also prepare the three-dimensional structural model using software requested by the Supervisor for the spectral modal dynamic analysis of buildings. The maximum stresses for gravity and seismic analysis that will be present in the structure will be determined according to current standards. As a result of this analysis, displacements will be determined, which must be less than the thresholds allowed by Seismic Rule E.030. In addition, in accordance with the aforementioned standard, special considerations must be taken into account to ensure that each building remains in operative conditions after a severe earthquake.

It will contain the following:

* Descriptive Memory
* Calculation and Modeling Memory.
* Technical specifications
* BIM modeling.
* Plans
* Specific foundation, column and plates drawings, at a suitable scale 1/25, 1/50, of all the modules that make up the project according to current standards. The general view of each module shall show the due reference of the continuous or adjacent modules, indicating the dimensioning of the duly dimensioned joints.
* Specific plans of retaining walls, cisterns, footings and stairs with the necessary details to clearly understand the scope of their construction, at a convenient scale 1/25, 1/50, of all the modules that make up the project in accordance with current standards.
* Specific plans of floor grounds, roofs and beams with the necessary details, at a convenient scale of 1/25, 1/50, of all the modules that make up the project according to current standards.
* Specific plans of perimetric fence showing the development in plan and elevation with the interior and exterior floor elevations.
* Specific plans of entrance gates and exterior elements such as patios, sidewalks, ramps, coverings, gutters, etc., showing the development in plan, elevation and the necessary sections that allow to know the scope of its construction.
* Specific plans of elevators and special equipment enclosures, which must be consistent with the spaces required by the proposed equipment, attaching the corresponding technical data sheets.
  + 1. **SPECIALTY OF ELECTRICAL INSTALLATIONS**

**LOW VOLTAGE ELECTRICAL INSTALLATIONS**

It includes the design of the low voltage electrical system. It includes the calculation of the maximum demand, calculation of networks and circuits, lighting calculations, calculation of protection systems.

The following networks will be developed:

* Lighting: includes the lighting calculation by spaces.
* Emergency lighting: includes lighting calculations for evacuation routes.
* Power network.
* Grounding network.
* Outdoor lighting network.
* It includes the lighting calculation.
* General distribution network.
* Generation network (if determined).
* Protection network (lightning arresters, overvoltage).
* Medium-voltage electrical power plant.
* It includes the connection, substation and transformation network.

It shall contain the following:

* Descriptive Memory
* Calculation Memory
* Lighting study.
* Technical Specifications
* BIM modeling.
* Plans
* Single-line diagrams, general diagrams, distribution of panels.
* 1/200" general network plans
* 1/50" distribution plans for each module
* Detailed plans of 1/25, 1/20 1/10 1/5 ½ ½.

**MEDIUM VOLTAGE ELECTRICAL INSTALLATIONS**

It shall contain the following:

* Descriptive report
* Calculation Memory
* Technical specifications
* BIM modeling.
* Plans
* General plan of 1/200 or 1/500.
* Distribution plans for each module of 1/50.
* Detailed plans of 1/25, 1/20 1/10 1/5 ½ ½.
  + 1. **MECHANICAL INSTALLATIONS SPECIALTY**

It includes the design of the networks to meet the needs of the mechanical system used in the school building; to carry out the integral design of the following systems:

* Handicapped elevator system (if needed).
* Gas installation systems.
* Oil installation system for electrical generation.
* Mechanical ventilation system (if required).
* Air conditioning systems (if necessary).

It shall contain the following:

* Descriptive Memory
* Calculation Memory
* Technical specifications
* BIM modeling.
* Plans
* General network plans of 1/200.
* Distribution plans for each 1/50 module.
* Detailed plans of 1/25, 1/20 1/10 1/5 ½ ½.
  + 1. **SANITARY INSTALLATIONS SPECIALTY**

It includes the design and calculation of the following networks:

* Water supply network and drinking water supply (up to the supply company connection).
* General network and drinking water storage.
* Internal drinking water supply network.
* Internal hot water network and recirculation network (if applicable).
* Fire water system.
* Drainage system (black and gray water), ventilation and drainage. They can be independent networks.
* Rainwater system (gutters).
* Rainwater evacuation system (overhead gutters) and storm drainage.
* Water system for irrigation.
* Swimming pool water system.

The design includes the calculation of endowments, simultaneous demands, calculation of pumping equipment, calculation of pressures and flow rates at the points of consumption, for the sizing of pipes, equipment, valves, etc.

It will contain the following:

* Descriptive Memory
* Calculation Memory
* Technical specifications
* BIM modeling.
* Plans
* General network plans of 1/200.
* Distribution plans for each module of 1/50.
* Detailed plans of 1/25, 1/20 1/10 1/5 ½ ½.
  + 1. **TELECOMMUNICATIONS INSTALLATIONS SPECIALTY**

It includes the design and calculation of the following networks in order to provide service to different spaces:

* Sound system.
* Fixed telephone system.
* Video surveillance system
* Burglar alarm system.
* General fire detection system, per building (identifying the specific environment).
* Structured cabling system.

The video surveillance system implemented by the CONCESSIONAIRE for the provision of the service shall comply with the minimum technical standards of the Regulations of Legislative Decree No. 1218 Use of Video Surveillance Cameras.

Likewise, in accordance with the applicable regulations in force, the video surveillance cameras shall allow their integration with alert systems, emergency centers and specialized units of the Peruvian National Police, applications or computer programs of the municipalities or regional governments and with the National Center for Video Surveillance and Radio Communication and Telecommunications for Citizen Security.

The CONCESSIONAIRE shall carry out a security study[[6]](#footnote-6) for each COAR. The location of the video surveillance cameras and burglar alarms shall respond to the results of said study.

It shall contain the following:

* Descriptive Memory
* Calculation Memory
* Technical specifications
* BIM modeling.
* Plans
* General network plans of 1/200.
* Distribution plans for each module of 1/50.
* Detailed plans of 1/25, 1/20 1/10 1/5 ½ ½.
  + 1. **FURNITURE AND EQUIPMENT SPECIALTY**

It includes the submission of the technical specifications of equipment and furniture in accordance with Annex 11. Tables of goods by environment, coding, specifications of necessary installations (water, electricity, data, etc.) and tables of replacement, maintenance, etc., shall be prepared.

In case the furniture is manufactured exprofeso, it shall be designed with manufacturing plans.

It shall contain the following:

* Descriptive Memory
* Technical specifications
* BIM modeling.
* Plans
* Layout plans on the 1/50 architectural drawings.
* Table of goods (quantity per room, coding).
* Detailed drawings of 1/25, 1/20 1/10 1/5 ½ ½
* Fabrication drawings (if required) of 1/25, 1/20 1/10 1/5 ½ ½.
  + 1. **MEASUREMENTS AND BUDGET**

The measurement per specialty shall be prepared based on the specialties and technical specifications.

The measurement shall be prepared specifying the measurements by: module or component.

It shall contain the general budget and by specialties, unit price analysis, list of materials, Consolidated Budget, Budget Summary, Breakdown of General Expenses.

It shall contain the following:

* Summary of metrics by specialty
* Substantiation of metrics
* General and consolidated budget
* Unit cost analysis
* List of inputs.
* Consolidated budget.
* General Schedule for Execution of Works and Equipment.
* Detailed work and equipment schedule.
* PERT - CPM diagram.
* GANTT diagram.
* Breakdown of general expenses.
* BIM Modeling.
  1. **LICENSES, PERMITS, AUTHORIZATIONS AND FEASIBILITIES**
     1. **ENVIRONMENTAL ASPECTS**

Based on the final design of the Works, the CONCESSIONAIRE shall evaluate the need to submit a supporting technical report to the Competent Environmental Authority if there are changes to the Project with the potential to generate new non-significant environmental impacts, or a modification of the Environmental Impact Statement (DIA) if the changes have the potential to generate new significant environmental impacts. The CONCESSIONAIRE shall take into account the existing regulations.

* + 1. **CERTIFICATE OF NON-EXISTENCE OF ARCHAEOLOGICAL REMAINS (CIRA)**

Certificate of Non-existence of Archaeological Remains (CIRA) approved, issued by the competent Decentralized Directorate of Culture, according to the scope of its competences, in accordance with the provisions of Article 56 of the Regulation of Archaeological Interventions approved by Supreme Decree No. 003 - 2014 - MC or rule that modifies it; if applicable.

* + 1. **ARCHAEOLOGICAL EVALUATION PROJECT (PEA)**

In case it is required by CIRA. It will begin with the Directorial Resolution authorizing the Archaeological Evaluation Project (PEA) issued by the Directorate of Qualification of Archaeological Interventions in accordance with the provisions of Articles 50 and 51 of the Regulation of archaeological interventions approved by Supreme Decree No. 003 - 2014 - MC or rule that modifies it.

* + 1. **ARCHAEOLOGICAL MONITORING PLAN**

If required, it includes obtaining the authorization of the Directorial Resolution authorizing the Archaeological Monitoring Plan (PEA) issued by the competent Decentralized Directorate of Culture, according to the scope of its competences, in accordance with the provisions of Article 56 of the Regulation on archaeological interventions approved by Supreme Decree No. 003 - 2014 - MC or rule that modifies it.

* + 1. **SERVICE FEASIBILITIES**

The CONCESSIONAIRE is responsible for the request for feasibility of the supply services.

The engineers of the corresponding specialties are responsible for preparing the feasibility request project to the Service Provider Companies or to the competent Regulatory Body of the sector, having to coordinate and submit the information according to the requirements demanded by them.

* Feasibility of electricity supply in Medium or Low Voltage and electrical connection point for the required Power and Maximum Projected demand, to the service provider or the corresponding Regulatory Agency.
* Feasibility of drinking water and sewage services, so that the respective project is adequate to the characteristics of the public networks.
* Telecommunications feasibility to the corresponding service provider company.

In case it is necessary, it will include the connection or complementary network projects, which must be approved by the supplying companies, at the CONCESSIONAIRE's cost and risk.

* + 1. **MUNICIPAL LICENSES**

It includes the request for Building and Demolition License, urban parameters, zoning and roads, temporary use of roads, among other documents to be requested by the CONCESSIONAIRE to the local governments for the management of the Project.

Municipal licenses, approved in accordance with the provisions of Articles 25 and 26 of the Sole Ordered Text of the Urban Allotment Regulation Law approved by Supreme Decree No. 006 - 2017 - VIVIENDA or rule that modifies it.

* 1. **LAYOUT**

One (01) 1/500 scale model of the entire project on a rigid wooden base and one (01) 1/200 scale model of a block of the project on a rigid wooden base.

* 1. **VIRTUAL TOUR AND VIEWS OF THE PROJECT**

Fifteen (15) photorealistic images and/or three-dimensional color illustrations (08 images of exteriors and 07 images of interiors) that clearly show the project design, including details of finishes, use and landscape treatment.

Virtual tours of the interior and exterior spaces with a minimum of two (2) minutes.

1. **DOCUMENTS TO THE CONFORMITY OF THE EDI**

The following documentation will be required for EDI compliance:

* Municipal licenses, authorizations and permits.
* Environmental Impact Statement approved by the Ministry of Housing.
* Certificate of Non-existence of Archaeological Remains (CIRA).
* Basic services feasibility (potable water, sewage, and electric power).

1. **SUBMISSIONS**

The CONCESSIONAIRE shall submit at least the following deliverables on the proposed dates.

1. Preliminary architectural and structural design, vulnerability and risk analysis report and basic studies (LOD 200 and Autocad), within sixty (60) Calendar Days from the Calendar Day following the Closing Date. If the processing of licenses, permits, authorizations and service feasibilities have been initiated, they shall be credited with the corresponding charges.
2. Architectural, structural and installation project (LOD 350 and Autocad) and the feasibility of the potable water, sewage and electric light services, within one hundred and forty (140) Calendar Days counted from the Calendar Day following the Closing Date.
3. Definitive Engineering Study (final deliverable) and submission of licenses, permits, authorizations and feasibilities, within one hundred and eighty (180) Calendar Days from the Calendar Day following the Closing Date.
4. **DELIVERY FORMATS**

No later than seven (7) Calendar Days after the Closing Date, the GRANTOR shall send to the CONCESSIONAIRE the requirements of the delivery formats for the submission of the EDI and its deliverables (basic studies, etc.).

* 1. **PRINTED DELIVERIES**
     1. **DOCUMENTS**

One (1) original printed on white bond paper, A-4 size, and two (2) copies with the project format. The documentation must be stamped and signed by the project manager, the specialist responsible for the corresponding specialty and the legal representative of the CONCESSIONAIRE. Documents with scanned and printed seals and signatures will not be received.

* + 1. **PLANS**

Printed on bond paper three (3) sets, with the project's letterhead, in the scale previously requested. The plans shall be stamped and signed by the project manager, the specialist responsible for the corresponding specialty and the concessionaire's legal representative.

* 1. **DIGITAL DELIVERIES**

CD or DVD disc(s) (non-rewritable) containing:

* Source information documents with all editable files:
* Document formats: text editor (doc, rtf, etc.), spreadsheets (xls, etc.), digital document (PDF).
* Drawing formats: digital document (PDF), CAD (dwg,dxf,etc.)
* BIM (rvt, nwd, ifc, pln, pla, etc.)
* Photographs: Jpg format.
* Virtual tour video.
* Structural modeling in the software established by the Grantor.
* Budgets in the requested software established by the Grantor.
* Schedules in the requested format established by the Grantor.
* Other requested formats established by the Concessionaire.
* Scanned digital document (PDF).

## ANNEX 10: MINIMUM SPECIFICATIONS FOR THE PREPARATION OF THE DEFINITIVE ENGINEERING STUDY

## APPENDIX 2: CONTENTS FOR THE PREPARATION OF THE TOPOGRAPHIC SURVEY

1. **WORK TO BE PERFORMED**

The CONCESSIONAIRE shall carry out the georeferencing and topographic survey for each plot of land of the three (3) COARs of the Cusco, Huancavelica and Pasco regions.

* 1. **GEODETIC CONTROL AND GEOREFERENCING**

The CONCESSIONAIRE shall establish 02 geodetic control points, linked to the Permanent Tracking Stations of the Peruvian Geodetic Network of Continuous Monitoring (RGPMOC) that are distributed within the national territory.

Taking into account the geometric accuracy standards of the IGN to determine the order of the point in Table 1. It is recommended to use at least the points of Order C for the placement of the BM of the Project.

Table 1 (Technical Specifications for Positioning)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Minimum number of control stations of the Horizontal Geodetic Network to be linked: | 0 | A | B | LINK |
| 0 | 8 |  |  | NETWORK |
| A | 3 | 3 |  | NETWORK |
| B | 3 | 3 | 3 | NETWORK |
| C | 1 | 1 | 1 | BASE LINE |
| SUPPORT (PFCH) | 1 | 1 | 1 | BASE LINE |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Separation of stations | 0 | A | B | C | SUPPORT (PFCH) |
| Maximum spacing (km) between base stations within the project area | 400 | 1000 | 500 |  |  |
| Maximum separation (km) between base stations and the point to be established | 3500 | 500 | 250 | 100 | 100 |

* 1. **POLYGONAL TOPOGRAPHIC SUPPORT**

Control points will be located, which will serve as polygonal support for the topographic survey and will be duly monumented.

**Horizontal control:**

Measurement and compensation of the support traverse.

1. Topographic control points will be located, which will serve as polygonal support to the topographic survey and will be properly monumented. These points will have to be visible to each other for the measurement of the polygonal.
2. The measurement of the support polygon will consist of directly obtaining the angles at the vertices and the distances of each one of the sides of the polygonal.
3. For the angular closure of the support traverse, the permissible error shall be determined by the following expression:

|  |
| --- |
|  |
| *Wherein:*  *R= accuracy of the equipment used*  *n= number of vertices polygon* |

1. For the linear closure of the support polygon, the minimum relative error shall be: Er= 1/5,000.
2. The Memory of the works of the Topographic Support Polygonal shall include: Methodology, location and referencing sketches of the vertices of the support polygonal linked to the geodetic control points. Calculation and adjustments of the support polygonal, table of results, photographic panel, technical specifications of the equipment and materials used, as well as the submission of the certificates of calibration of the equipment.

**Vertical control:**

The vertical control of the topographic survey will be carried out by means of geometric or differential levelling.

1. Information will be located and obtained from a BM of the IGN, to transfer the official elevation to the project.
2. The leveling will have to be compound and in closed circuit and using as permissible error the expression: ± 0.02\*√k; being "k" the leveled distance in kilometers.
3. Two (2) BMs will be strategically located and monumented in the project area, in places that will not be reached by the works during the execution of works and intervisible to each other for the purpose of staking out the work. The UTM coordinates (East, North) shall also be established for these milestones. For their easy location they will be constructed with the following specification: concrete f'c= 140 Kg/cm2 of 20x20x40 of depth placing a bronze plate (type register of 4"), in which the BM will be indicated.
4. The work memory of the vertical control will include: Methodology of data collection, adjustment and compensation of the considered leveling circuits, table of results, sketch, copy of field notebook.
   1. **TOPOGRAPHIC SURVEY OF THE STUDY AREA**
5. The topographic survey will be carried out on the topographic bases made for the support polygonal, which will have UTM coordinates, WGS-84.
6. The measurements for the topographic survey will be carried out with Total Station equipment, with a maximum angular precision of 5" (five seconds).
7. The measurements will be made by the radiation method, taken from each vertex of the support polygonal, by means of which the coordinates (E, N) and elevation will be obtained for each point. Additionally, each point will have a correlative numbering and a description read by the total station.
8. The information obtained must include the planimetric and altimetric details of the existing structures, roads, fences, electrical and sanitary installations within the area involving the project, inside and outside the land designated for the project.
9. Land Delimitation. - In the event that the boundaries of the site are not defined by fences, the vertices of the boundaries must be monumented with the following specification: concrete f'c= 140 Kg/cm2 of 0.20x0.20x0.30 m., with a cane of ½" diameter, and must protrude 3" from the natural terrain, indicating its name.
10. The Memory of the works of the Topographic Survey, shall include: Methodology, topographic plan with contour lines, perimetric plan, location plan and plan of profiles and cross sections, to convenient scale. Photographic Panel, technical specifications of the equipment and materials used, the calibration certificate of the equipment used shall be provided.
11. **DRAWING CONTENT**
    1. **LOCATION MAP AND LOCALIZATION**

With indication of identifiable places, such as the main square or important buildings within the district, the community, annex, among others, indicating the best route to follow.

* 1. **PERIMETRIC DRAWING**

The format must be designed for a 1/500 scale plan using a minimum sheet size of A3, using for the digital submission the LAYOUT mode, keeping in the MODEL the 1/1 scale and its georeferencing; the submission is in physical and digital format, the same that must contain:

1. The polygonal shape of the property. - with its perimetric measurements, area and boundaries; also, the vertices shall be indicated, named with numbers, starting to the left of the front of the property and subsequent the direction of the hands of the clock.
2. Orientation of magnetic North or North. - The orientation indicated must coincide with that shown on the location plan and the floor plan;
3. Technical Data Table. - stating the vertices, sides, distances specified in meters and up to two (2) decimal places; as well as, the angle of each vertex in degrees-minutes-seconds; and, the values of the coordinates of the East (X) and North (Y) vertices - referred to up to three decimal places. The area of the terrain shall be shown in this table.
4. DATUM, Coordinate System, Zone, Scale. - The official WGS84 DATUM and UTM Coordinate System shall be entered, and the UTM Zone where the surveyed property is located shall be entered (17, 18 or 19).
5. Topographic support Polygon used for the survey.
6. Localization Plan.
7. The obtained polygon should be contrasted with the technical data of the title deed, in order to determine the possible differences that merit a rectification procedure or the identification of additional areas of land.
   1. **TOPOGRAPHICAL PLAN**

The number of points and stations in the topographic survey should be such that a surface can be obtained that accurately represents the morphology of the terrain. In some cases, if necessary, more details should be indicated. The topographical plan shall contain at least the following:

1. Contour lines every 0.50 m and when the terrain has a slope of less than 10%, contour lines every 0.20 m shall be required. Contour lines shall be projected to the surrounding streets.
2. The points of topographic filling, obligatorily will be maintained in the plan, appearing only the elevation of each one of them and in a format that does not disturb the visibility of the rest of the elements of the plan. These points will be placed in an independent layer to be able to visualize them or to turn them off.
3. Location and exact localization of the two BMs required for the vertical control. These BMs, obligatorily, must be left well monumented in the ground in a place and in a way that lasts with the following specification: concrete f'c= 140 Kg/cm2 of 20x20x40 of depth placing a bronze plate (type register of 4"), in which the BM will be indicated.
4. Indication of the exteriors of the land, perimetric streets necessarily indicating the points or external coordinates of the perimeter or boundary. The projected road sections of all the adjacent streets must be presented.
5. Indication of climatology of the area, altitude above sea level, climate, winds (indicating predominant direction), relative humidity, rainfall, frost, hailstorms, etc.
6. Land area, which must be compatible with the legal documentation, and built area by levels. The boundaries must be indicated according to the property title.
7. Verify whether or not there are public electrical networks, and if there are, indicate whether it is three-phase or single-phase, indicating the type of connection (aerial or subway) and the location of the existing energy meter. Verify whether the supply is single-phase or three-phase, the supply number, the contracted power, etc., and indicate the presence of an electrical substation group, if any. In some localities where municipalities generate and distribute electricity, the type of generation should be indicated, which may be by mini-hydroelectric power plants or by generators.
8. Verify whether or not there are public sewage and potable water networks, commenting on whether they are operational and indicating the entity or company in charge of potable water and sewage services. Also, if they exist, indicate the level of the cover, bottom level, depth and list the mailboxes located on the public roads adjacent to the property.
9. Regarding neighboring lands and buildings, the CONCESSIONAIRE must accurately indicate the contour lines and levels of the adjoining lands, at least 3.00 m. beyond the existing boundaries and, in the case of streets, along their entire width. If there are neighboring constructions, indicate the type of construction, materials, heights and foundation data.
   1. **PROFILE AND CROSS SECTIONS PLANS**

A minimum of three longitudinal cuts across the site, including the width of the adjoining streets, and three transversal cuts with the same characteristics, must be submitted. This plan shall contain the following:

1. Longitudinal profile of the obligatory longitudinal and transversal cuts, showing the ground elevation every 10 meters. The location of the property boundaries of the property shall be indicated in these profiles. In case of bordering with neighboring constructions, the levels and elevations of these, the number of floors and the construction material used must be indicated as far as possible.
2. Longitudinal profile of the entire perimeter of the property starting at point 1 of the perimeter and in a clockwise direction, showing the ground elevation every 10 meters.
3. Transversal sections of the perimeter at every 10m of spacing and in a width that covers 10 m. to each side of the perimetric polygonal.
4. Longitudinal profiles of all the adjacent streets, indicating if it exists, the location of the existing mailboxes its height of cover and height of fund.
5. **SUBMISSION OF THE DESCRIPTIVE MEMORY**
6. The topographic procedure used both in the field and in the office must be described, as well as the calculation memories of the support polygon and the leveling circuits,
7. Indicate the adjoining boundaries, area and perimeter of the land.
8. Attach a minimum of 30 photographic views, including panoramic views, that support the following:

* Urban environment, streets, accesses, etc.
* The topographic survey, responsible professional and staff performing the topographic work.
* Terrain configuration (contour lines, changes in level, etc.).
* Monumented, painted and enumerated landmarks of the support polygon, BMs and perimeter polygon.

1. A technical data sheet will be prepared, according to the formats predefined by the Supervisor, stamped by the responsible professional.
2. Verify whether or not there are public electrical networks, and if there are, indicate whether it is three-phase or single-phase, indicating the type of connection (aerial or subway) and the location of the existing energy meter. Verify whether the supply is single-phase or three-phase, the supply number, the contracted power, etc., and indicate the presence of an electrical substation group, if any. In some localities where municipalities generate and distribute electricity, indicate the type of generation, which may be by mini-hydroelectric power plants or by Generator Sets.
3. If there is no public drinking water service, indicate if there is another source of drinking water.
4. If there is, indicate the age of the school's drinking water and sewage networks and what material they are made of.
5. **SCALE OF PLANS**

The scale to be used is as follows:

* Topographic plan and stakeout : Esc 1/200
* Localization Map : Esc 1/1000 or 1/10000
* Perimetric Plan : Esc 1/500
* Location Map : Esc.1/1000 or 1/5000

## ANNEX 10: MINIMUM SPECIFICATIONS FOR THE PREPARATION OF THE DEFINITIVE ENGINEERING STUDY

## APPENDIX 3: CONTENTS FOR THE PREPARATION OF THE SOIL MECHANICS STUDY

The CONCESSIONAIRE shall carry out soil mechanics studies for the three (3) COARs in the regions of Cusco, Huancavelica and Pasco.

**CONTENT OF THE STUDY**

1. GENERALITIES

1.1. Purpose of the study

1.2. Regulations

1.3. Location and description of the area under study.

1.4. General data of the area

1.5. Access to the study area

1.6. Climatic conditions and altitude of the area.

2. GEOLOGY AND SEISMICITY OF THE STUDY AREA

2.1. Geodynamics

2.2 Seismicity

3. FIELD RESEARCH

4. FOUNDATIONS OF THE STRUCTURES TO BE TAKEN INTO ACCOUNT FOR THE CALCULATION OF THE PERMISSIBLE LOAD CAPACITY

5. LABORATORY TESTS

6. STRATIGRAPHIC PROFILES

6.1. One-dimensional profiles

6.2. Two-dimensional profiles

7. FOUNDATION ANALYSIS

7.1. Depth of foundation

7.2. Type of foundation

7.3. Calculation and analysis of allowable bearing capacity

7.4. Settlement calculation

8. PAVEMENT DESIGN

9. CHEMICAL AGGRESSIVENESS OF SOIL AND WATER

10. CONCLUSIONS - RECOMMENDATIONS AND ANNEXES

10.1. Conclusions and recommendations

10.2. Bibliographical references

10.3. Figures and map of drill hole locations

10.4. Tables

10.5. Annex I: Excavation records

10.6. Annex II: Laboratory tests

11. OTHERS

11.1. Submission of photographs

11.2. Research program

11.3. Case of clay soils

11.4. Cases of high water tables

11.5. Cases of fill strata higher than 2.5 m.

11.6. Slopes, platforms and roadbeds.

11.7. Case of minor works

11.8. Recommendation referring to subgrade treatment

11.9. Recommendation regarding completion of work and field investigation.

11.10. Submission of documents, tests, certificates

11.11. Zoning plans

12. SUBMISSION OF THE TECHNICAL REPORT

12.1. Submission of technical report and annexes

12.2. Delivery format

The general details are described below:

1. **GENERALITIES**
   1. Purpose

Execution of the soil mechanics study for foundation purposes for the project: "CONTRIBUTION OF INFRASTRUCTURE AND COMPLEMENTARY SERVICES TO EDUCATIONAL MANAGEMENT FOR NEW HIGH-PERFORMANCE SCHOOLS IN THE REGIONS OF PASCO, HUANCAVELICA AND CUSCO - COAR CENTRO".

The soil study will consider alternatives of analysis of admissible capacity of the foundation soil for foundations appropriate for buildings from 1 to 4 levels.

* 1. Regulations

The studies should be in accordance with:

* Rule E.050 "Soils and Foundations" of the National Building Regulations in force.
* Rule E.030 "Earthquake Resistant Design" of the National Building Regulations in force.
* Rule CE.010 "Urban Pavements" in force.
* Rule CE.020 "Soil and Slope Stabilization", in force.
* Rule G.050 "Construction Safety" in force.
* National Building Regulation RNE standards in force.
* Peruvian Technical Standards NTP in force.
* ASTM rules, ACI rules, and other complementary standards, codes or guides.
  1. Location and Description of the Study Area
     1. Area under study

COAR Cusco

It is located in the sector of Chiñicara Alta, jurisdiction of the District of Oropesa, Province of Quispicanchi and Department of Cusco.

The land is located in the Chiñicara Alta sector within the Huatanay river valley. Because it is a high inter-Andean valley, its climate is cold and with high rainfall between the months of October to March:

* + North: Private property of Aurelio Huamán.
  + East: Private property of C. Huamán, communal land, private property 2.
  + South: Private property of Antonio Ojeda.
  + West: Private property of Timoteo Chanca.

COAR Huancavelica

It is located in the area of Troncoso, on the left bank of the Ichu River, in the town of Callqui, jurisdiction of the District of Ascensión, Province and Department of Huancavelica.

The land is located on the Huancavelica-Acobambilla road in the Troncoso Zone, the boundaries of the land are as follows:

* + North: Property of the Santa Cruz de Callqui Grande Andean Community.
  + East: Property of the Santa Cruz de Callqui Grande Rural Community.
  + South: Left Marginal Strip of the Ichu River.
  + West: Property of the Troncoso Property.

COAR Pasco

It is located in the Churumazu Sector, on the right bank of the Chontabamba River, in the town of Chontabamba, District of Chontabamba, Province of Oxapampa and Department of Pasco. The area belongs to the high jungle.

The land is located on Street No. 02, No. 03 and the Malecon Road in the Churumazu Sector of the District of Chontabamba, the boundaries of the land are as follows:

* + North: By Boardwalk.
  + East: Street No. 03.
  + South: the land of the Chontabamba municipality.
  + West: Street No. 02.
    1. Attach map of the area and location plan in the same EMS report, georeferenced in UTM coordinates in the WGS84 system and corresponding zone.
  1. General data of the area

If available, previous land uses (cultivation, quarry, landfill, landfill site, landfill area, etc.) should be noted).

* 1. Access to the study area

The access to the study area and the existing means of transportation in the area should be described, as well as the approximate time of arrival to the site of the most important localities.

* 1. Climatic conditions and altitude of the area.

The climatic conditions of the site should be described in order to define the type of constructions to be designed, as well as their exterior works and others.

Provide information on average temperature, maximum and minimum temperatures, altitude above sea level, as well as the most optimal periods for construction.

1. **GEOLOGY AND SEISMICITY OF THE STUDY AREA**
   1. Geology

Description of the most important geological aspects, including a figure where the project to be executed is located on the corresponding geological map (INGEMMET geological charts). Also, indicate the internal and external geodynamic aspects that could affect the work to be executed and about which the designer must be aware in order to evaluate the solutions to be taken into account.

* 1. Seismicity

Preferably the aspects of seismic micro-zoning defining the design parameters to be taken into account. Use seismic microzoning or geotechnical zoning maps published by CISMID, INGEMMET, INDECI, regional governments, university theses, among others.

Attach seismic zoning map (Rule E.030. "Seismic Resistant Design", in force). In addition, in case there are quaternary geological faults at less than 40 km, which have been reported in the Map of Quaternary Geological Faults of Peru - INGEMMET, 2008, comment on such geological hazard and recommend the necessary considerations regarding its seismic danger.

Seismic parameters (Z, U, TP (s), TL (s), S, C) will be described and defined. The graph of the generic design spectrum specific to the study area shall be included.

1. **FIELD RESEARCH**

Description of the characteristics of the investigation carried out, indicating the type of exploration carried out (test pits, borings, SPT, DPL, etc.), its quantity and its relation with the Rule E.050 Soils and Foundations. Also, submit a summary of the field work performed, accompanied by photographic views, showing the strata encountered and the borings made.

In the case of finding sandy soils or in which geologically the area of interest is influenced by sand deposits and where high phreatic levels are found and it is not possible to perform borings and/or the need to evaluate the soil liquefaction phenomenon is evident, the CONCESSIONAIRE must coordinate with the Supervisor in order to determine the need to complement the field investigation with the Standard Penetration Test (SPT), which will be at the expense, cost and risk of the Concessionaire.

1. **FOUNDATIONS OF THE STRUCTURES TO BE TAKEN INTO ACCOUNT FOR THE CALCULATION OF THE ALLOWABLE LOAD CAPACITY**

It should be taken into account that the foundation proposals will consider structures supported on spread footings, square footings, rectangular footings and grounds (the latter in the case of the semi-Olympic pool, cisterns).

In order to determine the admissible capacity of the land, the following will be considered:

* 1. Different dimensions of strip foundations, footings and grounds applicable for different embedment depths and that are useful for the subsequent structural design considering buildings from 1 to 4 levels.
  2. In studies of soils whose admissible capacity is less than 0.5 kg/cm2, alternative solutions should be presented.

1. **LABORATORY TESTS**

The following tests are mandatory:

* Granulometry.
* Moisture content.
* Atterberg limits (liquid limit, plastic limit, plasticity index).
* Soil classification.
* Chemical analysis of soil aggressiveness (TSS content, chlorides, sulfates, pH).
* Chemical analysis of water aggressiveness (when water table is present).
* Density in situ water replacement method for granular soils and/or volumetric weight for fine soils.
* Appropriate test to evaluate the shear strength of the soil according to the conditions encountered in the field.
* Collapse test in case of evidencing soil strata with such characteristics (cemented, carbonated or caliche) in order to evaluate its collapse index "Ic".
* Unconfined compression test in case of cohesive soils (clays corresponding to the foundation soil).
* Soil consolidation test in case of clays corresponding to the foundation soil (considering appropriate loads according to the project structure).
* Appropriate test to estimate the parameters involved in the estimation of elastic and consolidation settlements.
* CBR (California Bearing Ratio) + Modified Proctor.

1. **STRATIGRAPHIC PROFILES**

For each borehole, a description of the different strata that constitute the investigated terrain will be made, and relevant information will be indicated according to NTP 339.150 in force.

* 1. One-dimensional profiles

Profiles will be developed for all direct and indirect boreholes developed, relevant information will be indicated in their description according to NTP 339.150 / ASTM 2488.

* 1. Two-dimensional profiles

Several longitudinal and transversal profiles should be presented that cross the areas to be intervened, clearly defining the natural ground level (N.T.N.), soil strata, water table level (if any), levels of fills encountered, recommended N.F.C. foundation bottom levels.

Note: These two-dimensional profiles should also include the surface cuttings mounds found in the study area.

1. **FOUNDATION ANALYSIS**
   1. Depth of foundation

The recommended depth for each alternative shall be detailed.

A summary table shall be included detailing the structures considered, their depth of embedment Df (m), their lowest N.P.T. and their N.F.C.

It shall also include information for minor works such as huts, perimeter fences, as well as (if applicable) other complementary structures such as elevated tanks, cisterns, swimming pools, etc.

* 1. The type of foundation

At least detail the foundation alternatives such as strip foundations, footings, grounds, and also include information for minor works such as huts, perimeter fences, as well as (if applicable) other complementary structures such as elevated tanks, cisterns, swimming pools, etc.

Except in exceptional cases, deep foundations should be considered (if required due to soil problems, geological or climatic hazards, or due to load capacity requirements of the projected structures) and other soil improvement techniques or special foundations that may be required.

* 1. Calculation and analysis of permissible load capacity
     1. The corresponding calculation report of the admissible load capacity must be submitted, showing the theoretical basis, sources of information, parameters and numerical values being used, as the case may be, substantiating the criteria for the use of the proposed formulation.

The safety factor should be used as established in the applicable standards or their modifications.

* + 1. Alternatives/solutions should be presented for different types of foundations applicable to the projected structures, both main structures (modules, pavilions, etc.) and minor works (perimeter fences, huts, minor buildings), and if applicable, for swimming pools, cisterns, elevated tanks, among others.
  1. Settlement Calculation
     1. The calculation supporting the estimation of settlements produced by induced pressure shall be presented and the values of the coefficients used and the source of information of the formulations used shall be explicitly stated. The parameters used in the foundation settlement calculations shall be detailed and supported.
     2. In cases of problematic soils (e.g. collapsible soils), the allowable capacity must be reformulated either by the use of non-conventional foundations such as grounds, piles, micropiles, among others, or by the need to perform engineering backfilling (controlled backfilling) or to apply soil improvement techniques. For any of the cases, the calculation memory of the admissible capacity of the foundation must be included and it must be correlated with the maximum permissible settlements.

1. **PAVEMENT DESIGN**

The design and characteristics of the pavement structural package must comply with the MTC standards "Road Manual" in its Soils and Pavements Section; the EG-2013 General Technical Specifications for Construction; and the CE.010 Urban Pavements. In a complementary manner, the AASHTO standards can be considered.

In the event that the subgrade is rated as unsuitable, all necessary recommendations for soil stabilization and/or replacement should be provided. Specifications shall be detailed in accordance with current standards.

Flexible pavement designs will be for 10 and 15-year service life periods; while for rigid pavements, the service life periods will be for 20 and 30 years. In the case of interior pavements, the estimation of vehicle count, traffic growth rate, and equivalent axles based on the number of parking spaces and pavement usage should be performed.

In addition to the design of the rigid and flexible pavement (for vehicular traffic), the design shall include the necessary recommendations for interior and exterior grounds, sidewalks, pedestrian walkways, and clickways.

A summary table with the pavement design shall be included, as well as the summary graphic diagrams of the materials and thicknesses that make up the pavement structure.

1. **SOIL AGGRESSIVENESS TO THE FOUNDATION**

The results obtained from the chemical analysis of soils must be attached, with the percentages of contents in the representative samples.

In the case that the presence of water table is evidenced, the chemical analysis of the water must be attached to the study.

According to these results, the type of cement to be used or the special treatment, as the case may be, must be recommended.

The recommendations of the type of cement must be in accordance with the stipulations of *E.060 Reinforced Concrete* and/or ACI 318 in its most recent version. In the event that the results of chemical aggressiveness indicate different levels of severity leading to different types of cement to be used, a chemical aggressiveness zoning map should be included.

The chemical analysis of the drinking water of the Educational Institution, subject of this study, if any, or of the Locality or Town Center, and which will eventually be used in the construction process of the work, must be submitted.

1. **CONCLUSIONS - RECOMMENDATIONS AND ANNEXES**
   1. Conclusions and Recommendations

The recommended solution alternatives should be described, such as type of foundation support layer, depth of foundation embedment, N.F.C., admissible load capacity, differential or total settlement, type of cement to be used, etc.

The *Summary with the Foundation Conditions* according to *article 16.2.1* of Rule *E.050 Soils and Foundations*, as well as including the seismic parameters (Z, U, TP (s), TL (s), S, C) and the parameters for the design and construction of shoring works must be submitted.

The results of the rigid and flexible pavement design for access roads and parking lots should be presented.

Consider all necessary recommendations for base materials, subbase, and subgrade treatment if applicable.

Summary results shall be presented for interior and exterior grounds, sidewalks, pedestrian walkways, bicycle lanes, among others.

* 1. Bibliographic References

All bibliographic references used in the soil mechanics study shall be included, the submission format shall be according to APA in its most recent edition.

* 1. Figures and borehole location plan

In addition to the image of the *Project* location, the location plan of the borings with UTM coordinates (north, east and elevation) shall be included to allow locating their position. For the location of the test pits, the most recent topographic plan shall be used.

* 1. Tables

Four main tables should be presented, which are:

* Summary of field work based on direct and indirect drilling.
* Number of laboratory tests accompanied by their NTP and ASTM standard.
* Summary of laboratory tests (table of standard test results and another for special tests).
* Aggressive chemical elements to the foundation in their most recent versions of ACI 318 and/or Rule E.060 Reinforced Concrete.
  1. Annex I

All records of excavations or test pits performed will be displayed.

* 1. Annex II

All laboratory tests (standard and special) as well as chemical tests will be shown.

1. **OTHERS**
   1. Submission of photographs

The photographs to be presented in the soils report must identify and show the explorations carried out, the material extracted and the types of strata found. If possible, a panoramic photograph of the Educational Institution should be included, indicating the location of the explorations. The photographic views should show the following information:

* General view of the terrain where each drill hole is located before being intervened.
* General view of each drill hole showing the material removed from the exploration. In addition, in the case of finding boulders or blocks, a photograph of this evidence should be included in which the TM in inches is reported.
* Depth view of the excavation/exploration showing the soil strata.
* If gravel, boulders, or blocks are encountered, a view of the Maximum Size in inches shall be included.
* Closure of the excavation at the end of the field work.

Several panoramic photographic views showing the entire study area and indicating the location of the explorations will also be included.

* 1. Number of minimum pits

The distribution of the explorations shall be such as to cover the entire study area of the Educational Institution.

For all test pits, the minimum depth of exploration shall comply with Article 15 of Rule E.050 (Field Exploration and Laboratory Testing Program).

The minimum depth must satisfy all the projected structures including those of great depth such as, cistern and other structures that could be buried.

* 1. Case of clay soils

When the soils are clayey, consolidation tests shall be performed and in the case of soils with high expansive indexes, free and/or controlled expansion tests shall also be performed. For these cases, coordination with the Supervisor should be made in order to estimate an appropriate time/period for these purposes.

* 1. Cases of high water table
     1. In the case of high phreatic levels in sandy soil strata, the Supervisor shall be informed of the need to carry out probabilistic and deterministic analyses of the liquefaction potential of the soils in accordance with Article 38 of Rule E.050. For such purposes, the Supervisor shall coordinate the execution of a complementary investigation program that includes the execution of SPT borings.
     2. In the case of high phreatic levels in soft soil strata, the Supervisor must be informed of the need to carry out a complementary investigation program that includes the execution of SPT borings with undisturbed sampling by the Shelby tube method and consequent soil consolidation and unconfined uniaxial compression tests in the laboratory.
  2. Case of fill strata greater than 2.5 m.

In case of finding fill strata deeper than 2.50 m, it is necessary to perform "Standard Penetration Test (SPT)" or "Light Penetration Tests (DPL)" (as long as the soil allows it and *taking into account the limitations* of Rule E.050 ), the number of explorations to be carried out should be sufficient to cover the area to be investigated, the depth of these will be until reaching firm ground suitable for the execution of foundations, it will depend on the professional criteria if the depth reached to firm ground is adequate from the point of view of the feasibility of the project.

In the eventual case of detecting uncontrolled fills at depths not greater than 3.0 m, it is allowed to remove these materials until leaving a surface of natural ground on which the execution of the SPT tests begins. In the case that the depth is greater than 3.0 m, the drilling system must be changed to mechanical rotary drilling without the need to remove the uncontrolled fill.

The execution of these exploration methods must be communicated to the Supervisor for the evaluation of the necessity of the same.

* 1. Slopes, platforms and shims.

It is *recommended to analyze* the following coefficients for supporting elements such as: Depth (established by sections or strata if necessary), unit weight (), cohesion (c), angle of friction (), static active coefficient (Ka), static coefficient at rest (), coefficient at rest (), coefficient at rest (): Depth (established by sections or strata if necessary), unit weight (), cohesion (c), friction angle (), static active coefficient (Ka), static coefficient at rest (Ko), static passive coefficient (Kp), passive thrust reduction factor for /=0 (R), dynamic active coefficient (Kas), dynamic coefficient at rest (Kos), dynamic passive coefficient (Kps), coefficient of friction under foundation (tan ).

In addition, where applicable, all necessary recommendations for the support of buildings, perimeter walls, slopes and neighboring land must be included, considering that these can be destabilized as a consequence of an earthquake or overloads during the execution of the work, which must be included in the respective calculations.

In order to comply with the above, all information regarding the soil profile that will be involved in the roadbed and/or support work must be provided. Such information shall include at least: the soil profile showing its different strata and water table, physical characteristics, unit weight, cohesion value and internal friction angle of the different strata involved, as applicable, to be obtained as indicated in Rule E.050. These same parameters must be provided in case of possible saturation of the soil (e.g. for uncovered slopes in rainy areas).

In the event that pumping of the water table is required for the construction of the roadbed and/or support works, horizontal and vertical permeability coefficients of the ground must be proposed, applicable to the calculation of the water flow to be extracted, and shall prevent any negative consequences to the construction site or existing buildings that may result from pumping or lowering the water table.

* 1. For minor works

In the case of minor works, such as perimeter fences, huts, sports grounds, bleachers, ramps, exterior stairs, etc., the pertinent recommendations must be presented, taking into account that they transmit minimum loads, which is why a range of alternatives for shallow footing foundations and strip foundations must be included for these minor works.

In the case of perimeter fences (property of third parties), all the necessary details must be provided so that the projected works do not affect such third parties.

* 1. Recommendation regarding subgrade treatment

Recommendations should be presented for the treatment of the slopes on floors, sports grounds, patios, sidewalks, parking lots, among others, indicating the cut thicknesses (either by surface fill), structural fill thicknesses, including their granulometric specifications, placement mode (number of layers and degree of compaction or CBR), layer thickness, as well as the quality control tests, minimum values for acceptance of placed layers and frequency of execution of quality control tests.

In cases where uncontrolled surface fillings and/or organic material are found, the appropriate treatment for these cases should be recommended, which will include the removal of fill material, with replacement of layers of affirmed, or granular material, indicating the thicknesses of these, and the degrees of compaction necessary to receive the layers of concrete in the execution of exterior works, such as patios, sidewalks, sports grounds, etc.

The same will be done for interior works, i.e., interior floors; in both cases, the treatment of the subgrade will be indicated. These recommendations must be in accordance with the MTC regulations, the specifications of CE.010, as well as in accordance with the Rule E.050.

Important Note: The Soil Study will provide as input data for pavement design, the type of material (SUCS classification), the integral granulometry (including balling), CBR test and Modified Proctor test. On this basis and taking into consideration accesses, parking lots, bicycle lanes, accesses, parking lots, interior roads, among others, the design of rigid or flexible pavements will be carried out. Based on Rule CE.010 Urban Pavements and specifications of Manuals and standards of the MTC.

* 1. Submission of documents, tests, certificates

All documents, certificates and tests shall be signed by the persons in charge and endorsed by the professional who commissioned the study.

* 1. Zoning plans

Based on various criteria, the study area should be zoned as follows

* Zoning for soils where the superficial thin layer is deeper than 1.0 m (where the competent material recommended for foundations is found underneath).
* Zoning by chemical aggressiveness.
* Zoning by location of fills, rock, high slopes, disturbed soils, subgrades, etc.
* Zoning by land use (former built-up area or former reservoir or former cropland, etc.).

## ANNEX 11: MINIMUM REQUIREMENTS FOR DESIGN AND CONSTRUCTION

## APPENDIX 1: GENERAL CRITERIA

1. **GENERALITIES**

The CONCESSIONAIRE must comply with all applicable national, sectorial and international norms, standards and regulations for design, construction and operation activities of the educational institutions detailed in Annex 10.

1. **LANDS**

The project will be executed on land allocated in the regions of Pasco, Cusco and Huancavelica.

**COAR Pasco**

The land has an area of 31,739.42 m2 on which the CONCESSIONAIRE must project its design proposal, respecting the intangibility of the marginal strip of the Chontabamba River and the rights of way.

**COAR Cusco**

The land has an area of 21,683.44 m2 on which the CONCESSIONAIRE must project its design proposal, respecting the intangibility of the marginal strip of the Queymopata Creek, electrical easements, and rights of way.

In addition, a natural irrigation canal is planned within the property, which is used by the community to irrigate the land adjacent to the COAR property. In this regard, the CONCESSIONAIRE must include them in its design and implement safety measures for student protection at its own cost.

**COAR Huancavelica**

The land has an area of 36,000.00 m2 on which the CONCESSIONAIRE must project its design proposal, complying with the intangibility of the Ichu River's marginal strip, electrical easements, rights of way and setbacks recommended by the risk assessment studies.

1. **TECHNICAL-CONSTRUCTIVE PROPOSAL**

The construction-structural system to be used for the execution of the Project shall be proposed by the CONCESSIONAIRE, who shall be responsible for the adequacy of the preliminary design.

The Project must consider at least what is indicated in appendices 2 to 6 of the present annexes:

* Appendix 2: Comfort levels (Hygrothermal comfort, acoustic comfort and lighting comfort).
* Appendix 3: Architectural program and considerations.
* Appendix 4: Furniture requirements.
* Appendix 5: Sports equipment requirements.
* Appendix 6: Technological equipment requirements.

## ANNEX 11: MINIMUM REQUIREMENTS FOR DESIGN AND CONSTRUCTION

## APPENDIX 2: COMFORT LEVELS

1. **COAR COMFORT VARIABLES**

The comfort levels that will be required in the educational institutions are as follows:

* Lighting comfort
* Hygrothermal comfort
* Acoustic comfort

1. **LIGHTING COMFORT**

For the operation step, the degrees of lighting comfort that will be required in the COAR environments refer to the minimum average illuminance per environment measured in lux (Lx) and the minimum color rendering measured through the Color Rendering Index (CRI). Additionally, the environments in which natural lighting control is required that may affect lighting comfort, using curtains, blackouts or other means, are defined.

Table 1: Lighting comfort values established for each COAR environment.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Zone | Environment | Minimum average illuminance (Lx) | Minimum color yield (CRI) | Daylighting control |
| Academic | Classrooms | 500 | 80-90 | Yes |
| Classroom expansion area | 300 | 80-90 | No |
| Chemistry Laboratory | 500 | 80-90 | Yes |
| Physics Laboratory | 500 | 80-90 | Yes |
| Biology Laboratory | 500 | 80-90 | Yes |
| Robotics Laboratory | 500 | 80-90 | Yes |
| Pedagogical Management Office | 300 | 80-90 | Yes |
| Teachers' room | 300 | 80-90 | Yes |
| Assistant's room | 300 | 80-90 | Yes |
| Materials storage room | 100 | 70-80 | No |
| Archive and photocopying | 200 | 80-90 | No |
| Sanitary facilities | 150 | 70-80 | No |
| Cleaning warehouse | 100 | 70-80 | No |
| Garbage storage | 100 | 70-80 | No |
| Hallways and corridors | 150 | 70-80 | No |
| Stairs | 150 | 70-80 | No |
| Lobby | 150 | 70-80 | No |
| Socialization area | 50 | <70 | No |
| Artistic Expression | Art atelier | 750 | 90-100 | Yes |
| Art atelier warehouse | 100 | 70-80 | No |
| Music atelier | 500 | 80-90 | Yes |
| Music atelier warehouse | 100 | 70-80 | No |
| Sanitary facilities | 150 | 70-80 | No |
| Cleaning depot | 100 | 70-80 | No |
| Garbage storage | 100 | 70-80 | No |
| Hallways and corridors | 150 | 70-80 | No |
| Stairs | 150 | 70-80 | No |
| Lobby | 150 | 70-80 | No |
| Residence | Rooms | 150 | 80-90 | Yes |
| Bathroom and laundry | 150 | 70-80 | No |
| Monitoring station | 300 | 80-90 | Yes |
| Television room | 200 | 80-90 | Yes |
| Residential SUM | 300 | 80-90 | Yes |
| Sanitary facilities | 150 | 70-80 | No |
| Cleaning tank | 100 | 70-80 | No |
| Garbage storage | 100 | 70-80 | No |
| Expansion area (light roof) | 50 | <70 | No |
| Library | Entrance hall | 300 | 70-80 | No |
| Innovation classroom | 500 | 80-90 | Yes |
| Innovation project room | 500 | 80-90 | Yes |
| Service areas | 300 | 80-90 | No |
| Warehouse and preparation and maintenance office | 300 | 80-90 | No |
| Open shelving | 300 | 80-90 | Yes |
| Formal reading room | 500 | 80-90 | Yes |
| Informal reading room | 300 | 80-90 | No |
| Expansion of informal reading room | 300 | 80-90 | No |
| Computer and audiovisual resource room | 500 | 80-90 | Yes |
| Group study cubicles | 500 | 80-90 | Yes |
| Sanitary facilities | 150 | 70-80 | No |
| Cleaning storage room | 100 | 70-80 | No |
| Garbage storage | 100 | 70-80 | No |
| Student Welfare Office | Office of Integral Welfare and Student Development | 300 | 80-90 | Yes |
| Work area | 400 | 80-90 | No |
| Personalized attention cubicles | 400 | 80-90 | No |
| Triage | 500 | 90-100 | No |
| Triage deposit | 100 | 70-80 | No |
| Sanitary facilities | 150 | 70-80 | No |
| Direction | General Management Office | 300 | 80-90 | No |
| Reception room | 300 | 80-90 | No |
| Parent care room | 300 | 80-90 | No |
| Filing and photocopying | 200 | 80-90 | No |
| Sanitary facilities | 150 | 70-80 | No |
| Administration | Administration Office | 300 | 80-90 | No |
| Filing and photocopying | 200 | 80-90 | No |
| Technical support office | 300 | 80-90 | No |
| Data center | 300 | 80-90 | No |
| Security office | 300 | 80-90 | No |
| CCTV room | 300 | 80-90 | No |
| Sanitary facilities | 150 | 70-80 | No |
| Cleaning warehouse | 100 | 70-80 | No |
| Garbage storage | 100 | 70-80 | No |
| Dining room | Dining room | 300 | 80-90 | No |
| Dining room storage | 100 | 70-80 | No |
| Kitchen | 500 | 80-90 | No |
| Sanitary facilities | 150 | 70-80 | No |
| Staff dressing rooms | 150 | 70-80 | No |
| Cleaning tank | 100 | 70-80 | No |
| Garbage storage | 100 | 70-80 | No |
| Expansion area | 50 | <70 | No |
| Expansion area | 50 | <70 | No |
| Sports Center | Multi-sports court | 500 | 70-80 | No |
| Perimeter area Sports center | 500 | 70-80 | No |
| Stand | 500 | 70-80 | No |
| Stage | 700 | 80-90 | No |
| Gymnasium | 500 | 70-80 | No |
| Training room | 500 | 70-80 | No |
| First aid area | 500 | 90-100 | Yes |
| Teachers' room | 300 | 80-90 | No |
| Material storage rooms | 100 | 70-80 | No |
| Sanitary facilities | 150 | 70-80 | No |
| Dressing rooms | 150 | 70-80 | No |
| Rehearsal room | 300 | 80-90 | No |
| Control cabin | 200 | 80-90 | No |
| Multipurpose grounds | 150 | 70-80 | No |
| Multipurpose grounds corridor | 150 | 70-80 | No |
| Cleaning Warehouse | 100 | 70-80 | No |
| Garbage Warehouse | 100 | 70-80 | No |
| Swimming pool | Semi-Olympic swimming pool | 500 | 70-80 | No |
| Swimming pool corridor | 500 | 70-80 | No |
| Stand | 500 | 70-80 | No |
| Pre-pool showers | 100 | 70-80 | No |
| Machine and pump room | 200 | 70-80 | No |
| Fuel tank | 100 | 70-80 | No |
| Laundry | Laundry | 300 | 80-90 | No |
| Various | Warehouse | 100 | 70-80 | No |
| Storage rooms | 100 | 70-80 | No |
| Maintenance shop | 200 | 70-80 | No |
| Tanks | 200 | 70-80 | No |
| Pump and machine room | 200 | 70-80 | No |
| Electrical substation | 200 | 70-80 | No |
| Generating set | 200 | 70-80 | No |
| Boilers | 200 | 70-80 | No |
| Electrical panels | 200 | 70-80 | No |
| Safety control | 200 | 70-80 | No |
| Sanitary facilities | 150 | 70-80 | No |
| Dressing rooms | 150 | 80-90 | No |
| Garden and green areas | 50 | <70 | No |

Source: Standard, U. N. E. (2011). 12.464-1. EM.110 RNE.

1. **HYGROTHERMAL COMFORT**

For the design and operation step, the degrees of hygrothermal comfort that will be required in the COAR environments will be measured through the values of a temperature range measured in degrees Celsius (°C) and a relative humidity range measured in percentage (%).

Table 2: Hygrothermal comfort values established for each COAR environment.

| **Zone** | **Environment** | **Temperature range**  **(°C)** | **Relative humidity range dry climates (%)** | **Relative humidity range humid climates (%)** | **Schedule** |
| --- | --- | --- | --- | --- | --- |
| **Academic** | Classrooms | 18 - 24 | 30 - 70 | 30 - 80 | 8:00 – 20:00 |
| Chemistry Laboratory | 18 - 24 | 30 - 70 | 30 - 80 | 8:00 – 20:00 |
| Physics Laboratory | 18 - 24 | 30 - 70 | 30 - 80 | 8:00 – 20:00 |
| Biology Laboratory | 18 - 24 | 30 - 70 | 30 - 80 | 8:00 – 20:00 |
| Robotics Laboratory | 18 - 24 | 30 - 70 | 30 - 80 | 8:00 – 20:00 |
| **Residence** | Rooms | 18 - 24 | 30 - 70 | 30 - 80 | 19:00 – 7:00 |
| **Swimming pool (\*)** | Semi-Olympic swimming pool | 26 - 32 | 30 - 80 | 30 - 80 | 8:00 – 22:00 |
| Grandstand | 26 - 32 | 30 – 80 | 30 – 80 | 8:00 – 22:00 |

Source: ASHRAE, A. (2004). Standard 55-2004, Thermal Environmental Conditions for Human occupancy, atlanta: American Society of Heating, Refrigerating, and Air-conditioning Engineers. Inc., USA.

(\*) The requirement of hours of hygrothermal comfort for swimming pools may be subject to a shorter schedule according to the use requested by the GRANTOR.

1. **ACOUSTIC COMFORT**

For the design and operation step, the acoustic comfort levels that will be required in the COAR environments will be measured through the values of the optimal level (dBA).

Table 3: Acoustic comfort values established for each COAR environment.

| **Zone** | **Environment** | **Optimum level (dBA)** |
| --- | --- | --- |
| **Academic** | Classrooms | 40 to 45 |
| Classroom expansion area | 50 to 60 |
| Chemistry Laboratory | 40 to 45 |
| Physics Laboratory | 40 to 45 |
| Biology Laboratory | 40 to 45 |
| Robotics Laboratory | 40 to 45 |
| Pedagogical Direction and Coordination Office | 45 to 50 |
| Teachers' lounge | 45 to 50 |
| Auxiliary room | 45 to 50 |
| Materials storage room | 60 to 70 |
| Archive and photocopying | 60 to 70 |
| Sanitary facilities | 60 to 70 |
| Cleaning room | 60 to 70 |
| Garbage storage | 60 to 70 |
| **Corporal Expression** | Art atelier | 45 to 50 |
| Art atelier warehouse | 60 to 70 |
| Music atelier | 35 to 40 |
| Music atelier warehouse | 60 to 70 |
| Sanitary facilities | 60 to 70 |
| Cleaning depot | 60 to 70 |
| Garbage storage | 60 to 70 |
| **Residence** | Rooms | 30 to 40 |
| Toilets and linen | 60 to 70 |
| Monitoring station | 30 to 40 |
| Television room | 30 to 40 |
| Residential SUM | 50 to 60 |
| Sanitary facilities | 60 to 70 |
| Cleaning tank | 60 to 70 |
| Garbage storage | 60 to 70 |
| **Library** | Entrance hall | 35 to 40 |
| Innovation classroom | 35 to 40 |
| Innovation project room | 35 to 40 |
| Warehouse and preparation and maintenance office | 60 to 70 |
| Open shelving | 35 to 40 |
| Formal reading room | 35 to 40 |
| Informal reading room | 35 to 40 |
| Expansion of informal reading room | 35 to 40 |
| Computer and audiovisual resource room | 35 to 40 |
| Group study cubicles | 35 to 40 |
| Sanitary facilities | 60 to 70 |
| Cleaning room | 60 to 70 |
| Cleaning room | 60 to70 |
| Garbage storage | 60 to 70 |
| **Well-being and development** | Office of Integral Welfare and Student Development | 45 to 50 |
| Work area | 45 to 50 |
| Personalized attention cubicles | 45 to 50 |
| Triage | 45 to 50 |
| Triage warehouse | 60 to 70 |
| Sanitary facilities | 60 to 70 |
| Cleaning warehouse | 60 to 70 |
| Garbage warehouse | 60 to 70 |
| **Direction** | General Management Office | 45 to 50 |
| Reception room | 45 to 50 |
| Archive and photocopying | 60 to 70 |
| Sanitary facilities | 60 to 70 |
| **Administration** | Administration office | 45 to 50 |
| Parent care room | 45 to 50 |
| Parent care waiting room | 45 to 50 |
| Filing and photocopying | 60 to 70 |
| Technical support office and help desk | 45 to 50 |
| Data center | 45 to 50 |
| Security office | 45 to 50 |
| CCTV room | 45 to 50 |
| Sanitary facilities | 60 to 70 |
| Cleaning depot | 60 to 70 |
| Garbage storage | 60 to 70 |
| **Dining room** | Dining room | 50 to 60 |
| Dining room storeroom | 60 to 70 |
| Dining room | 50 to 60 |
| Kitchen | 50 to 60 |
| Cleaning tank | 60 to 70 |
| Garbage storage | 60 to 70 |
| Sanitary facilities | 60 to 70 |
| Personal dressing rooms | 60 to 70 |
| **Sports Center** | Sports field | 50 to 60 |
| Perimeter area of the field | 50 to 60 |
| Stand | 50 to 60 |
| Scenario | 50 to 60 |
| Gymnasium | 50 to 60 |
| First aid area | 60 to 70 |
| Teachers' room | 45 to 50 |
| Sports equipment storage | 60 to 70 |
| Sanitary facilities | 60 to 70 |
| Dressing rooms | 60 to 70 |
| Rehearsal room | 35 to 40 |
| Dressing room | 60 to 70 |
| Control cabin | 50 to 60 |
| **Swimming pool** | Swimming pool | 50 to 60 |
| **Laundry** | Laundry | 60 to 70 |
| **Various** | Storage | 60 to 70 |
| Warehouses | 60 to 70 |
| Maintenance atelier | 60 to 70 |
| Tanks | - |
| Machine and pump room | - |
| Electrical substation | - |
| Generating set | - |
| Boilers | - |
| Panel room | - |
| Access control and security | - |
| Sanitary facilities | 60 to 70 |
| Dressing rooms | 60 to 70 |
| Staff dining room general services | - |

Source: Technical Standard Design Criteria for High-Performance Schools 2019.

## ANNEX 11: MINIMUM REQUIREMENTS FOR DESIGN AND CONSTRUCTION

## APPENDIX 3: ARCHITECTURAL PROGRAM AND CONSIDERATIONS

1. The Concessionaire shall consider as a minimum the environments listed below.

| **ENVIRONMENTS** | | | | | **QUANTITY** | **REFERENCE AREA (M2)** | **SUBTOTAL (M2)** | **TOTAL (M2)** | **EXTERIOR AREA (M2)** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **BASICS** | **TYPE A** | **Classrooms** | Classrooms | 12 | 60.00 | 720.00 |  |  |
| Expansion with light coverage | 1 | 180.00 | - | 180.00 |
| **TYPE C** | **Laboratories** | Chemistry | 1 | 120.00 | 120.00 |  |
| Physics | 1 | 120.00 | 120.00 |
| Biology | 1 | 120.00 | 120.00 |
| Robotics | 1 | 120.00 | 120.00 |
| **COMPLEMENTARY** | | **Pedagogical Management** | Pedagogical Director | 1 | 15.00 | 15.00 |  |
| Teachers' room | 1 | 120.00 | 120.00 |
| Auxiliary room | 1 | 10.00 | 10.00 |
| Materials storage room | 1 | 20.00 | 20.00 |
| Archive and photocopying | 1 | 15.00 | 15.00 |
| **Sanitary facilities** | Student Sanitary facilities | 2 | 45.00 | 90.00 |
| Sanitary facilities Teaching staff (could be people with disabilities) | 1 | 5.00 | 5.00 |
| Sanitary facilities Male teaching staff | 1 | 9.50 | 9.50 |
| Sanitary facilities Female teaching staff | 1 | 7.00 | 7.00 |
| Cleaning room | 2 | 2.00 | 4.00 |
| Dump | 2 | 2.00 | 4.00 |
|  | |  | Socialization area | 1 | 1,400.00 | - |  | 1,400.00 |
| **TOTAL ACADEMIC AREA** | | | | | | | **1,499.50** |  |
| **ARTISTIC EXPRESSION** | **BASICS** | **TYPE C** | Art Atelier | | 1 | 120.00 | 120.00 |  |  |
| Art atelier warehouse | | 1 | 30.00 | 30.00 |
| **TYPE D** | Music atelier | | 1 | 120.00 | 120.00 |
| Music atelier warehouse | | 1 | 60.00 | 60.00 |
| **COMPLEMENTARY** | | Sanitary facilities Students | | 1 | 30.00 | 30.00 |
| Sanitary facilities Staff (incl. Disabled Persons) | | 1 | 5.00 | 5.00 |
| Cleaning room | | 1 | 2.00 | 2.00 |
| Dump | | 1 | 2.00 | 2.00 |
| **TOTAL AREA ARTISTIC EXPRESSION** | | | | | | | **369.00** |  |
| **LIBRARY OR RESOURCE CENTER** | **BASICS** | **TYPE B** | **Library** | Entrance hall | 1 | 30.00 | 30.00 |  |  |
| Service area | 1 | 15.00 | 15.00 |
| Warehouse and preparation and maintenance office | 1 | 30.00 | 30.00 |
| Open shelving (book area) | 1 | 200.00 | 200.00 |
| Formal reading room | 1 | 125.00 | 125.00 |
| Informal reading room | 1 | 65.00 | 65.00 |
| Expansion Informal reading room | 1 | 60.00 |  | 60.00 |
| Computer and audiovisual resource room | 1 | 35.00 | 35.00 |  |
| Group study cubicles | 4 | 10.00 | 40.00 |
| **Innovation Area** | Pedagogical innovation classrooms | 2 | 75.00 | 150.00 |
| Innovation project room | 5 | 20.00 | 100.00 |
| **COMPLEMENTARY** | | Sanitary facilities | Sanitary facilities Student |  | 35.00 | 35.00 |  |  |
| Sanitary facilities Staff (inc. People with disabilities) | 1 | 5.00 | 5.00 |
| Cleaning room | 1 | 2.00 | 2.00 |
| Dump | 1 | 2.00 | 2.00 |
| **TOTAL LIBRARY OR RESOURCE CENTER AREA** | | | | | | | **834.00** |  |
|  | **BASICS** | **TYPE E** | **Multipurpose grounds** | Basketball | 2 | 608.00 | - |  | 1,216.00 |
| Ground corridor | 2 | 280.00 | - | 560.00 |
| **Sports Center** | Sports field | 1 | 608.00 | 608.00 |  |
| Perimeter area of the court (corridor) | 1 | 270.00 | 270.00 |
| stand | 1 | 175.00 | 175.00 |
| Scenario | 1 | 100.00 | 100.00 |
| Gymnasium | 1 | 100.00 | 100.00 |
| First aid area | 1 | 16.00 | 16.00 |
| Teachers' room (inc. restrooms) | 1 | 20.00 | 20.00 |
| Rehearsal room | 1 | 80.00 | 80.00 |
| Dressing room | 1 | 60.00 | 60.00 |
| Control cabin | 1 | 9.00 | 9.00 |
| **COMPLEMENTARY** | |  | Sanitary facilities Student | 1 | 25.00 | 25.00 |  |  |
| Sanitary facilities for Public Attendant | 1 | 30.00 | 30.00 |
| Men's dressing rooms | 1 | 36.00 | 36.00 |
| Women's dressing rooms | 1 | 36.00 | 36.00 |
| Changing rooms and toilets for people with disabilities | 2 | 6.00 | 12.00 |
| Cleaning room | 1 | 2.00 | 2.00 |
| Dump | 1 | 2.00 | 2.00 |
| Sports equipment storage 1 | 1 | 30.00 | 30.00 |
| Sports equipment storage room 2 | 1 | 60.00 | 60.00 |
| **SPORTS CENTER** | | | | | | 1,671.00 |  |  |
| **BASICS** | **TYPE E** | **Swimming pool** | Pool glass | 1 | 312.50 | 312.50 |  |  |
| External bands | 1 | 215.50 | 215.50 |
| stand | 1 | 175.00 | 175.00 |
| Pre-pool shower | 1 | 6.00 | 6.00 |
| Machine and pump room | 1 | 40.00 | 40.00 |
| Fuel tank | 1 | 30.00 | 30.00 |
| **SWIMMING POOL** | | | | | | 779.00 |  |  |
| **TOTAL SPORTS AREA** | | | | | | | **2,450.00** |  |
| **STUDENT WELFARE AND DEVELOPMENT** | **COMPLEMENTARY** | | **Student Welfare Office** | Director of Integral Welfare and Student Development | 1 | 15.00 | 15.00 |  |  |
| Work area | 1 | 55.00 | 55.00 |
| Personalized attention cubicles | 2 | 10.00 | 20.00 |
| Triage (inc. Sanitary facilities) | 1 | 30.00 | 30.00 |
| Triage warehouse | 1 | 10.00 | 10.00 |
| Staff Sanitary facilities for men | 1 | 4.00 | 4.00 |
| Staff Sanitary facilities for women | 1 | 4.00 | 4.00 |
| Cleaning room | 1 | 2.00 | 2.00 |
| Dump | 1 | 2.00 | 2.00 |
| **STUDENT WELFARE OFFICE** | | | | | | 142.00 |  |  |
| **COMPLEMENTARY** | | **Student Residence** | Rooms for people without disabilities (\*) | 74 / 59 | 32.00 / 37.00 | 2,368.00 / 2,183.00 |  |  |
| Rooms for people with disabilities | 2 | 32.00 | 64.00 |
| Sanitary facilities Rooms for people without disabilities (\*) | 74 / 59 | 13.35 / 17.50 | 987.90 / 1,032.50 |
| Sanitary facilities Rooms for people with disabilities | 2 | 17.50 | 35.00 |
| Monitor station (inc. toilet facilities) | 4 | 7.50 | 30.00 |
| TV room | 2 | 20.00 | 40.00 |
| Residential SUM | 1 | 260.00 | 260.00 |
| Cleaning deposit | 2 | 4.00 | 8.00 |
| Men's common sanitary facilities | 1 | 12.00 | 12.00 |
| Women's common sanitary facilities | 1 | 12.00 | 12.00 |
| Cleaning room | 1 | 2.00 | 2.00 |
| Dump | 1 | 2.00 | 2.00 |
| Expansion area | 1 | 335.00 |  |  | 335.00 |
| **STUDENT RESIDENCE** | | | | | | 3,820.90 |  |  |
|  | |  | Dining room (table area) | 1 | 280.00 | 280.00 |  |  |
| Dining room storage | 1 | 20.00 | 20.00 |
| Kitchen (inc. storeroom) | 1 | 165.00 | 165.00 |
| Cleaning warehouse | 1 | 4.00 | 4.00 |
| Temporary garbage storage | 1 | 6.00 | 6.00 |
| Sanitary facilities men Staff | 1 | 4.00 | 4.00 |
| Sanitary facilities Female staff | 1 | 4.00 | 4.00 |
| Men's staff dressing rooms | 1 | 10.00 | 10.00 |
| Women's staff dressing rooms | 1 | 10.00 | 10.00 |
| Sanitary facilities Students, teachers and administrative staff | 1 | 45.00 | 45.00 |
| Cleaning room | 1 | 2.00 | 2.00 |
| Dump | 1 | 2.00 | 2.00 |
| Expansion area | 1 | 1,225.00 |  |  | 1,225.00 |
| Expansion area | 1 | 700.00 |  |  | 700.00 |
| **DINING ROOM** | | | | | | 552.00 |  |  |
| **COMPLEM.** | | **Laundry** | | 1 | 170 | 170.00 |  |  |
| **LAUNDRY** | | | | | | 170.00 |  |  |
| **TOTAL STUDENT WELFARE AND DEVELOPMENT AREA** | | | | | | | **4,684.90** |  |
| **ADMINISTRATIVE MANAGEMENT** | **COMPLEMENTARY** | | **General Management** | General Manager (inc. Meeting space) | 1 | 18.50 | 18.50 |  |  |
| Reception room | 1 | 10.00 | 10.00 |
| Archive and photocopying | 1 | 15.00 | 15.00 |
| Sanitary facilities Director | 1 | 4.00 | 4.00 |
| **GENERAL MANAGEMENT** | | | | | | 47.50 |  |  |
| **COMPLEMENTARY** | | **Administration** | Administration office | 1 | 10.00 | 10.00 |  |  |
| Parent care room | 1 | 20.00 | 20.00 |
| Parent waiting room (inc. restrooms) | 1 | 15.00 | 15.00 |
| Technical support office and help desk (inc. laptop storage) | 1 | 30.00 | 30.00 |
| Data center (servers) | 1 | 20.00 | 20.00 |
| Filing and photocopying | 1 | 15.00 | 15.00 |
| Security office (inc. restrooms) | 1 | 10.00 | 10.00 |
| CCTV room | 1 | 15.00 | 15.00 |
| Staff Sanitary facilities | 1 | 4.00 | 4.00 |
| Cleaning room | 1 | 2.00 | 2.00 |
| Dump | 1 | 2.00 | 2.00 |
| **ADMINISTRATION** | | | | | | 143.00 |  |  |
| **TOTAL ADMINISTRATIVE MANAGEMENT AREA** | | | | | | | **190.50** |  |
| **GENERAL SERVICES** | **COMPLEMENTA-RY** | | Gardening tank | | 1 | 20.00 | 20.00 |  |  |
| Cleaning tank | | 1 | 30.00 | 30.00 |
| Garbage storage | | 1 | 30.00 | 30.00 |
| General warehouse | | 1 | 60.00 | 60.00 |
| Logistics material warehouse | | 1 | 40.00 | 40.00 |
| Staff canteen | | 1 | 30.00 | 30.00 |
| Maintenance atelier | | 1 | 50.00 | 50.00 |
| Pump room | | 1 | 30.00 | 30.00 |
| Domestic water tank |  | 1 | 100.00 | 100.00 |  |  |
| Fire water tank |  | 1 | 60.00 | 60.00 |
| Electrical substation |  | 1 | 40.00 | 40.00 |
| Generating set | | 1 | 40.00 | 40.00 |  |  |
| Panel room | | 1 | 20.00 | 20.00 |
| Access control and security | | 2 | 12.00 | 24.00 |
| Sanitary facilities for men staff | | 1 | 4.00 | 4.00 |
| Sanitary facilities for women staff | | 1 | 4.00 | 4.00 |
| Men's dressing rooms | | 1 | 12.00 | 12.00 |
| Women's dressing rooms | | 1 | 12.00 | 12.00 |
| **TOTAL GENERAL SERVICES AREA** | | | | | | | **606.00** |  |
|  |  |  |  |  |  |  |  |  |  |
| **REFERENTIAL AREA** | | | | | | | | **10,633.90** |  |
| **40% CIRCULATIONS AND REFERENTIAL WALLS** | | | | | | | | **4,4253.56** |  |
| **REFERENTIAL NET ROOFED AREA** | | | | | | | | **14,887.50** |  |

(\*) For the purposes of calculating the architectural program, option 1 of 04 students per housing unit has been considered.

1. The following are some details for the following environments:
2. **ACADEMIC ZONE**

The Academic area must also include a space for socializing (without roofing).

The laboratories must include sanitary hot water in the sinks (with the exception of the robotics laboratory).

The 12 classrooms and 04 laboratories must be air-conditioned to meet thermal comfort conditions.

Forced ventilation will be provided in laboratories and, if necessary, in the restrooms, dressing rooms, and garbage storage areas.

1. **SPORTS AREA**

**Multipurpose grounds**

Multipurpose grounds must be protected with a covering that meets the climatic characteristics of the area and the applicable regulations in force.

**Sports Center and Swimming Pool**

The showers for these environments must have sanitary hot water.

The water in the pool tank and the pool environment must be air-conditioned to meet thermal comfort conditions.

1. **DINING AREA**

Showers in dressing rooms and laundry rooms in kitchens must be equipped with hot water.

1. **RESIDENTIAL ZONE**

**Rooms**

The design of the rooms must consider the coexistence of 04 or 05 students per room unit, making a total of 74 or 59 rooms respectively, and 2 rooms for people with disabilities. Likewise, the showers and sinks in the restrooms must have hot water.

The rooms must be air-conditioned to meet thermal comfort conditions.

Number of rooms in COARs

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Option 1** | | **Option 2** | |
| **4 students per room** | | **5 students per room** | |
| Rooms for people without disabilities  (room area of 32.00 m2 , and sanitary facilities + clothesline of 13.35 m2 ) | Rooms for people with disabilities  (32.00 m2 of living area, and sanitary facilities + 17.50 m2 of clothesline) (i) | Rooms for people without disabilities  (room area of 37.00 m2 , and sanitary facilities + 17.50 m2 of clothesline) | Rooms for people with disabilities  (32.00 m2 of living area, and sanitary facilities + 17.50 m2 of clothesline) (i) |
| Quantity | 74 | 2 (one per gender) | 59 | 2 (one per gender) |
| Maximum Capacity of people | 296 | 6 | 295 | 6 |
| Total Maximum Capacity of people | 302 | | 301 | |
| Partial area of rooms | 2 368.00 m2 | 64.00 m2 | 2 183.00 m2 | 64.00 m2 |
| Partial area of toilets + laundry room | 987.90 m2 | 35.00 m2 | 1 032.5 m2 | 35.00 m2 |
| Total area of rooms | 2 432.00 m2 | | 2 247 m2 | |
| Total area of sanitary facilities + laundry | 1 022.90 m2 | | 1 067.5 m2 | |

1. It is established that the area of the sanitary facilities and the clothesline add up to 17.50 m2, considering the modification of Rule A.120 of the RNE, made by Supreme Decree No. 072-2019-VIVIENDA (the toilet cubicle, as well as the shower have additional provisions or precisions, which lead to an increase of area in the sanitary facilities for the rooms of people with disabilities, in relation to what is indicated in the NT COAR in force).
2. **OUTSIDE AREAS**

The design must consider the dimensioning of circulations, ramps, stairs, among others, so that they allow horizontal and vertical displacement, and can serve as means of evacuation, recreation and/or socialization.

The protection of environments such as patios, extensions of environments, exterior circulations, among others, must be considered, as long as they comply with the safety and accessibility conditions indicated in the RNE.

Outdoor areas must provide for the possibility of mass meetings for the COAR community (teachers, students and others).

The outdoor area design must consider the installation of lighting with solar luminaries or other renewable energy system.

Outdoor areas should provide for the following:

**COURTYARDS AND SIDEWALKS**

The design should include courtyards for the following areas: academic area, artistic expression area, student welfare and development area.

In the courtyards and/or sidewalks, elements such as benches, benches and/or planters should be provided to facilitate activities such as meetings, study and rest.

**GREEN AREAS**

The vegetation must respond to the climatic characteristics of the area where the land is located; endemic or native vegetation must be implemented.

**FREE AREAS**

In case the local government regulations do not specify it, a minimum free area of 60% of the land area must be considered for the design. However, according to the characteristics of the terrain, in the case of COAR Cusco, a smaller minimum free area will be acceptable.

1. **RISK MITIGATION**

Implement risk mitigation measures for COARs:

**COAR Pasco**

* Pluvial drainage system.
* Perimeter fence with part of a reinforced concrete retaining wall to prevent flooding.
* Elevation of the ground level by at least 0.60 cm.

**COAR Cusco**

* Pluvial drainage system.
* Perimeter fence with part of a reinforced concrete retaining wall to prevent debris flow.

**COAR Huancavelica**

* Pluvial drainage system.
* Perimeter drainage system (for the entire perimeter).
* Perimeter fence with part of a reinforced concrete retaining wall to prevent landslides and slides of the hillside.

1. **BASIC SERVICES**

In case there is no connection to the public water and sewage network for the COAR Cusco site, alternative systems of water supply and sewage discharge will be considered.

1. **ELECTRIC POWER GENERATION**

Installation of a grid-connected photovoltaic system, the photovoltaic system[[7]](#footnote-7) will provide energy equivalent to at least 10% of the total consumption. It will be connected to the general services panel and the surplus power will be limited so as not to be injected into the commercial power grid. The photovoltaic installations will be in harmony with the architectural design.

**ANNEX 11: MINIMUM REQUIREMENTS FOR DESIGN AND CONSTRUCTION**

**APPENDIX 4: FURNITURE REQUIREMENTS**

1. **LIST OF FURNITURE**

The following quantity and type of furniture shall be considered for each COAR in line with the Furniture Guide of the Educational Service Model for the Attention of High Performance Students: Guidelines and Technical Specifications, developed by DIGESE – MINEDU.

| **ENVIRONMENTS** | | **FURNITURE** | **UNIT** | **QUANTITY PER COAR** |
| --- | --- | --- | --- | --- |
| ACADEMIC ZONE | BIOLOGY LABORATORY | Student stool | unit | 25 |
| Laboratory table station (inc. sink) | unit | 5 |
| Laboratory table | unit | 5 |
| Teacher's chair | unit | 1 |
| Teacher's table | unit | 1 |
| Wall-mounted blackboard | unit | 1 |
| Mobile whiteboard | unit | 1 |
| Cabinet | unit | 2 |
| Showcase | unit | 6 |
| CHEMISTRY LABORATORY | Student stool | unit | 25 |
| Laboratory table station (inc. sink) | unit | 5 |
| Laboratory table | unit | 5 |
| Teacher's chair | unit | 1 |
| Teacher's table | unit | 1 |
| Wall-mounted blackboard | unit | 1 |
| Mobile whiteboard | unit | 1 |
| Cabinet | unit | 2 |
| Showcase | unit | 6 |
| PHYSICS LABORATORY | Student stool | unit | 25 |
| Laboratory table station (inc. sink) | unit | 5 |
| Laboratory table | unit | 5 |
| Teacher's chair | unit | 1 |
| Teacher's table | unit | 1 |
| Wall-mounted blackboard | unit | 1 |
| Mobile whiteboard | unit | 1 |
| Cabinet | unit | 2 |
| Showcase | unit | 2 |
| ROBOTICS LABORATORY | Student stool | unit | 25 |
| Mobile lab table | unit | 10 |
| Robotics board | unit | 5 |
| Teaching chair | unit | 1 |
| Teaching table | unit | 1 |
| Wall-mounted whiteboard | unit | 1 |
| Mobile whiteboard | unit | 1 |
| Cabinet | unit | 5 |
| CLASSROOMS | Student chair | unit | 300 |
| Student table | unit | 300 |
| Teacher chair | unit | 12 |
| Teacher's table | unit | 12 |
| Wall blackboard | unit | 12 |
| Mobile whiteboard | unit | 12 |
| Cabinet | unit | 24 |
| Lockers (outside) | unit | 34 |
| EDUCATIONAL MANAGEMENT | Linear desk | unit | 2 |
| Swivel chair | unit | 2 |
| Cupboard 02 doors | unit | 1 |
| Stackable chair | unit | 2 |
| Modular table (4 people) | unit | 1 |
| TEACHERS' LOUNGE | Linear desk | unit | 8 |
| Swivel chair | unit | 8 |
| Stackable chair | unit | 10 |
| Modular sofa | unit | 6 |
| Modular table (10 people) | unit | 1 |
| Cupboard 02 doors | unit | 8 |
| Kitchenette unit | unit | 1 |
| AUXILIARY ROOM | Linear desk | unit | 2 |
| Swivel chair | unit | 2 |
| Cupboard 02 doors | unit | 2 |
| MATERIALS STORAGE | Cupboard 02 doors | unit | 2 |
| Shelf type 1 | unit | 8 |
| ARCHIVING AND PHOTOCOPYING | Shelf type 1 | unit | 4 |
| ARTISTIC EXPRESSION ZONE | ART ATELIER | Student stool | unit | 25 |
| Work table | unit | 25 |
| Teaching chair | unit | 1 |
| Teacher's table | unit | 1 |
| Wall blackboard | unit | 1 |
| Mobile whiteboard | unit | 1 |
| Cabinet | unit | 2 |
| Fixed woodwork (open shelf) | unit | 1 |
| MUSIC ATELIER | Student chair | unit | 25 |
| Retractable lectern | unit | 25 |
| Teaching chair | unit | 1 |
| Teaching table | unit | 1 |
| Wall-mounted whiteboard | unit | 1 |
| Mobile whiteboard | unit | 1 |
| Cabinet | unit | 2 |
| Fixed woodwork (open shelf) | unit | 1 |
| WAREHOUSE OF MUSICAL INSTRUMENTS | Cabinet 02 doors | unit | 1 |
| Shelf type 2 | unit | 3 |
| LIBRARY OR RESOURCE CENTER AREA | INNOVATION CLASSROOM | Student chair | unit | 50 |
| Computer table | unit | 50 |
| Teaching chair | unit | 2 |
| Teaching table | unit | 2 |
| Blackboard wall | unit | 2 |
| INNOVATION PROJECT ROOM | Student chair | unit | 30 |
| Modular table | unit | 30 |
| Mobile blackboard | unit | 5 |
| OPEN SHELVING | Shelf type 1 (exhibition) | unit | 5 |
| Shelf type 2 (storage) | unit | 15 |
| Shelf type 3 (storage) | unit | 15 |
| CUSTOMER SERVICE AREA | Swivel chair | unit | 1 |
| Fixed carpentry (service table) | unit | 1 |
| Fixed carpentry | unit | 1 |
| WAREHOUSE AND PREPARATION AND MAINTENANCE OFFICE | Linear desk | unit | 1 |
| Swivel chair | unit | 1 |
| Shelf type 1 | unit | 1 |
| FORMAL READING ROOM | Chair | unit | 24 |
| Group table | unit | 6 |
| INFORMAL READING ROOM | Modular sofa | unit | 12 |
| Modular pouf | unit | 12 |
| Coffee table | unit | 6 |
| GROUP STUDY CUBICLE | Chair | unit | 24 |
| Group table | unit | 4 |
| Wall blackboard | unit | 4 |
| COMPUTER AND AUDIOVISUAL RESOURCE ROOM | Chair | unit | 10 |
| Fixed carpentry (computer table) | unit | 10 |
| STUDENT WELFARE AND DEVELOPMENT ZONE | WORK AREA | Linear desk | unit | 5 |
| Swivel chair | unit | 5 |
| Stacking chair | unit | 4 |
| Modular table | unit | 1 |
| Cupboard 02 doors | unit | 2 |
| PERSONALIZED ATTENTION CUBICLE | Modular sofa | unit | 2 |
| Coffee table | unit | 1 |
| TRIAGE | Linear desk | unit | 1 |
| Swivel chair | unit | 1 |
| Stacking chair | unit | 1 |
| Cupboard 02 doors | unit | 1 |
| Metallic showcase | unit | 1 |
| TRIAGE DEPOSIT | Shelf type 1 | unit | 1 |
| ROOM | Bed | unit | 312 |
| Bedside table | unit | 312 |
| Closet residence | unit | 312 |
| Mattress | unit | 312 |
| MONITOR ROOM | Chair | unit | 4 |
| Group table | unit | 1 |
| Cupboard 02 doors | unit | 1 |
| MONITOR STATION | Swivel chair | unit | 4 |
| Cupboard 02 doors | unit | 4 |
| Mini kitchenette | unit | 4 |
| TV ROOM | Modular sofa | unit | 24 |
| RESIDENTIAL SUM | Modular sofa | unit | 24 |
| Modular pouf | unit | 24 |
| Coffee table | unit | 6 |
| High table | unit | 5 |
| High chair | unit | 20 |
| Fixed carpentry | unit | 1 |
| Soccer table | unit | 1 |
| Ping pong table | unit | 1 |
| DINING ROOM | Stacking chair | unit | 200 |
| Dining table | unit | 20 |
| Tray module | unit | 1 |
| Tray trolley | unit | 1 |
| ADMINISTRATIVE MANAGEMENT AREA | GENERAL MANAGEMENT OFFICE | Linear desk | unit | 1 |
| Swivel chair | unit | 1 |
| Cupboard 02 doors | unit | 2 |
| Modular table (4 people) | unit | 1 |
| Stackable chair | unit | 3 |
| Credenza | unit | 1 |
| RECEPTION ROOM | Linear desk | unit | 1 |
| Swivel chair | unit | 1 |
| Modular sofa 1 body | unit | 3 |
| ADMINISTRATION OFFICE | Linear desk | unit | 2 |
| Swivel chair | unit | 2 |
| Modular table (4 persons) | unit | 1 |
| Stackable chair | unit | 2 |
| Cupboard 02 doors | unit | 2 |
| Credenza | unit | 1 |
| PARENT CARE ROOM | Modular sofa 1 body | unit | 12 |
| Coffee table | unit | 2 |
| TECHNICAL SUPPORT AND HELP DESK | Linear desk | unit | 2 |
| Swivel chair | unit | 2 |
| Laptop cabinet | unit | 12 |
| Shelf type 1 | unit | 1 |
| Fixed woodwork | unit | 1 |
| SECURITY OFFICE | Linear desk | unit | 1 |
| Stacking chair | unit | 1 |
| Shelf type 2 | unit | 1 |
| SPORTS AREA | FIRST AID AREA | Linear desk | unit | 1 |
| Stackable chair | unit | 2 |
| TEACHERS' LOUNGE (PHYSICAL EDUCATION) | Linear desk | unit | 1 |
| Swivel chair | unit | 1 |
| Stacking chair | unit | 1 |
| Cupboard 02 doors | unit | 1 |
| DISABLED SPORTS DRESSING ROOMS | Wooden bench | unit | 4 |
| MEN'S SPORTS DRESSING ROOM | Wooden bench | unit | 2 |
| WOMEN'S SPORTS DRESSING ROOM | Wooden bench | unit | 2 |
| DRESSING ROOM STORAGE | Cupboard 02 doors | unit | 1 |
| Shelf type 2 | unit | 3 |
| CONTROL BOOTH | Linear desk | unit | 1 |
| Stackable chair | unit | 1 |
| GENERAL SERVICES AREA | LOGISTICS MATERIAL WAREHOUSE | Cupboard 02 doors | unit | 5 |
| Shelf type 2 | unit | 5 |
| GENERAL WAREHOUSE | Cupboard 02 doors | unit | 5 |
| Shelf type 2 | unit | 10 |
| MAINTENANCE ATELIER | Linear desk | unit | 1 |
| Swivel chair | unit | 1 |
| Shelf type 2 | unit | 2 |
| GARDENING WAREHOUSE | Shelf type 2 | unit | 1 |
| ACCESS CONTROL AND SECURITY | Linear desk | unit | 2 |
| Stacking chair | unit | 2 |
| MEN'S DRESSING ROOMS | Wooden bench | unit | 2 |
| WOMEN'S DRESSING ROOMS | Wooden bench | unit | 2 |

1. **TECHNICAL SPECIFICATIONS OF FURNITURE**

For the furniture to be implemented in the COARs, the Concessionaire must consider at least the technical design specifications established in the Furniture Guide of the Educational Service Model for the Attention of High Performance Students: Guidelines and Technical Specifications, developed by DIGESE – MINEDU.

## ANNEX 11: MINIMUM REQUIREMENTS FOR DESIGN AND CONSTRUCTION

## APPENDIX 5: SPORTS EQUIPMENT REQUIREMENTS

1. **LIST OF SPORTS EQUIPMENT**

The Concessionaire shall consider the following quantity and type of sports equipment for each COAR.

|  |  |  |  |
| --- | --- | --- | --- |
| ENVIRONMENT | SPORTS TEAMS | UNIT | QUANTITY PER COAR |
| SPORTS GROUNDS | Arcs of soccer + basketball backboard | par | 2 |
| Volleyball racks and net | unit | 1 |
| GYM / ATHLETICS / SWIMMING POOL | Weight island (capacity 10 pairs) | est | 1 |
| Set of 5 pairs of dumbbells | est | 1 |
| Multi-stationary machines | unit | 1 |
| Abdominal bench | unit | 1 |
| Multi-purpose reclining bench | unit | 1 |
| Leg extension machine | unit | 1 |
| Multiple Horizontal Bench | unit | 2 |
| Adjustable incline bench | unit | 1 |
| Deltoid and trapezius machines | unit | 1 |
| Adjustable horizontal bench | unit | 2 |
| High jump system | set | 1 |
| Olympic disc sets | unit | 2 |
| Professional Olympic barbell | set | 2 |
| Balance bar | unit | 1 |
| Floor running mat | unit | 1 |
| Fixed bar | unit | 1 |
| Parallel bar | unit | 1 |
| Pool Podiums | unit | 6 |
| False Start Pole Kit | set | 1 |
| Kit of poles for backstroke | set | 2 |
| SPORTS CENTER | Mats | unit | 12 |
| Flexaband | unit | 26 |
| Basketball backboard | par | 1 |
| Folding stand | est | 1 |
| Volleyball system | unit | 1 |
| Futsal arches | par | 1 |
| Pool lifts | unit | 7 |

## ANNEX 11: MINIMUM REQUIREMENTS FOR DESIGN AND CONSTRUCTION

## APPENDIX 6: TECHNOLOGICAL EQUIPMENT REQUIREMENTS

1. **LIST OF TECHNOLOGICAL EQUIPMENT**

The following quantity and type of technological equipment should be considered for each COAR in line with the Guide of Technological Resources of High-Performance Schools - COAR, prepared by DIGESE – MINEDU.

| **TYPE** | **TECHNOLOGICAL EQUIPMENT** | **UNIT** | **QUANTITY PER COAR** |
| --- | --- | --- | --- |
| **ITINERANT KIT** | Laptop computer (inc. Mouse) | unit | 346 |
| Scientific calculator | unit | 305 |
| Headset with microphone | unit | 343 |
| USB memory stick | unit | 346 |
| Multimedia projector + rack | unit | 18 |
| Standard sound system | unit | 18 |
| Multifunctional printer | unit | 4 |
| Voltage stabilizer | unit | 4 |
| Desktop computer (inc. mouse) | unit | 10 |
| UPS | unit | 10 |
| Video camera + microphone + memory | unit | 1 |
| Digital camera + memory | unit | 2 |
| Web camera | unit | 1 |
| Server (inc. Monitor, rack cabinet) | unit | 1 |
| Ecran | unit | 16 |
| Professional sound system | unit | 1 |
| SMART TV | unit | 4 |
| Interactive whiteboard + Ultra-short-throw projector | unit | 1 |
| Biometric equipment | unit | 1 |
| Bar code reader | unit | 1 |
| Robotics kit | unit | 7 |
| Microscope with integrated webcam | unit | 5 |
| **BIOLOGY SENSORS** | Electrocardiogram sensor | unit | 3 |
| Humidity sensor | unit | 3 |
| PH sensor | unit | 3 |
| CO2 sensor | unit | 3 |
| Pulse sensor | unit | 3 |
| Blood pressure sensor | unit | 3 |
| Interfaces | unit | 3 |
| Site software | unit | 1 |
| **CHEMISTRY SENSORS** | Conductivity sensor | unit | 3 |
| Water quality sensor (temperature, pH, dissolved oxygen and conductivity) | unit | 3 |
| Turbidity sensor | unit | 3 |
| Photometric sensor | unit | 3 |
| Ion sensor (iometer) | unit | 3 |
| Ethanol sensor | unit | 3 |
| ORP sensor | unit | 3 |
| Interfaces | unit | 3 |
| Site software | unit | 1 |
| **CHEMISTRY SENSORS** | Temperature sensor | unit | 3 |
| Force sensor | unit | 3 |
| Infrared light sensor | unit | 3 |
| Photo door sensor | unit | 3 |
| Sound sensor | unit | 3 |
| Colorimeter sensor | unit | 3 |
| Oxygen gas sensor | unit | 3 |
| Light sensor | unit | 3 |
| Voltage sensor | unit | 3 |
| Current sensor | unit | 3 |
| Motion Sensor | unit | 3 |
| Magnetic field sensor | unit | 3 |
| Interfaces | unit | 3 |
| Site software | unit | 1 |

1. **TECHNICAL SPECIFICATIONS OF TECHNOLOGICAL EQUIPMENT**

For the technological equipment to be implemented in the COAR, the Concessionaire shall consider at least the technical requirements established in the Guide of Technological Resources for High-Performance Schools, prepared by DIGESE – MINEDU.

1. **Laptop and Desktop Computer**

The software must be the most widely used in the market, as a minimum the most recent version and with licenses always updated, or alternatively the software may be contracted as payment for service or lease. It is necessary to guarantee the access and operation of an office software solution, education platforms defined by the GRANTOR, access to the Operational Control Center computer system (for COAR staff authorized by the GRANTOR), with the possibility of connecting to the internet.

The office software must be the most widely used in the market, at least the penultimate version and with licenses always updated, or alternatively the software may be contracted as payment for service or lease. It should include at least a word processor, spreadsheet, submission application, and access to institutional mail, among others.

In addition, it must consider the installation of a system to protect the information from external and internal attacks, whether by virus, intruders or any other element that jeopardizes the security of the information.

1. **Scientific calculator**

Battery or rechargeable batteries, CD (connectivity software), USB cable. The equipment must have the following functions:

* Mathematics; at least allows fractions, factorial, inverse, random numbers, power functions, complex number calculations, MCD.
* Scientific; at least allows rectangular and polar conversions.
* Statistics; at least allows combination and permutation, linear regression, advanced statistical calculations: tests, confidence intervals.
* Graphics; at least allows parametric, scatter plot, histogram, plotting, zooming.

The equipment must not have the computer algebraic system or must allow its blocking.

1. **Headset with microphone**

The main characteristics of the equipment should be:

* Padded headband, over the head, width not less than 2 cm.
* Stereo headphones, frequency response 20Hz - 20kHz or higher.
* Foldable or adjustable microphone, unidirectional or omnidirectional.
* Wired (USB type) or Bluetooth connectivity, frequency response of 100Hz - 10kHz or higher.
* Compatibility with most commercially available software.

1. **Portable USB flash drive or equivalent**

Storage capacity of at least 64 GB, compatibility with the most widely used commercially available software.

1. **Standard sound system**

Mini-component, 160W RMS power, allowing playback of CD, CD-R, CD-RW (MP3 compatible), AUX IN:1 audio input, USB port input, headphone jack connector, volume control, synchronizer, speaker output connectors, component audio jacks, Bluetooth connectivity.

1. **Professional sound system**

* Audio console

It requires 02 audio consoles, 14 channels, inputs for 8 XLR channels and 2 XLR outputs, 3 EQ bands and PC connectivity. It must have advanced features and offer high fidelity sound.

* Self-powered two-way module

04 modules required, frequency range 75 Hz - 20 KHZ, LF / HF power 180 W continuous, 12" speaker in subwoofer, includes 8 x 10 m audio cables with XLR connectors.

* Wireless voice system

02 required, compatible with up to 12 frequencies, XLR and Plug ¼" outputs, automatic frequency selector, battery backup, integrated equalizer and soundcheck mode, frequency 50 Hz to 17 KHz, transmitting power 10Mw.

* Hand-held microphone

02 required, dynamic type, frequency 50Hz - 15KHz, 10m audio cable with balanced XLR connectors, microphone clip and microphone stand.

1. **Voltage stabilizer**

For multifunctional printer. Stabilizer with 3 KVA power, frequency 50 - 60 Hz +/- 5, input voltage between 170 - 240 VAC.

1. **UPS**

Uninterruptible power supply system providing protection against overloads, blackouts and voltage reductions and providing at least 30 minutes of electrical power. With a capacity of 1,000 VA / 650 W, the battery shall have a typical recharge time of less than 8 hours (up to 90% charge) and its autonomy at full charge shall be from 5 minutes. The nominal input and output voltage shall be 220 - 240V, frequency 50 - 60 Hz +/- 5.

1. **Multifunctional printer**

Workgroup equipment, shall print, copy and scan in color. With a minimum print speed of 55 ppm, supported capacity to print A3, A4, A5 and letter size sheets, at least 2 paper feeders (including multi-purpose tray). This equipment must be able to connect to the COARs local network either via a network cable or wirelessly.

1. **Camera**

It shall be a digital camera, 16 MP resolution, 3" diagonal screen, 16GB SD, SDHC or SDXC memory card, 30X optical zoom, 4X digital zoom, battery life of 240 captures.

1. **Video conference camera**

The sensor shall have 1080p HD resolution, for video conferencing 720p HD resolution, high precision lens, auto focus, 3X digital zoom, 75° viewing angle, 5 MP resolution, with integrated omnidirectional microphone. Compatibility with most commercially available software.

1. **Server**

It shall operate with the most commercially available software, with current updates.

1. **Multimedia projector**

The equipment shall have a range of 0.9 to 7.5m, with at least 3,000 lumens, display images from 30" to 300", shall have USB, VGA, audio and HDMI ports, NTSC, PAL, SECAM, PAL-N, PAL-M video compatibility and wireless network connectivity. In addition, it shall have installers for the most commonly used commercial software.

1. **Interactive whiteboard with short throw multimedia projector**

* Interactive whiteboard

The software will be the most widely used in the market, with control panel for use of their activities, handwriting recognition, allows annotations and recordings in different formats. Transportable, interactive pen with mouse controls, minimum dimensions of 90", with 4:3 - 16:9 format.

* Multimedia projector

It shall have a range at a maximum distance of 50 cm, with at least 3,000 lumens, with 4:3 - 16:9 format, display images at 90", receive 3D images, at least 5000 hours’ lamp life, 16W speaker. In addition, it shall have installers for the most commercially available software.

1. **Television**

The operating system shall be the most widely used in the market that allows internet connectivity and energy saving. The screen should be 50" or larger.

1. **Biometric equipment**

The general characteristics of the equipment will be:

* Fingerprint reader integrated in the terminal's housing, minimum capture of 15mm x 15mm, resolution of 500 dpl.
* Keyboard integrated in the terminal's chalis, allows password entry, allows differentiation of at least 8-time attendance events.
* Minimum screen of 2.5", minimum resolution of 320 x 240 pixels. Display of date, hour, minutes, name, photo.
* Capacity of 1000,000 tracks minimum.
* Capacity of 800,000 events minimum.
* Integration capacity to replicate data between marking equipment and a server equipment with a centralized database automatically.
* Compatibility with the most widely used commercial software.

1. **Bar code reader**

Handheld reader, one-dimensional barcode, 30 readings per second, maximum reading distance of 70cm, reading angle of 60°, plug and play connectivity.

1. **Robotics kit**

The kit includes input devices, output devices, receiving interface, sensors and construction parts (connectors, cables and accessories, etc.).

* It allows the construction of at least 05 different prototypes, the prototypes must be intended for high school students with International Baccalaureate.
* It must include a motor or servomotor with the necessary power to give movement to a built prototype.
* It must have at least 02 sensors to collect data in real time, each with different functionalities.
* The communication devices must allow the identification of power connections, connections for motors and sensors. Likewise, they must be able to interact in real time with one or more sensors and one or more motors at the same time. They must have USB or Wi-Fi interface or other compatible interface for laptop or desktop computer.
* The packaging of the kit must be resistant and portable for easy mobilization.

## ANNEX 12: BASIC TECHNICAL SPECIFICATIONS OF SERVICES

## APPENDIX 1: EDUCATIONAL INFRASTRUCTURE MAINTENANCE SERVICE

* 1. **SERVICE DEFINITION**

The maintenance service of the educational infrastructure of the High-Performance Schools (hereinafter COAR), includes all the actions that are executed periodically and non-periodically, to repair, prevent, avoid or neutralize damages and/or deterioration of the physical conditions originated by the daily or inadequate use and natural wear of the infrastructure of the COAR, in order to ensure the safety, functionality, its useful life period and/or prolong it.

In this regard, prior to the beginning of the Operating Period of each COAR, the CONCESSIONAIRE shall prepare the Operation Manual that allows for the maintenance of the educational infrastructure and its supervision, as indicated in Rules G.030 and GE.030 of the National Building Regulations (hereinafter, RNE); considering as a minimum what is referred to in the 2019 Maintenance Manual for Educational Infrastructure in Peru (hereinafter "Maintenance Manual") approved by Executive Directorial Resolution No. 038-2019-MINEDU/VMGI-PRONIED and its amendments; as well as what is indicated in this document.

* 1. **PURPOSE OF THE SERVICE**

Guarantee the timely, permanent, efficient and effective operation of the entire educational infrastructure of the COARs in the regions of Cusco, Huancavelica and Pasco, as well as the conservation (during the entire period of the Concession Contract) of the safety, functionality and habitability conditions thereof, at the initial levels of operation, in accordance with the provisions of the aforementioned Concession Contract.

* 1. **SCOPE OF SERVICE**

This service comprises all the procedures, methods, standards and resources, both technical and human, to carry out the operation and maintenance of the building, equipment and services [[8]](#footnote-8) and furniture associated with the educational infrastructure of all COAR environments, necessary to maintain the initial operating conditions of the educational infrastructure associated with the project throughout the life of the Concession Contract.

This includes the recurring, preventive and corrective maintenance necessary to avoid and correct damages, failures, deterioration, defects, cracks, breaks, holes, among others; caused by the passing of time, continuous or inadequate use, exposure to the environment, continuous cycles of rain and sunshine, contact with chemical substances present in the water, air, and environment, which may cause damage to the educational infrastructure.

In this regard, the CONCESSIONAIRE shall be responsible for resolving any incident or failure related to the building, equipment, and facilities[[9]](#footnote-9) associated to the educational infrastructure, as well as to ensure the permanence and operation of these in accordance with the operation schedules indicated in Paragraph 1.3. "Availability Schedule", having to take all the corresponding actions and measures to solve the incidents or failures that may arise with the opportunity required by this Concession Contract, according to the response and rectification times indicated in this document. Likewise, it shall include in the Operation Manual a procedure for immediate reaction to unforeseen events, in order to guarantee the continuity of service at the COAR.

The maintenance service includes the following categories:

* Structures.
* Architecture:
* Doors.
* Windows and screens.
* Floors and pavements.
* Painting.
* Walls (including perimeter fence).
* Ceilings, coverings and false ceilings.
* Security elements.
* Signage.
* And all the items detailed in the as-built project.
* Sanitary installations

It includes the installations, storage tanks, distribution network, piping, accessories and equipment, as stipulated in Title III.3 of the RNE, on the following systems:

* Cold water system.
* Hot water system.
* Fire water system.
* Drainage, ventilation and drainage system.
* Rainwater network system (gutters).
* Rainwater evacuation system (overhead gutters) and storm drainage.
* Irrigation water system.
* Swimming pool water system.
* And all the items detailed in the as-built project.
* Electrical Installations

It comprises the following elements of the facilities for the use of electrical energy, in accordance with the provisions of Title III.4 of the RNE:

* The connections.
* Transformer station.
* Uninterruptible power supply system
* Feeders and sub-feeders.
* Main boards and secondary control boards.
* Protection and control systems.
* Measuring and recording systems.
* Grounding systems.
* Switches and outlets.
* Lighting fixtures and luminaires.
* Emergency lighting equipment.
* Lightning arresters.
* Emergency system (Generator set).
* And all the items detailed in the as-built project.
* Mechanical Installations (air conditioning and ventilation)

It includes the following elements of the mechanical ventilation and air conditioning installations, according to the provisions of Title III.4 of RNE:

* Air treatment system (evaporating and condensing units, piping, hermetic compressors, among others).
* Piping networks.
* Duct networks.
* Heat production system.
* Air cooling system.
* Mechanical ventilation system.
* And all the items detailed in the as-built project.
* Fuel Installations

Includes internal natural gas networks and/or medium and low pressure liquefied petroleum gas networks, in accordance with the provisions of Title III.4 of the RNE; and diesel oil storage, in accordance with current regulations on the safety of liquid hydrocarbon storage.

* Natural gas system (internal installations according to the Natural Gas Distribution Regulations by pipeline network and the Peruvian Technical Standard "Dry Natural Gas" NTP 111.011 and its amendments).
* Liquefied petroleum gas system (storage tank, pressure regulating valve, connection piping, internal network, ventilation grid, manual shut-off valve).
* Diesel oil system (service tank, electric pump, level control, control panel, piping and fittings, gate valves, alarm fittings, etc.).
* Telecommunications Installations

It includes the following communication and interconnection systems throughout the COAR's educational infrastructure, in accordance with the stipulations of Title III.4 of the RNE:

* Structured cabling system.
* Sound system.
* Fixed telephone system.
* Internet access system.
* Video surveillance system
* Burglar alarm system.
* General and building fire detection system.
* And all the items detailed in the as-built project.
* Emergency System

It includes emergency installations and equipment, in accordance with the provisions of RNE Rule A.130:

* Safety Signage (according to Rule NTP 399.010-1).[[10]](#footnote-10)
* Extinguishing system (fire extinguishers, fire cabinets, fire water supply system).
* Fire detection and alarm system (automatic control panel, smoke detectors, heat detectors, among others, manual pushbuttons, alarm sirens, anchoring and fastening system, etc.)
* Irrigation System

Depending on the type of system, it will consist of the following elements: supply piping, storage tank, pressure group, distribution piping, sprinklers, programmer, among others.

* Green Areas

Green areas are generally composed of: the subsoil, the soil or green area surface and the airs (where the biomass of plant species develops).

* Furniture

Furniture is grouped by use into: chairs, tables and desks for students and staff, display and storage furniture (lockers, work tables, filing cabinets, shelving, etc.), support furniture (armchairs, blackboards, beds, etc.), among others defined in the approved Definitive Engineering Study.

* Sports equipment

Sports equipment is grouped by use into: gymnastics equipment, multi-sports equipment, athletics equipment, among others defined in the approved Definitive Engineering Study.

* Technological equipment

Technological equipment is grouped by function into: Student Kit, Teacher Kit, Itinerant Kit, Laboratory Kit and Robotics Kit, among others defined in the approved Definitive Engineering Study.

The service shall include at least the following requirements:

* Ensure the full availability and operability of the building, equipment[[11]](#footnote-11) and furniture associated with the educational infrastructure, ensuring compliance with the characteristics and conditions of safety, habitability and functionality according to the As-Built Project.
* During the school year, the technological equipment must be available for the students and staff of COAR; as well as in the environments of the educational institution where it is required, ensuring its continuous operation.
* Maintain permanently updated the assets to be conserved, defined in the As-Built Project, in accordance with the requirements established in the Concession Contract.
* Elaborate and implement the Maintenance Plan to be presented as part of the Service Operation Manual, for the building, furniture and equipment[[12]](#footnote-12) associated with the infrastructure defined in the As-Built Project. To prepare the Maintenance Plan, the CONCESSIONAIRE shall comply with the provisions of the regulations or manufacturers' manuals.
* Program and execute the replacement activities of the components of the building, equipment[[13]](#footnote-13) and furniture each year, as part of the Service Operation Manual. The replacement materials shall be of the same quality as those specified in the As-Built Project, with an equivalent useful life.
* Likewise, the CONCESSIONAIRE shall replace or replace equipment that allows the efficient use of energy, guaranteeing its functionality.
* Manage the service by means of the computer applications destined to the maintenance and operation of the infrastructure, and the service management system.
* Perform support tasks requested by the GRANTOR of similar characteristics to those necessary for the maintenance service, such as the mobilization or transfer of goods or furniture from one environment to another, among others.
* Perform the respective readings and controls of the equipment and/or systems of the COAR, defined in the As-Built Project, and generate the respective informative reports.
* Comply with health and safety requirements in relation to the operation of the buildings and their facilities.
* Maintain and implement emergency management procedures for natural and man-made events in accordance with legal and insurance requirements.
* Participate and collaborate in the safety, self-protection and occupational risk prevention programs and actions of the COAR General Directorates.
* Elaborate reports and give advice to COAR's General Directorates, at GRANTOR's request, in relation to matters related to CONCESSIONAIRE's function.
* Attend and solve the incidents that may occur due to failures and breakdowns in the components and elements of the building, furniture and equipment in the terms foreseen for the fulfillment of the service levels[[14]](#footnote-14).
* Prepare reports regarding damages to the building caused by natural phenomena, or caused as a consequence of any unforeseen event. If applicable, the applicable guarantees and/or insurance policies must be activated and processed as established in the Concession Contract.
* The CONCESSIONAIRE shall ensure that all components and systems of the educational infrastructure do not grounds or create any danger to the environment and/or to any person in the COAR.
* The CONCESSIONAIRE shall be responsible for carrying out the controls and measurements, according to the frequency approved in the Service Operation Manual, of all the systems that make up this service in order to ensure the highest Service Level established in the Concession Contract.

Specifically, the service must comply with the National Building Regulations, the applicable National Sector Policy, the current Maintenance Manual or its successor, the related international standards and the provisions of this document.

* 1. **SCHEDULE AVAILABILITY**

The CONCESSIONAIRE shall guarantee the maintenance service throughout the year, twenty-four (24) hours a day, seven (7) days a week.

The working hours of the CONCESSIONAIRE's staff shall be coordinated with the GRANTOR, who shall previously coordinate with the General Directorates of the COAR for the authorizations.

The CONCESSIONAIRE shall attend to and solve incidents related to failures or breakdowns in the elements and components of the building during its working day and twenty-four (24) hours in the event of high category incidents.

The CONCESSIONAIRE shall attend to and solve incidents related to failures or breakdowns in furniture, sports equipment and technological equipment during its working day.

The service shall be provided in such a way that the execution of maintenance activities does not interfere with school hours at the COARs; in the event that the activities require the closure of any space, it must be scheduled during off-peak hours.

Preferably, activities to replace building or facility assets should be carried out during the holiday period. When this is unavoidable, work permits must be obtained from the authority of the educational institution.

The CONCESSIONAIRE shall communicate to the GRANTOR and the Supervisor, for their approval, at least seven (7) days in advance the information regarding the execution of the maintenance so that the GRANTOR authorizes the working hours required for the development of the activities.

In case of any event that damages or may damage the normal rendering of the service, the CONCESSIONAIRE shall immediately inform the GRANTOR, with copy to the Supervisor.

* 1. **EQUIPMENT AND SUPPLIES**

The CONCESSIONAIRE shall provide, during the entire term of the Concession Contract, uniforms and protective elements for the staff providing the service, as well as supplies, equipment and other elements deemed necessary for the adequate provision of the service. The CONCESSIONAIRE shall be responsible for their acquisition, procurement, storage, insurance, replacement and use in the performance of the service.

The CONCESSIONAIRE shall provide control and monitoring elements to all those systems susceptible of an automated management, the access to these systems shall be open to the Supervisor and the GRANTOR, respecting the security levels and user privileges of the system.

The CONCESSIONAIRE shall be responsible for the provision and replacement of all the material necessary for the correct performance of this service. Likewise, the CONCESSIONAIRE shall provide spaces with adequate conditions of maintenance, order, cleanliness, and environmental conditions of temperature, humidity and other conditions required by the manufacturers or established by good practices in the matter, for all the warehouses to be used for the storage of spare parts, accessories, consumables, supplies, materials, tools and equipment provided for the Service.

* 1. **STAFF**

The CONCESSIONAIRE shall provide and maintain, throughout the term of the Concession Contract, the necessary and sufficient number of trained staff to guarantee the adequate provision of the service.

The CONCESSIONAIRE shall have contingency or replacement staff in case the designated staff suffers any ailment, illness, sickness, resignation, vacation, maternity leave, medical rest, among other cases.

The CONCESSIONAIRE shall ensure that the profile of the staff selected is suitable for the position, respecting COAR's rules of coexistence and regulations. The staff shall be duly trained in the procedures required to perform the service with optimum quality standards. Likewise, the CONCESSIONAIRE shall ensure that all service staff fully comply with the protocols and procedures established in the corresponding service operations manual, as well as all applicable legal regulations in force for the service.

The CONCESSIONAIRE shall prevent or avoid staff from performing acts that violate the physical and mental integrity of students, teachers and/or visitors during the provision of the service.

The CONCESSIONAIRE shall also comply with the protocols established at the time by the national government for cases of Health Emergencies and shall train its staff to comply with them.

The CONCESSIONAIRE shall have at least one contracted technical staff with the following profile:

|  |  |  |
| --- | --- | --- |
| **Training and experience** | **Minimum Academic Level** | Higher Education: Institute or School |
| **Functions** | Electrician  Plumbing  Carpentry  Painting |
| **Experience** | Minimum 4 years of experience in general maintenance and operation of the building, installations, equipment and furniture. |

Staff considerations:

* The GRANTOR may request the sanction and/or change of the staff assigned, when they do not comply with the protocols and procedures established in the Service Operation Manual. The staff removed due to disciplinary measures may not be reassigned to any service provided by the CONCESSIONAIRE in the COAR.
* Any replacement, rotation or new entry of the staff providing the service in the COAR facilities shall be communicated to the GRANTOR, with copy to the Supervisor, attaching the staff file and the reasons for replacement.

Pursuant to D.S. No. 003-97-TR, it is clearly established that the staff that will provide the service under the Concession Contract will not have any civil or labor relationship with the GRANTOR, being the CONCESSIONAIRE the sole and exclusive responsible for the payment of their remunerations and labor and/or social security benefits.

* 1. **QUALITY STANDARD**

In general terms, the quality of service is related (without being limited) to:

* Compliance with the inspection and recurring and preventive maintenance routines detailed in the Service Operation Manual, which guarantee the optimal state of conservation of the educational infrastructure.
* The operation of the infrastructure within its technical parameters.
* Operationalization of the educational infrastructure.
* Provide corrective maintenance, when required, through repairs, spare parts or replacements, among others. Ensure timely attention to incidents and breakdowns that occur with respect to the elements associated with the educational infrastructure.
* The design and compliance with emergency and contingency plans to ensure that the service is provided in adequate conditions of safety, habitability and functionality.
* Compliance with current national and sector regulations.

Likewise, the CONCESSIONAIRE shall maintain the educational infrastructure in a good state of conservation.[[15]](#footnote-15) as established in the RNE Rule GE.040 and the Technical Standard of the sector, as well as its modifications, comparable to the initial operating conditions, which translates into the following minimum conditions:

* + 1. **STRUCTURES**

1. The structures are operational, function within their technical and physical parameters, comply with current regulations, and have recurring and preventive maintenance.
2. The structures are in good condition, there is no evidence of fissures or cracks, deterioration, deformation, breakage, holes, humidity stains, exposed elements without covering, among others.
   * 1. **ARCHITECTURE**
3. **Doors**

* The door is operational (it closes optimally), functions within its technical and physical parameters (locks, paint and glass are in good condition), complies with current regulations, and has preventive maintenance.
* There is no evidence of wear and tear or deterioration that could be evidenced by the presence of:
* Unlevel, rickety or unstable doors.
* Broken doors or doors with holes.
* Doors with missing elements.
* Rusty or, in the case of aluminum, scaled metal door elements.
* Lack of cleaning and maintenance of the door opening system.
* Failure of locks, hinges and handles.
* Failure of anchoring elements.
* Lack and/or failure of door stops.

1. **Windows and screens**

* The window and/or screens is operational (has an optimal closure), functions within its technical and physical parameters (locks, paint and glass are in good condition), complies with current regulations, is within its useful life and has recurring and preventive maintenance.
* There is no evidence of wear and tear or deterioration that could be manifested through:
* Unlevel, rickety or unstable windows.
* Broken windows or windows with holes.
* Windows with missing elements.
* Rusty or scaled metal window elements (in the case of aluminum).
* Presence of humidity or fungus on the edge of the window opening due to lack of sealing in the carpentry.
* Glass with dirt, stains, cracks, crazing or splintering.
* Failures of locks, hinges and handles.
* Failures of anchoring elements.

1. **Floors and Pavements**

* The floors and/or pavements is operational, without cracks, leveled and functioning within its technical and physical parameters, complying with current regulations, within its useful life and with preventive maintenance.
* There is no evidence of wear or deterioration that may be manifested by: defects and/or imperfections, cracks, holes, breaks, cracks or fissures, presence of humidity, deformations (curvatures), bulges in the ground, detachment of parts, absence of parts or elements, scratches, unevenness (differences in heights, etc.).

1. **Painting**

* The paintwork complies with current regulations and is subject to recurring and preventive maintenance.
* There is no evidence of wear or deterioration, which may be manifested by: stains, humidity (causing discoloration and blisters), cracks and/or fissures, fungus or mildew, loss of adhesion (detachment of paint layers, loss of conformity, bubbles), loss of gloss (the paint becomes opaque, which may be due to excessive exposure to the sun), chalking (loosening of fine dust causing loss of color intensity), discoloration (the paint changes its original tone), saltpeter, etc., etc.

1. **Walls**

* The wall is operational, functions within its technical and physical parameters, complies with current regulations, and has preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested by: cracks, fissures, crumbling, deformations, breakage, presence of humidity, saltpeter, deterioration of corners, appearance of rust in reinforced concrete elements, detachment of wall paneling, deterioration in dry joint panels such as drywall, superboard, among others; deterioration in wood panels, absence of facing pieces (ceramics), absence of forge in facing (ceramics), absence of baseboards on the exterior, exterior baseboards without elements or waterproofing compound.

1. **Ceilings, coverings and false ceilings**

* The ceiling or covering and false ceiling are operational, function within their technical and physical parameters, comply with current regulations and have preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested by means of: cracks, fissures, leaks, deformations, breaks, failure of fastening and support elements, rust and/or corrosion, moisture stains on ceilings or floors under the roof or ceiling, fungus and/or moth, missing roofing elements, deterioration or failure of roofing membranes or waterproofing system layers, detachment of roofing elements, accumulation of foreign materials on roofs (residue, water pooling, etc. ), deterioration of coatings.

1. **Safety elements**

* The safety elements are operational (stable and fixed), function within their technical and physical parameters, comply with current regulations, are within their useful life, and have preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested through:
* Absence of railings or meshes.
* Deformations.
* Unevenness, rickety or instability.
* Perforations, cracks, breaks or holes.
* Missing parts.
* Presence of rust.
* Excessive humidity, fungus or spalling in the case of wooden elements.
* Failure or corrosion of articulated joints.
* Failure or corrosion of fixed joints.
* Deterioration of the finish.

1. **Signage**

* The signage complies with current regulations and has preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested by: stains, scratches, discoloration, breakage, damage to elements, loss of adherence in the case of safety signage with adhesives, unevenness, non-alignment and absence of signage.

1. Other architectural elements. They shall be maintained and there is no evidence of wear or deterioration.
   * 1. **SANITARY FACILITIES**

* The sanitary facilities are operational, function within their technical and physical parameters, comply with current regulations, are within their useful life, and have recurring and preventive maintenance.
* There is no evidence of wear and tear or deterioration that could be manifested through:
* Dripping or leaking water in sanitary fixtures.
* Inoperative toilets, urinals, sinks and drains.
* Leaking, broken or damaged valves.
* Water and sewage pipes with perforations causing leaks and/or leaks.
* Inoperative pumping equipment.
* No stagnant water in the drainage system.
* Cistern with sludge, rust and cracks.
* Swimming pool in poor condition.
  + 1. **ELECTRICAL INSTALLATIONS**
* The electrical installations are operational, function within their technical and physical parameters in a reliable and safe manner, comply with current regulations, are within their useful life, and are undergoing preventive maintenance.
* There is no evidence of wear and tear or deterioration that could be manifested through:
* Overheating of boards, subboards, plugs, equipment or outlets.
* Oxidation of the metallic elements of the interior electrical installations.
* Absence of fasteners and covers.
* Dust accumulation on boards, sub boards, switch boxes, outlets, luminaires, among others.
* Malfunctioning luminaires (no light, flickering, dark spots at one end).
* Electrical outlets without power.
* Buzzing or noise in electrical equipment (luminaires, panels, sub panels).
* Deteriorated insulation (hardening).
* Delay in turning on luminaires.
* Delay in turning on electrical equipment.
* Presence of sparks when activating a switch.
* Overheating of the connection terminals of the protection devices or overcurrent of the boards or subboards.
* Exposed cables (without protective piping or conduits).
* Absence of electrical system elements such as lights, switches, outlets, among others.
* Deteriorated lightning conductors, both physically and operationally, among others.
* Absence of self-generation or backup electrical system (in case of lack of external supply to distribute electrical energy).
* Failures in the grounding system.
  + 1. **MECHANICAL INSTALLATIONS**
* The mechanical installations are operational, function within their technical and physical parameters, comply with current regulations and safety conditions, and are undergoing preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested by: clogged filters, broken ducts, pipes and valves, extractor failure, damaged parts, among others.
  + 1. **FUEL FACILITIES**
* The fuel facilities are operational, function within their technical and physical parameters, comply with current regulations and safety conditions, and have preventive maintenance.
* There is no evidence of wear or deterioration that may be manifested by: leaks or gas leaks, perforation or breakage of valves and piping, damage to regulators, noises in the piping, joints free of breakage and/or missing elements of the components.
  + 1. **TELECOMMUNICATIONS INSTALLATIONS**
* The telecommunications facilities are operational, function within their technical and physical parameters, comply with current regulations, and have preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested by: breaks or perforation of gutters or pipes, dampness in ducts, damage and defects in cabling, missing parts, breaks or cracks in gutters, among others.
  + 1. **EMERGENCY SYSTEMS**
* The facilities and emergency equipment are operational, function within their technical and physical parameters, comply with current regulations, and have preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested by: detachment of elements, breakdown of elements, breakage, cracks, stains on the devices, failures in the central panel, among others.
  + 1. **IRRIGATION SYSTEM**
* The irrigation system complies with current regulations and has preventive maintenance.
* There is no evidence of wear and tear or deterioration that can be evidenced by: breaks in the irrigation system elements, sinkholes in the ground, pores, deterioration of the irrigation elements due to being outdoors and/or water dripping from the hydrants.
  + 1. **GREEN AREAS**
* The green area complies with the technical characteristics, is within its useful life and has recurring and preventive maintenance.
* There is no evidence of wear and tear or deterioration that could be manifested through:
* Breakage of elements.
* Presence of pests or diseases, weeds, parasites, parasitic plants (such as ringworm or birdwatcher).
* Excessive vegetation growth.
* Grass taller than 6 cm.
* Sidewalks or surrounding walls deteriorated by vegetation roots and/or overgrowth of green areas.
* Deterioration of roofs or installation elements (cables, storm drainage pipes, among others) caused by excessive growth of tree canopy or shrub branches.
* Dry or barren green areas.
* Trees with imbalanced branching.
* Trunks and/or shrubs with bulging, disease or burns from frost or other causes.
* Discoloration and dryness.
* Presence of dry, broken, damaged and/or dead branches.
* Absence of green area surfaces.
* Gardens with ruts or pits.
  + 1. **FURNITURE**
* The furniture is operational (stable and/or fixed), functions within its technical and physical parameters, complies with current regulations, is within its useful life and has preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested by: loose supports (legs, brackets, among others), fractures in edges and corners, detachment of accessories or hardware, fractures of welds, detachment or failure of bearings, rust, lack of fasteners, breakage, dents, buckling of the structure, furniture with missing parts, rusted or scaled metal elements (in the case of aluminum), wooden elements with fungus or chipped, failure of articulated joints (screws), damage to finishes, discoloration of surfaces or stains, among others.
  + 1. **SPORTS EQUIPMENT**
* The sports equipment is operational (stable and/or fixed), functions within its technical and physical parameters, complies with current regulations, is within its useful life and has preventive maintenance.
* There is no evidence of wear or deterioration that may be manifested by: cracks, fissures, detachments, breakdown of elements, failure of articulated joints, damage to finishes, rusted or scaled metal elements (in the case of aluminum), absence of fasteners, anchoring elements or parts, presence of pathological processes, among others.
  + 1. **TECHNOLOGICAL EQUIPMENT**
* The technological equipment is operational, functions according to its technical characteristics, complies with current regulations, is within its useful life and has preventive maintenance.
* There is no evidence of wear and tear or deterioration that may be manifested through: equipment defects, hardware breakdowns or failures, software breakdowns or failures, among others.
  1. **REGULATIONS**
     1. **GENERAL REGULATIONS**
* Law that creates the National Disaster Risk Management System (SINAGERD) approved by Law No. 29664.
* General Environmental Law - MINAM, approved by Law No. 28611.
* National Building Regulations approved by Supreme Decree No. 011-2006-VIVIENDA.
* Regulation of Law No. 29664 - SINAGERD, approved by Supreme Decree No. 048-2011-PCM.
* National Disaster Risk Management Policy approved by Supreme Decree No. 111-2012- PCM.
* National Disaster Risk Management Plan - PLANAGERD 2014-2021 approved by Supreme Decree No. 034-2014-PCM.
* Standard for the pedagogical management of the educational service model for the attention of students with outstanding abilities approved by Ministerial Resolution No. 537-2019-MINEDU.
* Technical Standard Design Criteria for High Performance Schools - COA approved by Vice Ministerial Resolution No. 050-2019-MINEDU.
* Technical Instructions "2019 Maintenance Manual for educational infrastructure in Peru" approved by Executive Directorial Resolution No. 038-2019-MINEDU/VMGI-PRONIED.
* Rules for the Pedagogical Management of the Educational Service Model for the Attention of High Performance Students approved by General Secretariat Resolution No. 2595-2014-MINEDU.
* Rules for the Management of the Well-being and Integral Development of Students of the Educational Service Model for the Attention of High-Performing Students approved by General Secretariat Resolution No. 297-2015-MINEDU.
* Technical Standard of General Design Criteria for Educational Infrastructure approved by General Secretariat Resolution No. 239-2018-MINEDU.
  + 1. **SPECIFIC REGULATIONS**

**Security System**

* Peruvian Technical Standard NTP-ISO/IEC 17799:2007, Code of good practices for information security management.
* Peruvian Technical Standard NTP-ISO/IEC 27001:2008, Security Techniques. Information security management systems.
* NFPA 72: National Fire Alarm Code.
* NFPA101: Life Safety Code.
* Others on Signage:
* Rule A.130 RNE Safety Requirements.
* Rule NTP 399.010-1 - Safety Signage.
* COAR Graphic Identity Manual.
* Incorporate signage taking into account international standards or experiences for the education sector.

**Mechanical Installations**

* Hydrocarbons Organic Law and Regulations Law No. 26221 (Ministry of Energy and Mines).
* Safety Regulations for Hydrocarbon Storage approved by Supreme Decree No. 052-93-EM.
* Regulations for Environmental Protection in Hydrocarbon Activities approved by Supreme Decree No. 015-2006-EM.
* Law for the Promotion of the Efficient Use of Energy for Public Sector Entities approved by Supreme Decree No. 034-2008-EM.
* Rule EM.030 Ventilation Installations of the RNE.
* Rule EM.040 Gas Installations of the RNE.
* Rule EM.050 Air Conditioning Installations of the RNE.
* Peruvian Technical Standards for natural gas installations: NTP 111.011 (Piping system for internal, residential and commercial installations).
* Peruvian Technical Standards for natural gas installations: NTP 111.010 (Piping system for industrial installations).

**Telecommunications**

* Law that prohibits access by minors to web pages with pornographic content approved by Law No. 29139, and its Regulation approved by Supreme Decree No. 025-2010-ED.
* Rule EM.020 Communications Installations of the RNE.
* Peruvian Technical Standard NTP-ISO/IEC 17799:2007, Code of good practices for information security management.
* Peruvian Technical Standard NTP-ISO/IEC 27001:2014, Security Techniques. Information security management systems.
* Others for structured cabling:
* Non-flame propagating conductors, free of halogens and corrosive acids, approved by Ministerial Resolution No. 175-2008 MEM/DM, dated 11.04.08.
* National Electricity Code approved by Ministerial Resolution No. 214-2011-MEM-DM.
* Rule IEC 60364, on grounding schemes (ECT).
* The prescriptions of the IEEE STD 142 - 1991 Single Earth Standard
* ANSI/TIA - 942
* ANSI/TIA/EIA - 568B
* EIA/TIA 568B.1
* EIA/TIA 568B.2
* EIA/TIA 568B.3
* ANSI/TIA/EIA - 569-B
* ANSI/TIA/EIA-606A: Telecommunications Infrastructure Management in Commercial Buildings Standard
* J-STD-607 A: Requirement for telecommunications grounding system installations and commercial buildings.
* NFPA 75
* NFPA 2001
* NFPA 72
* NFPA 70, article 250
* NFPA 101 Standard: Human Safety Code.

**Electric**

* Rule EM.110 Thermal and Lighting Comfort with Energy Efficiency of the RNE.
* Rule EM.080 Single Energy Installations of the RNE.
* Rule EM.010. Indoor Electrical Installations of the RNE.
* National Electricity Code approved by Ministerial Resolution No. 214-2011-MEM-DM.

**Hydrosanitary**

* Technical Standard IS.O1O. Sanitary Installations for RNE buildings.
* Regulation of Water Quality for Human Consumption approved by Supreme Decree No. 031-2010-SA.
* Sanitary Directive No. 033 - MINSA/DIGESA - V.01.

**Accessibility**

* NT A.120. Universal accessibility in buildings.
* Rule NTP 873.001 - 2018, Signage for universal accessibility in buildings. Braille signage, tactile or podotactile floor and haptic plans.
* Among others that guarantee universal accessibility to the school premises of the COAR.

And all those regulations related to the operation and maintenance of the educational infrastructure. In the event that any of the aforementioned regulations are repealed or modified during the term of the Concession Contract, they will be replaced by the current or new applicable regulations.

* 1. **FUNCTIONAL TECHNICAL SPECIFICATIONS OF THE SERVICE**

This service includes, but is not limited to, the maintenance and operation of the components and systems described in Chapter 1.3.

* + 1. **STRUCTURES**

The CONCESSIONAIRE shall ensure the good condition of the structures during the term of the Concession Contract, considering that the safety and integrity of the users must not be endangered.

As part of the preventive maintenance, the CONCESSIONAIRE shall perform inspections on the behavior of the structures every six months, as well as in the event of earthquakes with a magnitude equal to or greater than 5 on the Mercalli scale (according to the intensity defined by the Peruvian Geophysical Institute).

In the event of faults and/or surface damage to the structures, the CONCESSIONAIRE shall carry out the necessary corrections within the terms and deadlines in such a way as to comply with the service levels.

In the event of severe damage to the structures, the CONCESSIONAIRE must take the necessary steps to make the guarantees and insurance effective, in accordance with the terms and conditions established in the Concession Contract.

The maintenance of the structural elements must be mainly aimed at protecting them from unforeseen actions on the building, changes of use and overloads on the grounds, as well as from chemical agents and humidity that grounds corrosion of the reinforcements.

As part of the maintenance, recurring inspections should be carried out in order to identify the symptoms of structural damage, which usually manifest themselves in the form of damage to the elements (excessive deformations).

The following will be considered as structural elements:

| Component | Structural elements |
| --- | --- |
| Elements | Metallic Structures  Reinforced Concrete Structures  Simple Concrete Structures  Wooden Structures  Steel Structures |
| Sub elements | Metal structures:   * Ladders, handrails, walkways and working platforms. * Metallic assemblies. * Columns. * Light structures for roofs. * Beams.   Reinforced Concrete Structures:   * Stairs. * Ramps * Columns. * Beams. * Grounds. * Solid grounds. * Collaborating grounds. * Lightened grounds. * One-way reinforced grounds. * System of grounds. * Walls (diaphragm wall, basement wall).   Simple Concrete Structures:   * Masonry (Partition walls or blocks).   Wood Structures:   * Roof trusses. * Joists. * Decking * Columns. * Beams. * Auxiliary elements. * Finishings. * Reinforcements.   Steel Structures:   * Grounds * Columns * Beams * Lightweight roof structures |

The maintenance shall consider at least the following activities, notwithstanding that the CONCESSIONAIRE may submit another proposal in the Maintenance Plan subject to evaluation and approval by the Supervisor and the GRANTOR.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive Maintenance | * Visual inspection of cracks in grounds and interior dividing walls. * Visual inspection of the appearance of humidities that can deteriorate the metallic structures. * Visual inspection of simple concrete structures for fissures, cracks, crazing, deflections, buckling, inclined walls, as well as dampness that may deteriorate the structures. * Visual inspection of reinforced concrete structures for fissures, cracks, crazing, buckling, deflections, humidity, others; as a consequence of existing overloads produced by: elevated tank, equipment, others. * Visual inspection of steel structures (support, joints and anchorages) for deformations or buckling, rust. * Visual inspection of wooden structures for: * Detect the attack of xylographic insects, normally detectable by the appearance of small holes that release yellowish dust in wooden structures. * Verify the presence of physical damages; such as: appearance of excessive deflections, sagging or collapse, hollows, among others. * Verify the persistent presence of humidity. * Protect the wooden structure with suitable coatings in aggressive environments. * Protect the metal structure with antioxidants and enamels or similar in aggressive environments (humidity, salinity or temperature). * Inspect the state of conservation of contraction joints. | Annual  (recommended frequency, it is recommended prior to the beginning of the school year) |
| Preventive Maintenance | * Visual inspection of concrete structures. * Inspection of the state of conservation of the fire protection of the exposed profiles, proceeding to repainting or repair if necessary. | Every 3 years  (recommended frequency) |
| Preventive Maintenance | * Visual inspection, checking for cracks and crevices in columns, spalling of the concrete coating, rust stains on reinforced concrete elements or any other type of damage. * Visual inspection, verifying if any deformations appear in any area, such as buckling in ceilings, signs of humidity, spalling in the concrete coating or rust stains in concrete elements. * Visual inspection, verifying that the foundation or part of it is not exposed, unstable or in danger of collapse as a consequence of water seepage, erosion, others. * Inspection of the state of preservation of the fire protection of the structure and against any type of damage, repainting or repair if necessary. * Renewal of structural joints, in areas of deteriorated sealing. | Every 5 years  (recommended frequency) |
| Preventive Maintenance | * Inspection of the structure, extending it to the protection elements, especially fire protection elements. | Every 10 years  (recommended frequency) |

* + 1. **ARCHITECTURE**

The CONCESSIONAIRE shall perform recurring and preventive maintenance of the architectural elements in such a way as to preserve the initial design conditions.

The concessionaire shall also be responsible for corrective maintenance and for solving any breakdowns or incidents reported in the COARs, within the terms and deadlines in such a way as to comply with the service levels, with qualified staff to preserve and prolong the useful life of the educational infrastructure in working, habitable and safe conditions.

The CONCESSIONAIRE shall carry out inspections to verify the condition of the elements of the system and, if required, replace, replace or repair them, in accordance with the manuals and specifications of the manufacturers.

1. **Doors**

In doors, maintenance shall be ensured by means of inspections of the proper operation of its elements.

The CONCESSIONAIRE shall provide maintenance to the types and elements that make up the doors item, which are defined in the as-built Project. The following table shows the components for reference purposes.

| Component | Doors |
| --- | --- |
| Types | By its location:   * Interior * Exterior   According to the type of structure and predominant material, they are classified as follows:   * Wooden. * Aluminum. * Metallic. |
| Elements | Generally, a door can be composed of the following elements:   * Carpentry (frame, lintel, etc.). * Door leaves. * Hardware (hinges, screws, rails). * Locksmith work. * Handles and/or handles. * Anchors. * Doormats. |

As part of the integral cleaning service, waste management and pest control, the door elements must be cleaned on a recurring basis.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive Maintenance | Inspection and maintenance (after recurring maintenance):   * Inspect the absence of any element of the door: hardware, locks, handles and/or pulls, doormats, carpentry, among others. If installation is required. * Inspect the presence of physical damages in carpentry, such as: holes, cracks, rust, among others. If repair is required. * Inspect the presence of physical damages in the door leaf, such as: holes, wear in corners, cracks, detachments, presence of pests, among others. If necessary, repair. * Apply treatment against insects and fungi for wood carpentry. * Carry out tests of door operation, opening and closing, which must be total, according to their degree, without rubbing on the frame and/or floor. If necessary, repair or replace. * Inspect the anchorages of the door frame with the wall so that it is fixed. If required repair or replace. * Inspect the appearance of rust on metal door elements, if necessary, repair or replace. | Annual  (recommended frequency, it is recommended prior to the beginning of the school year) |

1. **Windows and Screens**

Maintenance of windows and screens shall be ensured by inspecting the proper operation of their elements.

The CONCESSIONAIRE shall provide maintenance to the types and elements that make up the windows and screens, which are defined in the as-built Project. The following table shows the components in reference terms.

| Component | Windows and screens |
| --- | --- |
| Types | By their location, these can be:   * Interior. * Exterior.   By type of construction and finishing material, they are classified as follows:   * Metallic carpentry * Aluminum carpentry * PVC carpentry * Mixed carpentry |
| Elements | In general, a window or partition can be composed of the following elements:   * Carpentry (frame, lintel, jamb, among others). * Leaves. * Hardware (hinges, screws, rails). * Locksmith work. * Handles and/or handles. * Anchors. * Doormats. * Shutters. * Fenders, among others. |

As part of the Integral Cleaning, Waste Management and Pest Control Service, windows and partitions must be cleaned on a recurring basis to remove dust and other particles, and washed on a quarterly basis.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the place and the complexity of the educational infrastructure.

|  |  |  |
| --- | --- | --- |
| Type | Activities | Frequency |
| Preventive Maintenance | * Inspect the absence of any element, such as: ironworks, locks, handles, carpentry, leaves, glass, among others. If installation is required. * Inspect the presence of physical damages in the carpentry, such as: holes, wear in corners, cracks, rust, humidity, scale, among others. If repair or replacement is required. * Inspect for the presence of physical damage to the glass panes, such as: breakage, wear in corners, cracks, among others. If necessary, repair or replace. * Inspect the condition of the frame anchorages, verify that they are fixed. If required, repair or replace. * Test operation of windows and screens, verify opening and closing, which should be total, according to their degree, without rubbing on the frame and/or floor. If necessary, repair or replace. * Inspect the watertightness, this includes checking the sealing joints. Replace if there are water or noise leaks. | Annual  (recommended frequency, it is recommended prior to the beginning of the school year) |

1. **Floors and pavements**

Floors and pavements are the surfaces that allow users to walk on them, and therefore, in general terms, maintenance shall ensure that their characteristics are preserved by means of inspections.

The CONCESSIONAIRE shall provide maintenance to the types and elements that make up the floors and pavements, which are defined in the as-built Project. The following table shows the components in reference terms.

| Component | Flooring and paving |
| --- | --- |
| Types | By their location, these can be:   * Interior. * Exterior.   By type of construction and finishing material, they are classified as follows:   * Rigid floors (cement, natural stone, porcelain, ceramic, majolica). * Flexible floors (vinyl, wood). * Special floors (rubber). |
| Elements | In general, flooring and paving can be composed of the following elements:   * Compacted soil * False floor. * Structure. * Subfloor. * Finished floor. * Waterproofing layers or protective films. * Anti-slip elements. |

Likewise, maintenance must be performed on all its elements: false floors, anti-slip materials, finishes or coatings, sealing, among others.

As part of the Integral Cleaning Service, waste management and pest control, recurring cleaning of floors must be performed, which consists of collecting waste, sweeping and, if necessary, washing. In restrooms, floors must be disinfected. In addition, a more thorough cleaning should be considered.

For maintenance, at least what is established in the Maintenance Manual should be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive Maintenance | * Inspect the absence of any floor element: missing pieces of coating or finish, subfloor, insulation, among others. Replace if necessary. * Inspect the absence of safety elements in floors and ramps (anti-slip), install, replace or repair if necessary. * Inspect floors for moisture, fungus or saltpeter. If necessary, repair or replace. * Inspect the presence of physical damage to floor elements, such as: cracks, fissures, crumbling, deformations, breakage, moths, insects, deterioration of corners, holes, leaks, scratches, unevenness, among others. If required, repair or replace. * Inspect the state of sealing and waterproofing of joints in kitchen and bathroom floors, subject to constant humidity. If required, repair or replace. | Annual  (recommended frequency, it is recommended prior to the beginning of the school year) |
| Preventive Maintenance | * Inspect structural contraction or expansion joints, mechanical erosion, chemical erosion, cracks, fissures and large spalls. Renovate if necessary. * General inspection of floor coverings. | Every 5 years  (recommended frequency) |

1. **Painting**

Maintenance should be oriented to the periodic review of all surfaces to determine the needs for paint renewal.

Paint maintenance includes the following surfaces:

* Building equipment
* Installation elements.
* Walls.
* Doors.
* Windows and partitions.
* Ceilings, coverings and ceilings.
* Floors and pavements.
* Security elements.
* Furniture.
* Sports equipment.

The CONCESSIONAIRE shall provide maintenance to the types and elements that make up the painting item, which are defined in the as-built Project. The following table shows the components in reference terms.

| Component | Painting |
| --- | --- |
| Types | * Water-based solvent paint (latex, tempera, lime, cement, silicate, plastic) * Epoxy paint * Enamel paint and varnish. * Antirust paint. * Fireproof paint. |
| Elements | The paint usually consists of the following elements:   * Pigment. * Vehicle. * Additives. |

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| **Type** | **Activities** | **Frequency** |
| --- | --- | --- |
| **Recurring Maintenance** | * Inspect the state of paintwork of doors, windows and partitions, and renew if necessary. | Semiannually  (recommended frequency, it is recommended to be done before the beginning of the school year and  before the beginning of the school year and another in the middle of the year). |
| **Preventive Maintenance** | * Inspection and conservation (after recurring maintenance): * Inspect for the presence of damage to wall paint, ceilings; such as: peeling, discoloration, scale, among others. If repair or renovation is required. * Inspect the condition of the paint on railings and screens, if repair or renovation is required. * Inspect the condition of paint on sports furniture and equipment, if necessary, repair or replace. * Renovate the paint on sports fields and playgrounds, respecting the design of the field and safety signage. * Inspect the state of paint of the cistern, if necessary, renovate. * Inspect the paint condition of the most exposed metal structures, such as: the presence of physical damage to the paint on walls, floors, doors, windows, furniture and all those surfaces that require paint for outdoor conservation. If applicable, renew the surface. | Annual  (recommended frequency, it is recommended prior to the beginning of the school year) |
| **Preventive Maintenance** | * Paint the piping lines of exposed installations, according to current regulations. | Every 10 years  (recommended frequency) |

1. **Walls**

The maintenance of the walls should be oriented to prevent their degeneration, paying attention to the factors that may alter their durability.

Recurring inspections of the walls must be carried out, taking special care during periods of heavy rainfall and when a leak is detected in the water supply or drainage pipes.

The CONCESSIONAIRE must provide maintenance to the types and elements that make up the walls, which are defined in the as-built Project. The following table shows the components in reference terms.

| Component | Walls |
| --- | --- |
| Types | By its location:   * Interior * Exterior (includes perimeter fence)   Walls according to the predominant material type:   * Brick walls. * Drywall walls. * Stone walls. * Concrete retaining walls. * Wood panel walls. |
| Elements | In general, the wall is composed of the following elements:   * Brick (adobe, concrete). * Roofing. * Insulation. * Skirting and counter skirting. * Sill. * Finish or coating (not including paint). * Drywall or fiber cement panels. * Plywood panels. |

As part of the Integral Cleaning, Waste Management and Pest Control Service, recurring cleaning of walls, which consists of removing dust or other particles, must be performed.

For maintenance, at a minimum, what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive Maintenance | * Inspect for missing items such as: missing pieces of siding or finishes, paint, flooring, baseboards or baseboard, among other similar items. If applicable, replace or install. * Inspect the appearance of humidity, fungus or saltpeter on walls, if necessary, repair or replace. * Inspect the presence of physical damages in the elements, such as: cracks, fissures, crumbling, deformations, breakage, deterioration of corners, detachment of paneling, among others. If necessary, repair or replace. * Verify the firmness of the coating in walls and humid areas such as exteriors, bathrooms, kitchens, as well as in areas near doors or windows. If applicable, repair or replace. * Inspect the finish against fungus, humidity, fire or insects of wood walls, if necessary, renovate. * Inspect the appearance of rising damp and infiltration in walls, repair or repair if necessary. * Inspect the condition of structural contraction or expansion joints, such as: mechanical erosions, chemical erosions, cracks, fissures and large detachments. If necessary, repair or renovate. | Annual  (recommended frequency, it is recommended prior to the beginning of the school year) |

1. **Ceilings, coverings and false ceilings**

Roof maintenance should ensure the preservation of the good condition of its waterproofing, thermal insulation and acoustic insulation characteristics, according to the initial design conditions.

Maintenance must consider recurring inspections, evaluating the effect on the roofs during periods of heavy rain or wind.

The CONCESSIONAIRE must provide maintenance to the types and elements that make up the roofs, coverings and false ceilings, which are defined in the as-built Project. The following table shows the components for reference purposes.

| Components | Roofs or coverings  False ceilings |
| --- | --- |
| Types | By its shape:   * Flat * Vaulted. * Inclined.   By their construction and finishing material, they can be:  Ceilings:   * Concrete roofs. * Lightweight roofs (thermo-acoustic, metal panels, MDF, asphalt tile, ceramic tile, etc.).   False ceilings:   * Wood. * Gypsum boards. * Mineral fiber. * PVC. |
| Elements | In general, the roof is composed of the following elements:   * Supports and fastening elements on roofs of buildings and outdoor areas. * Coverage (mesh, calamine, tiles, among others). * Ceiling. * False ceilings. * Waterproofing systems. |

As part of the Integral Cleaning, Waste Management and Pest Control Service, recurring cleaning of ceilings, coverings and false ceilings must be performed in order to keep them free of external particles.

For maintenance, at a minimum, what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Recurring maintenance | * Removal of any vegetation and windblown roofing materials. * Periodic removal of sediments (produced by rainwater retention) that may form on the roof due to occasional water retention. | Semiannually  (recommended frequency, it is recommended to be done before the beginning of the school year and  before the beginning of the school year and another one in the middle of the year.) |
| Preventive Maintenance | * Inspect the presence of physical damage to the support, fastening and roof covering elements, associated with their state of conservation: cracks, fissures, deformations, breaks, failures or instability of fastening elements, rust, corrosion, buckling, among others. If applicable, repair or renovate. * Inspect for physical damage to waterproofing systems: cracks, fissures, deformations, breakage, failure or instability of fasteners, bulging, etc. If applicable, repair or replace. If applicable, repair or replace. * Inspect for the presence of humidity, fungus or saltpeter, repair or replace if necessary. * Inspect wood coverings for finish against fungus, humidity, fire or insects, if necessary, renew. * Inspect the appearance of humidity by capillarity or infiltration. If necessary, repair the damage. * Inspect for the presence of leaks in contraction joints. If necessary, repair or replace. | Annual  (recommended frequency, it is recommended prior to the beginning of the school year) |

1. **Safety elements**

These elements provide protection and safety to the users; this item includes railings and meshes. Maintenance mainly comprises inspection and revision of the fastening and condition of its elements.

The CONCESSIONAIRE shall provide maintenance to the types and elements that make up the safety elements item, which are defined in the as-built Project. The following table shows the components in reference terms.

|  |  |
| --- | --- |
| Component | Safety elements |
| Types | By type of predominant material:   * Metallic. * Aluminum. * Among others. |
| Elements | * Handrail. * Pilasters or parapets. * Balusters. * Anchorages (fastening elements to the floor or any surface). * Articulated joints (screws, bolts, profiles, among others). * Joints sheets (welds, adhesive glues, among others). * Finishing. |

As part of the Integral Cleaning, Waste Management and Pest Control Service, recurring cleaning of the safety elements must be performed to remove dust or other particulate matter from their surfaces.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| **Type** | **Activities** | **Frequency** |
| --- | --- | --- |
| **Preventive Maintenance** | * Inspect for missing elements, such as: handrails, fasteners, joints, among others. If applicable, replace or install. * Inspect for the presence of physical damage; such as: cracks, Perforations, rust, scale, breaks, humidity, fungus, chipping. If required, repair or replace. * Inspect the anchorages to the floor or wall by means of articulated joints. If signs of deterioration are detected, repair, renew or replace. * Inspect anchorages to the floor or wall by means of fixed (welded) joints. If signs of deterioration are detected, repair, renew or replace. | Annual  (recommended frequency, it is recommended to be done before the beginning of the school year) |

1. **Signage**

The maintenance of signage shall be oriented to revisions of the condition of the elements, ensuring that their signs are legible for users at all times.

The CONCESSIONAIRE shall provide maintenance to the types and elements that make up the signage item, which are defined in the as-built Project. The following table shows the components in reference terms.

| Component | Signage |
| --- | --- |
| Types | By its location:   * Interior. * Exterior.   According to their purpose, they are classified as follows:   * Emergency * Orientation * Informational * Identification |
| Elements | * Text. * Sign colors. * Symbols, among others. |

As part of the Integral Cleaning, Waste Management and Pest Control Service, the signage elements must be cleaned on a recurring basis to remove dirt and residue from the elements.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| **Type** | **Activities** | **Frequency** |
| --- | --- | --- |
| **Preventive Maintenance** | * Inspect for missing signage, as per drawings. If required, replace and install. * Inspect that the signs are visible, if necessary, renew or repair. * Inspect for the presence of physical damage, such as: scratches, discoloration, breakage, loss of adherence, unevenness, non-aligned, among others. If applicable, repair or renew. | Semiannual  (it is recommended that it be carried out  before the beginning of the school year and another one in the middle of the year). |

* + 1. **SANITARY FACILITIES**

The maintenance of the sanitary facilities is a priority for the educational infrastructure due to the high risk that a malfunction represents.

The project considers the following set of elements that are part of the sanitary installations for the project:

The CONCESSIONAIRE shall provide maintenance to the subcomponents and elements that make up the sanitary facilities, which are defined in the as-built Project.

| Component | Sanitary installations |
| --- | --- |
| Subcomponents | Cold water system.  Hot water system.  Fire water system.  Water system for irrigation.  Drainage, ventilation and drainage system.  Rainwater system (gutters).  Rainwater evacuation system (overhead gutters) and storm drainage.  Swimming pool water system. |
| Elements | Pumps  Potable water distribution piping  Valves  Faucets  Flushometer  Storage tank  Pressure systems  Meters  Connections  Manifolds  Drainage  Soil drainage systems  Gutters  Inspection boxes  Drains  Manholes  Lifting systems  Sanitary apparatus |

The CONCESSIONAIRE shall ensure the effective, efficient and timely operation of the sanitary facilities 24 hours a day, every day of the year. In such a way that the educational institutions have a permanent internal water and sewage supply and/or an alternative energy system that guarantees the development of educational activities.

The CONCESSIONAIRE shall implement a Contingency Plan to prevent failures in the supply of drinking water from the public network. When a supply failure occurs, the concessionaire shall request the Supervisor's authorization for the implementation of the contingency plan.

The CONCESSIONAIRE shall ensure the cleaning of the elements of the sanitary installations (faucets, sanitary fixtures, sanitary accessories, among others), with sufficient frequency, through the Integral Cleaning Service, waste management and pest control.

The CONCESSIONAIRE must carry out inspections to verify the condition of the system elements and, if required, replace, replace or repair them, in accordance with the manufacturers' manuals and specifications.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Recurring maintenance | The maintenance of the pool includes the following activities:   * Cleaning of the pool and pool edge. * Disinfection, pH regulation and algae control. * Control and maintenance of filtering system. * Chemical control of pool water. | Daily  (recommended frequency) |
| Recurring maintenance | * Close and open the different valves in the system. * Examine the condition of the float. * Check the faucets of the sanitary devices and lubricate them for their conservation. * Inspect the presence of stones, garbage or sediments in channels, inspection boxes and collectors, which could obstruct the water discharge. * Pouring hot water down the drain of sanitary appliances to degrease the walls of the network pipes and achieve better performance. * Periodically pour water into the drains and siphons of floors that are rarely used. * Inspect the condition of the cistern cover, check for the presence of rust. * Swimming pool: clean the bottom and walls, clean the pre-filter of the purifier and do a backwash, make adjustments to keep the water in good condition (physical and chemical). | Monthly  (recommended frequency) |
| Recurring maintenance | * Cleaning of manholes. * External cleaning of cisterns. | Semiannual  (recommended frequency) |
| Preventive Maintenance | * Carry out a thorough cleaning and disinfection of the tank, remove calcification residues and all types of accumulated garbage, according to national regulations. * Check that the hydropneumatic equipment is working properly, check values of reference pressure and suction pressure, and control equipment. * Clean grease separator. * Uncover sewage system manifolds and inspection boxes and clean them if necessary. * Perform maintenance of valves and hydrants. | Semiannual (minimum frequency, recommended before the beginning of the school year and again in the middle of the year) |
| Preventive Maintenance | * Inspect physical damage to sanitary fixtures (toilets, faucets) such as instability, rust, cracks, among others, that cause leaks. If necessary, repair or replace. * Inspect the absence of any element of the sanitary installations, such as: pipes, faucets, sanitary accessories, among others. If necessary, replace or install. * Inspect the presence of physical damage in the elements of the sanitary installations, it is evident the presence of: oxidation, breaks, dripping, obstruction of drains, among others. If necessary, repair or replace. * Inspect the good condition of all the elements of the fire water system. * Test the operation of toilets and faucets by pulling the lever or holding the faucet running for 10 seconds. Repair if necessary. * Test the operation of drains that could grounds stagnation. If necessary, perform maintenance. * Test the operation of the storm sewer system by supplying water to verify its effectiveness and continuous operation. * Carry out sampling and water quality control of water reservoirs, in order to locate sources of contamination and take control measures if necessary. * Inspect cisterns for cracks, fissures or other physical damage that could grounds leaks or be a source of contamination. If necessary, repair or replace them. * Verify that pumping equipment is operational, if necessary, repair. * Perform tightness tests (piping) and operation of all sanitary installations. * Check the siphonic seal in drains, if necessary, repair or replace. * Check the presence of defects in inspection boxes, manholes and siphons, if necessary, repair. | Annual (recommended frequency, recommended to be done before the beginning of the school year) |

* + 1. **ELECTRICAL INSTALLATIONS**

Maintenance of electrical installations will be a priority because it provides safety and minimizes risks for users and educational infrastructure.

The project considers medium and low voltage installations. The CONCESSIONAIRE shall provide maintenance to the elements that make up the electrical installations, which are defined in the as-built project.

| Category | Electrical installations |
| --- | --- |
| Elements | Connections  Transformer station  Uninterruptible power supply system  Feeders and subfeeders  Main and secondary control panels  Protection and control system  Measuring and recording system  Grounding system  Switches and outlets  Lighting fixtures and luminaires  Emergency lighting equipment  Lightning arresters  Emergency system (Generator set) |

The CONCESSIONAIRE shall ensure the effective, efficient and timely operation of the electrical installations twenty-four (24) hours a day, every day of the year. In such a way that the educational institutions have permanent power supply and/or by means of an alternative energy system that guarantees the development of pedagogical activities.

The CONCESSIONAIRE shall implement a Contingency Plan to prevent failures in the supply of electricity from the public grid. When a power failure occurs, the concessionaire shall request the Supervisor's authorization for the implementation of the contingency plan.

The CONCESSIONAIRE shall ensure the cleaning of the areas for the placement of machines and electrical components (switchboard, electrical substation, generator set) by trained staff and the cleaning of lighting fixtures, switch plates or covers and outlets, with sufficient frequency, through the Integral Cleaning, Waste Management and Pest Control Service.

The CONCESSIONAIRE shall carry out inspections to verify the condition of the system elements and, if necessary, replacement, restocking or repair them, in accordance with the manufacturers' manuals and specifications.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
|  | * Inspect all luminaires and their on/off mechanisms, if necessary, repair or replace. | Semiannual (recommended frequency) |
| Preventive Maintenance | * Inspect that outlet circuits are not overloaded with extension cords or adapters. * Inspect that outlets, switches, junction boxes and panels have covers and are secure. If applicable, repair or replace. * Inspect for physical damage to luminaires, switches, outlets, pass boxes and/or lightning arresters; by the presence of dark spots on luminaires, breakage or rust. If necessary, repair or replace. * Inspect for the presence of physical damage to insulators, such as: breaks, hardening, scratches. If required, repair or replace. * Inspect for exposed wires or conductors, if necessary, repair or install protection (gutters or pipes). * Inspect that the fastening mechanisms, terminals, connections in general in the panels are firm and in good condition. If necessary, adjust or replace fasteners. * Maintenance of the grounding well and/or update the grounding well resistance measurement protocol according to regulations. * Maintenance of pumps and electric pumps. * Inspect if the boards have protection elements and are correctly installed and identified. If necessary, repair or install. * Inspect that the protection of differential switches is maintained for all electrical circuits, and install if necessary. * Perform inspection of circuits and voltages for the monitoring of electrical consumption measurement. * Perform maintenance of the lightning arrester system according to the manufacturer's recommendations. * Perform electrical continuity test of the system and repair the defects found. * Test the operation of the protection fuses, differential fuses and the safety or protection systems of the grounding devices. * Test the operation of the main switch, thermal magnetic switches, current collectors and lighting fixtures by switching them on and off. * Perform insulation and protective earth measurements of isolation transformers (if considered in the Definitive Engineering Study). | Annual  (recommended frequency, it is recommended to be done before the beginning of the school year) |
| Preventive Maintenance | * Perform a general inspection of the installation. | Every 10 years  (recommended frequency) |

The CONCESSIONAIRE shall also carry out load and automatic drive tests of the generator set (backup power system) to evaluate the correct operation of the backup system. For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Recurring maintenance | * Inspection and verification, including the checking and recording of parameters. | Daily  (recommended frequency) |
| Recurring maintenance | * Checking and recording of parameters, cleaning and no-load operation, among others. | Monthly  (recommended frequency) |
| Preventive Maintenance | * Maintenance and verification of the correct operation of the transfer panels. * Review and testing of fuel networks. | Semiannual  (recommended frequency, recommended to be done before the beginning of the school year and another one in the middle of the year) |

Regarding the uninterruptible power supply system, the CONCESSIONAIRE must consider at least what is established in the Maintenance Manual, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Recurring maintenance | * Review and monitor the operation of the UPS, transfer boards and general boards, among others. | Monthly  (recommended frequency) |
| Preventive Maintenance | * Maintenance performed by a technical service authorized by the manufacturer. * UPS battery charge measurements. | Annual  (recommended frequency, it is recommended to be done before the beginning of the school year) |

* + 1. **MECHANICAL INSTALLATIONS**

The CONCESSIONAIRE shall provide maintenance to the elements that make up the mechanical installations, which are defined in the as-built Project.

| Components | Mechanical installations |
| --- | --- |
| Subcomponents | Air conditioning installations.  Ventilation installations. |
| Elements | Air treatment system (evaporator and condenser units, hermetic compressors, etc.)  Piping network  Duct networks  Heat production system  Air cooling system  Mechanical ventilation system |

The CONCESSIONAIRE shall ensure the continuous operation of the system, twenty-four (24) hours a day, every day of the year.

The CONCESSIONAIRE shall ensure the cleaning of the rooms intended for the placement of equipment and components by trained staff and the accessories and elements, with sufficient frequency, through the Integral Cleaning Service, Waste Management and Pest Control.

The CONCESSIONAIRE must carry out inspections to verify the condition of the system's elements and, if necessary, replacement, restocking or repair them, in accordance with the manufacturers' manuals and specifications.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Recurring maintenance | * Thermal power plant: * Measurement of fluid and energy consumption. * Operation of the plant's water softening system. | Daily  (recommended frequency) |
| Recurring maintenance | * Maintenance of equipment operating 24 hours a day, 24 hours a day continuously. | Monthly  (recommended frequency) |
| Preventive Maintenance | * Maintenance of temperature and fluid flow controllers and actuators. * Visual and structural inspections of the facilities where the thermal power plant is located. * Maintenance of all the cutting and regulation devices of the thermal power plant. * Verify that the piping system of the thermal power plant is free of leaks and rust. | Quarterly  (recommended frequency) |
| Preventive Maintenance | * Checking that the ventilation surface and its surroundings are free of obstacles that limit the openings or do not allow the extinguishing equipment to pass through. * Checking the proper condition and cleanliness of the filters, conductors and air diffusers of the ventilation system. * Checking the proper appearance of pipes, regulators and valves. * Inspect the condition of the air conditioning equipment and the condition of the networks in the points that go beyond the expansion joint, making corrections if necessary. * Inspect the condition of the temperers inserted in the ducts. * Inspection of the thermal insulation conditions of the networks, valves and the thermal power plant tank. | Semiannual  (recommended frequency, it is recommended to be done before the beginning of the school year and another one in the middle of the year) |
| Preventive Maintenance | * Visual inspection of the exterior and of the elements that provide ventilation and safety. * Tightness test of the air equipment filter boxes, energy recovery equipment and injection and extraction ducts. * Cleaning of air blades, filters of the air extractor. * Cleaning of ducts, openings, exhaust fans of the ventilation system. | Annual  (recommended frequency, it is recommended to be done before the beginning of the school year) |

* + 1. **FUEL FACILITIES**

The CONCESSIONAIRE shall provide maintenance to the elements that make up the fuel facilities, which are defined in the as-built Project.

| Components | Fuel installations |
| --- | --- |
| Subcomponents | Natural gas system  Liquefied petroleum gas system  Diesel oil system |
| Elements | * Natural gas system (internal installations according to the Natural Gas Distribution Regulations by pipeline network and the Peruvian Technical Standard "Dry Natural Gas" NTP 111.011 and its amendments). * Liquefied petroleum gas system (storage tank, pressure regulating valve, connection piping, internal network, ventilation grid, manual shut-off valve). * Diesel oil system (service tank, electric pump, level control, control panel, piping and fittings, gate valves, alarm fittings, etc.). |

The CONCESSIONAIRE shall ensure the operation of the fuel facilities in an effective, efficient and timely manner, twenty-four (24) hours a day, every day of the year. In such a way that the environments of the educational institutions shall be permanently supplied with fuel.

The CONCESSIONAIRE shall implement a Contingency Plan in case of system failures, in order to guarantee safety conditions for the users.

The CONCESSIONAIRE shall ensure the cleaning of the areas for the placement of equipment and components (storage tank) by trained staff and the accessories and elements, with sufficient frequency, through the Integral Cleaning Service, Waste Management and Pest Control.

The CONCESSIONAIRE must carry out inspections to verify the condition of the system's elements and, if necessary, replacement, restocking or repair them, in accordance with the manufacturers' manuals and specifications.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive Maintenance | * Inspect the absence of any element of the installations, replace if necessary. * Visually inspect the presence of physical damage to the gas evacuation, support and fastening elements, repair or replace if necessary. * Visually inspect joints, repair or replace if necessary. * Inspect that the gas evacuation ducts are not obstructed, as evidenced by crushing, dents, nesting, among others. If necessary, repair. * Check that the ventilation elements are not clogged or obstructed, repair if necessary. * Examination of the state of the piping, to detect possible leaks. * Check the proper appearance of pipes, regulators and valves. | Semiannual  (recommended frequency, it is recommended to be done before the beginning of the school year and another one in the middle of the year) |
| Preventive Maintenance | * Check regulator outlet pressure, replace if necessary. * Check the condition of the control valve, check for obstructions. | Every 2 years  (recommended frequency) |

* + 1. **TELECOMMUNICATIONS SYSTEM**

The CONCESSIONAIRE shall provide maintenance to the elements that make up the security system, which are defined in the as-built project.

1. It has a content filtering system to block access to unsuitable content for students.

| Components | Telecommunications system |
| --- | --- |
| Subcomponents | Sound system.  Fixed telephone system.  Video surveillance system  Burglar alarm system.  General and building fire detection system.  Structured cabling system. |
| Elements | * Ducts. * Conduits. * Chambers. * Recorders. * Troughs. * Distribution boxes. * Among others. |

The CONCESSIONAIRE shall ensure the operation of the equipment and elements of the system twenty-four (24) hours a day, every day of the year. The concessionaire shall attend and solve, with qualified staff, all breakdowns in the emergency devices and equipment, with elements of similar or equal technical characteristics.

The CONCESSIONAIRE shall ensure the cleaning of the equipment and elements of the systems with sufficient frequency to eliminate dirt and residues through the Integral Cleaning Service, Waste Management and Pest Control.

The CONCESSIONAIRE shall carry out inspections to verify the condition of the elements of the systems and, if required, replacement, restocking or repair them, in accordance with the manufacturers' manuals and specifications.

The maintenance should consider at least what is established in the Maintenance Manual, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive maintenance | * Internal cleaning of recorder. * Sensor cleaning. | Quarterly  (recommended frequency) |
| Preventive maintenance | * Checking alarms, power on and off. * Testing of system elements and calibrations. | Semiannual  (recommended frequency) |
| Preventive maintenance | * Inspection that the sockets, pass boxes and boards are fixed or physically damaged. If applicable, repair or replace. * Inspection to verify if cables are exposed, repair or replace if necessary. * Maintenance of software and information systems that are part of the system. * Verification of the operation of the sockets on and off the telecommunications system. If required, repair or replace. * Verification of good reception and good condition of the signal sockets. | Annual  (recommended frequency) |

* + 1. **EMERGENCY SYSTEMS**

The maintenance shall be oriented to carry out operation tests and inspection of the devices, equipment and other elements.

The CONCESSIONAIRE shall provide maintenance to the elements that make up the emergency system, which are defined in the as-built Project.

| Components | Emergency system |
| --- | --- |
| Subcomponents | Extinguishing system  Fire detection and alarm system |
| Elements | Extinguishing System:   * Fire extinguishers. * Firefighting cabinet. * Fire water supply system.   Fire detection and alarm system:   * Automatic control panel. * Smoke detectors, heat detectors, among others. * Manual push buttons. * Alarm sirens. * Anchoring and fixing system. |

The CONCESSIONAIRE shall ensure the operation of the equipment and elements of the system twenty-four (24) hours a day, every day of the year. It shall attend to and solve all breakdowns in the emergency devices and equipment, by elements of similar or equal technical characteristics by qualified staff.

The CONCESSIONAIRE shall ensure the cleaning of the equipment and elements of the system, with sufficient frequency, to eliminate dirt and waste through the Integral Cleaning Service, Waste Management and Pest Control.

The CONCESSIONAIRE shall carry out inspections to verify the condition of the system elements and, if necessary, replace, replace or repair them, in accordance with the manufacturers' manuals and specifications.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive maintenance | * Fire alarm devices and detection: * Inspect the absence of fasteners and covers, as well as the stability of safety lighting, among others. * Inspect smoke detectors for physical damage, among others. If necessary, repair or replace. * Functional testing of emergency lights, if necessary, repair or replace. * Inspect fire detection and alarm devices, if necessary, repair or replace. * Functional testing of fire detection and fire alarm devices to verify their condition and proceed to repair and/or replace them. * In fire extinguishers: * In the case of powder extinguishers with impulse gas bottle, check the good condition of the extinguishing agent. Recharge the extinguishing agent. * Verify the good condition of the system components, especially the triggering and alarm devices, hose, nozzle, valves. * Inspect that the extinguishers have control card and if they require recharging. * Test the installation in the conditions of its reception. * Check its accessibility, the good state of conservation of latches, seals, inscriptions and hoses. * In fire cabinets: * Verify and adjust seals. * Check the correct operation of the nozzle in its different positions and of the closing system. * Check the tightness of the fittings and hose and the state of the gaskets. * Existence of stagnant objects in the joints, hose pipes and state of the gaskets. * Maintenance of the software and information systems that are part of the system. | Annual  (recommended frequency) |

* + 1. **IRRIGATION SYSTEM**

The maintenance of the irrigation system contributes to the care and growth of green areas.

The irrigation systems to be installed in the COAR may be of different types: drip irrigation, sprinkler irrigation, surface irrigation, among others; the CONCESSIONAIRE must choose the irrigation system that consumes the least amount of water. Maintenance shall be provided for all the elements that make up the system, as detailed in the As-Built Project.

| Component | Irrigation system |
| --- | --- |
| Elements[[16]](#footnote-16) | Feeding pipe.  Accumulation tank.  Pressure group.  Distribution pipes.  Automatic or manual programmer.  Valves.  Sprinklers.  Hydrant.  Water boxes.  Among others. |

The CONCESSIONAIRE shall ensure the operation and proper functioning of the irrigation system and the continuous supply of water for irrigation.

The CONCESSIONAIRE shall carry out inspections to verify the condition of the system's elements and, if necessary, replacement, restocking or repair them, in accordance with the manufacturers' manuals and specifications.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Recurring maintenance | * Sprinkler and hydrant cleaning. | Semiannual  (recommended frequency, it is recommended to be done before the beginning of the school year and another one in the middle of the year.) |
| Preventive maintenance | Inspection (after recurring maintenance):   * Inspect the absence of any element of the system, such as: pipes, tanks, pressure group, sprinkler, hydrant, among others. If necessary, replace or install. * Inspect the presence of physical damage in the elements of the system, evidencing; breaks, pinholes, leaks, among others. If necessary, repair or replace. * Inspect the presence of foreign objects in the booster set, clean if necessary. * Inspect the automatic or manual programmers, repair or replace if necessary.   Functional test (after recurring maintenance):   * Check the general functioning of the network by a general test. If applicable, repair or replace. * Check the operation of the booster set by means of a general test. If necessary, repair or replace. | Annual  (recommended frequency, it is recommended to be done before the beginning of the school year) |

* + 1. **GREEN AREAS**

The conservation and maintenance of green areas will be oriented to guarantee the good growth of plant species; the main basic activities are: planting, pruning, irrigation, fertilization and pest control.

The CONCESSIONAIRE must prioritize the cultivation of native or introduced plant species or those that are resistant to drought, cold climates, wind or urban pollution, according to the COAR zone. It is also recommended that waste plant material or weeds be used as organic fertilizer, planting inputs, propagation or other activities related to planting or tree planting.

The following table refers in general terms to the types and elements that make up the green areas to be maintained by the CONCESSIONAIRE.

| Component | Green areas |
| --- | --- |
| Types | By type, green areas can be:   * Tree. * Shrubs. * Couch grass, grass or lawn.   By their shape, green areas can be:   * Gardens. * Planters. * Flower beds. * Among others. |
| Elements | The elements that generally make up green areas are as follows:   * The subsoil. * The ground. * The airs. |

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Recurring Maintenance | * Watering according to irrigation system, climate factors, soil type, time of year, type of green area and step of growth. * Planting and replanting of plant species. | Whenever required |
| Recurring Maintenance | * Clean green areas, removing paper, dust and waste. | Weekly  (recommended frequency) |
| Recurring Maintenance | * Weeding around buildings and weeds growing in the joints of floor finishes or joints between floors or patio areas. | Monthly  (recommended frequency) |
| Recurring Maintenance | * Mow grass (in summer evaluate more frequently). * Cut hedges or fences to maintain an adequate shape and height and avoid the formation or proliferation of parasitic plants. | Bimonthly |
| Recurring Maintenance | * Removing weeds. | Semiannual |
| Recurring Maintenance | * Cut branches and remove dry and broken branches. * Apply organic fertilizer. * Verify the loss of trees and shrubs, if necessary, replace them. | Annual |
| Preventive Maintenance | Inspection (after recurring maintenance):   * Inspect the absence of green area surface, if necessary, install or replace. * Visually inspect the balanced structure of trees or shrubs or for damage that causes them to lean. If applicable, prune by qualified staff. * Visually inspect for physical damage to green areas, including: discoloration, dryness, broken or dead branches, frost burn or other causes. If applicable, repair or plant. * Visually inspect that tree branch elements do not obstruct cables, gutters, press on the roof, or represent obstructions to evacuation circulation and safety zones. If necessary, prune. * Inspect sidewalks or walls for deterioration due to roots or overgrowth of green areas. If necessary, prune. * Apply phytosanitary control of green areas (frequency may vary according to type of vegetation). | Semiannual  (recommended frequency, it is recommended to be done before the beginning of the school year and the other one in the middle of the year) |

* + 1. **FURNITURE**

The CONCESSIONAIRE shall ensure the availability at all times of the furniture, including during the attention of incident requests, and in compliance with the service levels established in Annex 13.

Maintenance shall be inspection-oriented to ensure that the furniture retains its initial technical and physical parameters.

The following table refers to the types and elements comprising the furniture item to which the CONCESSIONAIRE shall provide maintenance and which shall be defined in the as-built Project.

| Component | Furniture |
| --- | --- |
| Types | According to their predominant material, they are classified as follows:   * Metallic. * Wood. * Agglomerates. * Polypropylene. * Among others.   According to their function, these can be:   * Chairs, tables and desks for students and staff (teaching, administrative, security, among others). * Display and storage furniture (lockers, work tables, filing cabinets, shelving, etc.). * Support (armchairs, blackboards, beds, among others). |
| Elements | The furniture in general is composed of the following elements:   * Load-bearing (furniture structure). * Non load-bearing (complements of load-bearing elements). * Self-supporting. |

The CONCESSIONAIRE shall ensure the cleaning of the furniture, with sufficient frequency, through the Integral Cleaning, Waste Management and Pest Control Service.

The CONCESSIONAIRE is obliged to carry out corrective maintenance for the furniture and, as part of this, to attend to incident requests within the foreseen term in compliance with the service levels established in Annex 13.

The CONCESSIONAIRE shall replace the furniture according to its replacement plan approved in the Operation Manual.

For maintenance, at least what is established in the Maintenance Manual must be considered, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive Maintenance | * Inspection of fasteners and anchoring elements. If necessary, lubricate, repair or replace. * Inspection of furniture, check for deformations, dampness, rust, breakage, loosening or absence of screws and rivets. If necessary, repair or replace. * Test drawer functions (correct opening and closing). If necessary, repair or replace. * Perform function tests of movable furniture bearings. If necessary, repair or replace. * Inspection of wooden furniture and its elements, verify that there are no insect infestations, if necessary, renew protection. | Annual  (recommended frequency, it is recommended to be done at the beginning of the school year) |

* + 1. **SPORTS EQUIPMENT**

The CONCESSIONAIRE shall ensure the availability at all times of the sports equipment, including during the attention of incident requests, and in compliance with the service levels established in Annex 13.

Maintenance shall be inspection-oriented to ensure that the sports equipment maintains its initial technical and physical characteristics.

The following table refers to the types and elements that make up the sports equipment item to which the CONCESSIONAIRE must provide maintenance and which shall be defined in the as-built Project.

| Component | Sports equipment |
| --- | --- |
| Types | According to their predominant material, they are classified as follows:   * Metallic. * Stainless steel. * Fiberglass. * Among others.   By their use, these can be:   * Gym (balance bar, floor running mat, adjustable bench, leg extension machine, among others). * Athletics (pole kit, jumping system, etc.). * Multi-sports (futsal arches, volleyball system, etc.). * Among others. |

The CONCESSIONAIRE shall ensure the cleaning of the sports equipment and removal of stains or dirt, with sufficient frequency, through the Integral Cleaning Service, Waste Management and Pest Control.

The CONCESSIONAIRE is obliged to carry out corrective maintenance for the equipment and, as part of this, to attend to incident requests within the foreseen term in compliance with the service levels established in Annex 13.

The CONCESSIONAIRE shall carry out the replacements for the useful life of the sports equipment, according to its replacement plan approved in the Operation Manual.

The maintenance must consider at least what is established in the Maintenance Manual, as well as the activities presented below. It should be noted that the frequencies may increase depending on the environment of the site and the complexity of the educational infrastructure.

| Type | Activities | Frequency |
| --- | --- | --- |
| Preventive Maintenance | * Inspection of fasteners and anchoring elements. * Inspection of joints. * Inspect for missing or broken elements. * Renew weather protection of all equipment requiring it. * Check all materials for structural failure and rust, if necessary, repair or renew. * Check the absence of pathological processes, such as: mechanical erosion, chemical erosion, cracks and fissures, detachments, capillary humidity and accidental humidity in the coatings. * Inspect the condition of the different coatings, when repairs are necessary. | Annual  (recommended frequency, it is recommended to be done at the beginning of the school year) |

* + 1. **TECHNOLOGICAL EQUIPMENT**

The CONCESSIONAIRE shall ensure the availability at all times of the technological equipment, including during the attention of incident requests, and in compliance with the service levels established in Annex 13.

Maintenance shall be oriented to preventive activities to ensure that the technological equipment maintains its initial technical and physical characteristics. It shall also perform preventive maintenance activities for hardware and software.

The following table refers to the types and elements that make up the technological equipment item to which the CONCESSIONAIRE shall provide maintenance and which shall be defined in the as-built Project.

| Component | Technological equipment |
| --- | --- |
| Types | According to their function, these can be:   * Student kit (microphone, scientific calculator, memory stick and laptop). * Teacher's kit (microphone, memory stick and laptop). * Itinerant kit (headset with microphone, memory stick, laptop, laptop, multimedia projector, standard sound system, digital camera + memory card, video camera + memory card, professional sound system, TV, webcam, interactive whiteboard, multifunctional printer, desktop computer, voltage stabilizer, UPS, fingerprint reader, bar code reader, biometric equipment). * Laboratory kit. * Robotics kit. |

The CONCESSIONAIRE is obliged to carry out corrective maintenance for the equipment and, as part of this, attend to incident requests within the foreseen term in compliance with the service levels established in Annex 13.

With respect to laptops, in the event of breakdowns detected as a result of normal use conditions and for any material or manufacturing defect that prevents the use of the equipment, it is the CONCESSIONAIRE'S obligation to replace the equipment at its expense, risk and cost, for one with the same technical characteristics as indicated in Annex 11; within a term of up to seven (7) Calendar Days to comply with the service level MTED.04.

In case of malfunctions due to misuse of laptops by students, COAR's General Directorates or COAR's staff, the GRANTOR shall recognize the cost associated to the equipment and the CONCESSIONAIRE shall be obliged to replace it, subject to the GRANTOR's approval. To obtain the conformity to the replacement of the equipment, the CONCESSIONAIRE shall send to the GRANTOR the replacement request with the results of its inspection and three (3) quotations to support the cost of the equipment. The GRANTOR, after the Supervisor's opinion verifying the misuse of the equipment, within a term no longer than ten (10) Calendar Days shall communicate to the CONCESSIONAIRE its decision regarding the price of the equipment, within this term it may evaluate another quotation provided that it has obtained a lower price for the equipment and that it complies with the same technical characteristics indicated in Annex 11. The CONCESSIONAIRE shall have a term of up to seven (7) Calendar Days to proceed to replace the equipment, counted from the receipt of the opinion of the GRANTOR. It should be noted that this compliance procedure does not exempt the CONCESSIONAIRE from ensuring the immediate availability of the equipment to be replaced.

Furthermore, it is the CONCESSIONAIRE'S obligation to replace the technological equipment according to its useful life, in accordance with the replacement plan approved in the Operation Manual and its updates.

* 1. **DOCUMENTATION**

For the provision of the service, the CONCESSIONAIRE shall develop plans and policies to be presented in the Service Operation Manual, which shall be reviewed and updated annually during the operation step of the project.

**Initial information to be submitted by the CONCESSIONAIRE prior to the operation:**

Service Operation Manual (MO)

The CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, the Service Operation Manual and make the requested corrections, according to the terms set forth in the Concession Contract.

The MO shall include the scope, approach and methodology proposed to comply with the technical specifications of the service and with the service levels (Annex 13).

The MO shall contain at least, but not limited to, the following aspects:

* Regulations.
* Service objectives.
* Scope of the service.
* Methodology for the provision of the service.
* Organizational structure of the service, staff, roles and responsibilities.
* Policies and procedures.
* Program of activities.
* Working day schedules.
* Training program.
* Equipment and supplies.
* Emergency plan, which should develop policies in case of natural or anthropic disasters.
* Maintenance Plan, which includes recurring maintenance activities, preventive and corrective maintenance.
* Program for the replacement of components and elements of the building, furniture and equipment. With respect to the maximum useful life to be considered for the replacement of technological equipment, the following must be complied with:
* Laptop computer: 5 years of useful life
* Interactive whiteboard: 10 years of useful life
* Multimedia projector: 10 years of useful life
* Multifunctional printer: 5 years of useful life.
* Post-construction or as-built project.
* Contingency plan.

The MO shall be updated annually to ensure that process improvements detected during the provision of the services are incorporated. The submission of the update shall be made in accordance with the deadlines set forth in Clause 7.10 of the Concession Contract.

**Periodic information to be submitted by the CONCESSIONAIRE during operation:**

As-built Project

Each year as part of the MO the Concessionaire shall submit updates to the As-Built Project in the format requested by the Supervisor.

Scheduling of maintenance activities

Within a term no longer than one (1) Calendar Day after the approval of the MO by the GRANTOR, the CONCESSIONAIRE shall record in the CCO the dates and times of the maintenance activities.

Inspection reports

Within a period not to exceed one (1) Calendar Day after the inspection for incident requests related to breakdowns or failures in the building, furniture, sports equipment and technological equipment, the CONCESSIONAIRE shall register its report in the CCO.

Scheduled replenishment execution reports

Within one (1) Calendar Day after the execution of the replacement activities programmed according to the MO, the CONCESSIONAIRE shall register its report in the CCO.

Other documents:

In general, the CONCESSIONAIRE shall register in the CCO all the documentation related to the execution of its activities for the maintenance service, within a term no longer than one (1) Calendar Day after being executed.

* 1. **GLOSSARY**
* School year:

Period of days of the calendar year authorized to teach classes in compliance with the minimum teaching hours corresponding to each level of education.

* Green areas:

Green areas are the spaces where all kinds of plant species can be supported and established: hedging plants, shrubs, flower beds, palm trees, trees, among others.

* Operational Control Center (CCO):

Computer system to manage the provision of mandatory services, in charge of the CONCESSIONAIRE.

* Conservation:

The process of maintaining or protecting the state of the educational infrastructure in order to prevent its deterioration or physical alteration.

* Impairment:

Deterioration is understood as a decrease in the original physical conditions of the educational infrastructure caused by natural wear and tear or daily use, lack of maintenance, accidents, improper use, environmental factors, natural or atmospheric phenomena.

The main causes of deterioration are:

a. Deterioration due to natural wear and tear or daily use, caused by the daily activities of the users, which is related to the useful life of the of users, which is related to the useful life of the components of the educational infrastructure.

b. Deterioration due to a lack of recurring and/or preventive maintenance, caused by absence or insufficiency of adequate and timely maintenance actions.

c. Deterioration by accident, caused by unforeseen events.

d. Deterioration due to improper use, caused by the improper use of the educational infrastructure by the users, either due to lack of knowledge of its operation or due to of its operation or due to actions contrary to its use.

e. Deterioration due to environmental factors, caused by identified characteristics of the environment in the area where the educational infrastructure is located.

f. Deterioration due to natural or atmospheric phenomena, caused by climatic phenomena or anomalies in the area where the educational infrastructure is located.

* Availability:

Refers to the time when a system is operational without interruptions.

* Building:

According to the RNE, a building is a work of a permanent nature, intended to house human activities. It includes the fixed and complementary installations attached to it.

* Sports equipment:

It is the set of equipment that allows the development of sports skills in students.

* Technological equipment:

It is the set of technological resources that serve as a means to facilitate the teaching process through technology.

* Educational infrastructure:

It is the physical support of the educational service and is constituted by the set of premises, spaces, buildings, equipment, furniture and/or other assets. It also considers the structural and non-structural elements, electrical installations, sanitary installations, among other technical installations; organized under an architectural concept that considers the requirements of safety, functionality and habitability of the infrastructure and that in turn responds to the pedagogical requirements.

* Maintenance:

Maintenance is the process that includes all the actions that are executed periodically to prevent, avoid or neutralize damages and/or deterioration of the physical conditions caused by misuse or natural wear of the infrastructure of the educational premises, in order to guarantee its useful life and/or prolong its useful life.

* Recurring maintenance:

It is any routine cleaning, watering and painting process or work that is scheduled to be performed in regular periods of time (less than one year), with the purpose of keeping the facilities continuously operational. It is carried out in all areas and on elements such as floors, walls, toilets, windows, metalwork, furniture, equipment and green areas. It does not require specialized technical staff.

* Preventive maintenance:

It is any process or work that must be carried out periodically as planned, allowing the foresight or early detection of wear and tear or deterioration that may occur, as well as the work required to maximize the useful life of the infrastructure in order to ensure timely intervention before failure or collapse of the infrastructure. Depending on the work to be performed, the participation of specialized technical staff may be required.

* Basic preventive maintenance. - This is the process applied to furniture, electrical and sanitary installations, maintenance of roofs, waterproofing, gutters and downspouts, veneer, glass, lamps and light bulbs, among others, either inside the building or in exterior spaces.
* Specialized preventive maintenance. - This is the process applied to equipment and machinery such as, for example: pressure and ejector pumps, security equipment (video surveillance, access control or other) and emergency equipment (smoke detectors, automatic sprinklers or others).
* Corrective maintenance:

This is the process that includes specific repair work on the educational infrastructure and is aimed at correcting deficiencies in the buildings, breakage of furniture and/or breakdowns in equipment caused by improper use, a circumstantial accident, lack of preventive maintenance, among other aspects that do not allow the educational service to be provided in conditions of safety, habitability and functionality as expected. Requires the participation of specialized technical staff.

* Furniture:

According to the Technical Standard on General Design Criteria for educational infrastructure, furniture is the set of movable goods in a building and/or environment.

* As-built or post construction project:

This is the final post-construction documentation and implementation of the furniture and equipment, where the CONCESSIONAIRE details the final project and technical specifications as stipulated in the Concession Contract.

* Use:

It is the interaction that the different individuals that make up the educational community have with the educational infrastructure, in accordance with the function for which it was designed.

* Shelf life:

It is the time interval that starts from the commissioning or operation of the educational infrastructure components and ends when the component is considered irreparable as a result of failure or other relevant factors, or when the frequency or rate of failure becomes unacceptable.

* 1. **ANNEXES**

**Categories of building maintenance incidents**

During the Operation step of the Project, various types of incidents may occur in the building related to breakdowns and failures in the building components, elements of the facilities and mechanical and electromechanical equipment.

The CONCESSIONAIRE shall attend to all requests for attention to incidents in the building recorded by the COAR staff in the CCO in compliance with the Service Levels as stipulated in Annex 13.

The following is the category that will apply to the most common incidents. The CONCESSIONAIRE and the Supervisor shall annually agree on the incorporation of other incidents that may arise with the operation of services in the COAR, which shall be submitted as part of the MO of the Service within the terms established in the Concession Contract.

|  |  |  |
| --- | --- | --- |
| Category | Description | Case studies of failures/incidents |
| High | Incidents whose impact has the potential to grounds significant damage to the facilities or harm to users. | * Breakage and/or obstruction of pipes. * Fire alarm system failure. * Damaged, burned, broken outlet. * Exposed wires, conductors. * Threat of gas leakage. * Inoperative pump equipment. |
| Medium | Incidents that do not suspend the provision of educational services, but may delay the development of educational activities. | * Lighting fixtures are not working. * Detachment of accessories or furniture fittings in functional classrooms, laboratories and ateliers. * Broken glass in doors, windows or partitions. * Leaking faucets. |
| Low | Incidents that are not disruptive and do not grounds significant operational problems. | * Electrical outlets do not work. * Loose fasteners on doors and windows. * Missing window and door hardware. * Loose, worn or cracked parts in floors. * Rusting of metallic elements of electrical installations. * Non-functioning exhaust fans. |

## ANNEX 12: BASIC TECHNICAL SPECIFICATIONS OF SERVICES

## APPENDIX 2: INTEGRAL CLEANING, WASTE MANAGEMENT AND PEST CONTROL SERVICE

* 1. **SERVICE DEFINITION**

The service has three categories: 1) Integral Cleaning, 2) solid waste management and 3) pest control.

* + 1. **INTEGRAL CLEANING SERVICE**

Consists of the cleaning and disinfection of all the components of the educational infrastructure of the High Performance Schools (hereinafter COAR), except for the dining room, kitchen and food storage areas.

* + 1. **SOLID WASTE MANAGEMENT SERVICE**

Consists of the minimization, segregation, collection and storage (at the collection point provided at the COAR) of waste and residues generated by the activities within the COAR facilities.

* + 1. **PEST CONTROL SERVICE**

It consists of the application of prevention and control processes and measures necessary to avoid and eliminate the proliferation of any type of harmful fauna in the COAR facilities, both indoors and outdoors, including the entire perimeter of the COAR.

* 1. **PURPOSE OF THE SERVICE**

The objective of the service is to guarantee, every day of the year, that all the components of the educational infrastructure of the High Performance Schools (hereinafter COAR) in Cusco, Huancavelica and Pasco are clean, disinfected and free of pests, rodents, insects and/or any type of harmful fauna.

* 1. **SCOPE OF SERVICE**
     1. **INTEGRAL CLEANING SERVICE**

It includes the cleaning and disinfection of the COAR environments and surfaces (furniture, equipment), not including the dining room, kitchen and food storage areas. In general terms, considering the COAR's Design Criteria, the integral cleaning service will intervene in the following environments distributed by zones:

* Academic Zone (classrooms, laboratories, Academic Direction, teachers' lounge, auxiliary room, storage, archive and photocopying, restrooms).
* Artistic Expression Zone (art atelier and music atelier, storage, restrooms).
* Library Area (formal and informal reading rooms, computer and audiovisual resource rooms, innovation project room, innovation classrooms, service space, shelving, among others).
* Student Welfare and Development Area (rooms, residential SUM, TV room, cleaning room, laundry, monitors' station, welfare and development directorate, work area, service cubicles, restrooms, among others).
* Sports area (multipurpose grounds, sports field, stand, step, gymnasium, changing rooms, restrooms, among others).
* Administrative management area (general management, reception room, administration office, service room, waiting room, restrooms, etc.).
* General services area.
* Stairs, ramps, circulations, green areas and outdoor spaces.
* General furniture.
* Technological and sports equipment.

As part of the scope of the service, the CONCESSIONAIRE shall attend to the cleaning requests, within the approved working day, that arise in the COARs within the deadlines established for the fulfillment of the associated service level.

* + 1. **SOLID WASTE MANAGEMENT SERVICE**

This service shall be provided every day of the year, in accordance with current and applicable legislation, and the CONCESSIONAIRE shall guarantee the safe, sanitary and environmentally adequate management of solid waste.

The CONCESSIONAIRE shall be responsible for the management of all types of waste generated as a result of the activities at the COAR, with the exception of those generated in the kitchen, dining room and food storage areas, and according to their classification, implement the respective procedures in compliance with the applicable regulations in force.

It will cover solid waste minimization and segregation activities, as well as the collection and storage of solid waste in the designated waste collection points or deposits in the COAR facilities.

The transportation and final disposal of solid waste will be the responsibility of the local governments in accordance with the Project's commitments; however, in the event of any inconvenience with the municipal service, the CONCESSIONAIRE must demonstrate that it acted with reasonable diligence, immediately making the necessary arrangements and communications with the municipalities to request the restoration of the service.

Likewise, good environmental practices oriented to solid waste management must be promoted for students and teachers at the COARs, through ateliers.

* + 1. **PEST CONTROL SERVICE**

It consists of the application of control measures that prevent and eliminate the existence of any type of pests, insects, rodents or any other type of harmful fauna that may affect the health of students and staff of the COAR. These measures must be applied in all COAR facilities, with the exception of the dining room, kitchen and food storage areas. Among the pest control measures, the following can be mentioned:

* Rat extermination: sanitation technique applied for the extermination of commensal rodents (gray rat - rattus norvegicus, black rat - rattus and house mouse - mus musculus).
* Disinsection: sanitation technique aimed at eliminating or controlling the population of insects and other arthropods.
* Disinfection: sanitation technique applied for the elimination of pathogenic microorganisms harmful to humans in the closed environment where human life takes place.
* Prevention of the appearance of birds' nests.
* Special pests: Prevention and elimination of any kind of harmful fauna, corresponding to the habitat where the COAR is located.
  1. **SCHEDULE AVAILABILITY**

The CONCESSIONAIRE shall provide an Integral Cleaning, solid waste management and pest control service to maintain an adequate sanitary environment within the COAR facilities every day of the year.

In order to comply with the quality standards of the service, the CONCESSIONAIRE shall determine the type of activity to be performed, as well as the appropriate frequency of such activity. Said periodicity shall be daily or periodic (weekly, monthly, among others) as required according to the needs of each educational institution.

Likewise, the CONCESSIONAIRE shall also establish a timely and adequate schedule for the activities to be carried out, taking into account the free availability of the environments and in coordination with the GRANTOR. It shall be the entire responsibility of the CONCESSIONAIRE to provide the service without interrupting the usual school activities.

The cleaning schedule shall not interfere with the students' daily activities. However, it must guarantee the availability of staff to attend to cleaning requests (liquid spills, residues due to broken instruments, among others) that may arise, which must be attended to during the staff's working day.

COAR will take advantage of the periods when its activities are interrupted due to vacations and/or holidays, as appropriate, to carry out the most exhaustive and thorough cleaning. The authorizations and schedules for the working hours of the staff shall be coordinated with the GRANTOR.

In the event of any event that may damage or may damage the normal provision of the service, the CONCESSIONAIRE shall immediately notify the GRANTOR and the Supervisor through the CCO.

* 1. **EQUIPMENT AND SUPPLIES**

The CONCESSIONAIRE shall provide, during the entire term of the Concession Contract, uniforms and protective elements for the staff providing the service, as well as supplies, signage, equipment, materials, tools and other elements deemed necessary for the adequate provision of the service. The CONCESSIONAIRE shall be responsible for their acquisition, procurement, storage, insurance, replacement and use in the performance of the service.

The CONCESSIONAIRE shall also be responsible for supplying all consumables to the restrooms, such as: bar or liquid toilet soap, toilet paper, paper towels.

The CONCESSIONAIRE shall guarantee the quality of the supplies, their optimum state of conservation and the permanent control of their expiration dates. The supplies used by the CONCESSIONAIRE shall under no circumstances damage the surfaces of the educational institutions.

Furthermore, the CONCESSIONAIRE shall be responsible for the correct operation of the equipment and tools, ensuring that they are operative and in optimum condition. The maintenance, acquisition and replacement of the equipment or any other element used by the CONCESSIONAIRE for the provision of this service shall be the exclusive responsibility of the CONCESSIONAIRE.

* 1. **STAFF**

The CONCESSIONAIRE shall provide and maintain, during the entire term of the Concession Contract, the necessary and sufficient number of trained staff to guarantee the adequate provision of the service. The number of staff required shall be evaluated according to the demand for activities during the vacation period and the school year.

The CONCESSIONAIRE shall have contingency or replacement staff in case the designated staff suffers any ailment, illness, sickness, resignation, vacation, maternity leave, medical rest, among other cases.

The CONCESSIONAIRE shall ensure that the profile of the staff selected is suitable for the position, respecting COAR's rules of coexistence and regulations. The staff shall be duly trained in the procedures required to perform the service with optimum quality standards. Likewise, the CONCESSIONAIRE shall guarantee that all service staff fully comply with the protocols and procedures established in the corresponding service operations manual, as well as all applicable legal regulations in force for the service.

The CONCESSIONAIRE shall prevent or avoid staff from performing acts that violate the physical and mental integrity of students, teachers and/or visitors during the provision of the service.

The CONCESSIONAIRE shall also comply with the protocols established at the time, in accordance with the health situation at regional or national level and, based on the regulations in force. Likewise, the concessionaire shall train its staff to comply with these protocols.

Under D.S. No. 003-97-TR, it is clearly established that the staff that will provide the service under the Concession Contract will not have any civil or labor relationship with the GRANTOR, being the CONCESSIONAIRE the sole and exclusive responsible for the payment of their remunerations and labor and/or social security benefits.

The GRANTOR may request the sanction and/or change of the assigned staff, when they do not comply with the protocols and procedures established in the Service Operation Manual. The staff withdrawn due to disciplinary measures may not be reassigned to any of the services provided by the CONCESSIONAIRE in the COAR.

* 1. **QUALITY STANDARD**

The quality of service is related (but not limited) to:

* Provide the cleaning service according to the schedules, procedures and routines established in the Operation Manual, previously authorized by the GRANTOR and the Supervisor.
* Guarantee clean environments. An environment that is free of organic, inorganic matter and/or dirt. This is normally achieved through cleaning activities and proper solid waste management.
* Ensure environments free of microorganisms, bacteria, rodents, etc. An environment that is free of disease-causing pathogenic microorganisms such as viruses, bacteria, fungi, etc. that are frequent causes of illness in humans. This is normally achieved through disinfection activities.
* Ensure odor-free environments. An environment that presents an air free of pollutants, disinfected, clean of fumes and free of any bad odor, whether of short or long duration, low or high intensity, caused by internal and/or external factors. This is normally achieved through cleaning and disinfection activities.
* Effectiveness of environmental sanitation for pest elimination and control.
* Timely attention to the cleaning requirements of users, avoiding delays in the provision of educational services.
  1. **REGULATIONS**

For the adequate provision of the integral cleaning, solid waste management and pest control service, the CONCESSIONAIRE must comply with the legal regulations in force, which are detailed below. It should be emphasized that it must also be included that it applies to all the activities for the provision of the integral cleaning, solid waste management and pest control service, as provided by the GRANTOR or other corresponding entities during the term of the Concession Contract.

Among the regulations in force that the CONCESSIONAIRE must comply with are the following:

**Waste and solid waste management and disposal**

* Political Constitution of Peru / art. 2, 67, 68, 69 / 1993.
* General Law of the Natural Protected Areas System No. 26834 / 1997.
* General Health Law No. 26842 / 1997.
* Law No. 28044, General Law of Education (Article 68°).
* Framework Law of the National Environmental Management System approved by Law No. 28245.
* General Environmental Law No. 28611/ 2005.
* Law of the National Disaster Risk Management System, approved by Law No. 29664 (SINAGERD).
* Law No. 30754. Law on Climate Change / to approve National Environmental Policy.
* Law on Integral Solid Waste Management, approved by Legislative Decree No. 1278.
* Regulation of the Framework Law of the National Environmental Management System, approved by Supreme Decree No. 008-2005-PCM.
* Bicentennial Plan: Peru towards 2021, approved by Supreme Decree No. 054-2011-PCM.
* National Environmental Education Policy-PNEA, approved by Supreme Decree No. 017-2012-ED.
* Regulation of Law 28044 (Article 38), approved by Supreme Decree No. 011-2012-ED.
* National Regulations for the Management and Handling of Waste Electrical and Electronic Equipment, approved by Supreme Decree No. 001-2012-MINAM.
* Technical Document: "National Environmental Health Policy 2011-2020", approved by Ministerial Resolution No. 258-2011-MINSA.
* National Plan for Integrated Solid Waste Management 2016 - 2024, approved by Ministerial Resolution No. 191-2016-MINAM.
* Goals and Performance Indicators of the National Policies of Mandatory Compliance of Competence of the Education Sector, approved by Ministerial Resolution No. 190-2016-MINEDU.
* Procedure for the proper management of state-owned movable property qualified as waste electrical and electronic equipment - WEEE, approved by Resolution No. 027-2013/SBN: Directive No. 003-2013/SBN.
* National Environmental Education Plan 2015-2019.
* National Environmental Action Plan - PLANAA PERU: 2011-2021.

**Fumigation, pest and noxious fauna control**

* Sanitary Regulations for Environmental Sanitation Activities in Housing and Commercial, Industrial and Service Establishments, approved by Supreme Decree No. 022-2001-SA.
* Technical Standard, Measurements for Building Works and Urban Allotments, approved by Directorial Resolution No. 073-2010-VIVIENDA-VMCS-DNC.

In the event that any of the aforementioned regulations are repealed or modified during the term of the Concession Contract, they will be replaced by the current or new applicable regulations.

* 1. **FUNCTIONAL TECHNICAL SPECIFICATIONS OF THE SERVICE**
     1. **INTEGRAL CLEANING SERVICE**

For the performance of cleaning and disinfection tasks, the necessary Personal Protective Equipment (PPE) shall be provided for the workers, and the corresponding signaling of the areas before, during and after the end of the cleaning activities shall be carried out in order to avoid accidents when necessary.

Any cleaning activity that interferes with school activities shall be authorized by the GRANTOR, adapting its schedule if necessary (including nights and holidays).

The CONCESSIONAIRE shall ensure the safety of the staff during the execution of cleaning activities, and shall therefore coordinate with the infrastructure staff.

The scope of the integral cleaning activities to be included in the service is detailed below, without prejudice that the CONCESSIONAIRE may modify the routine program during the preparation of the Service Operation Manual, which shall be approved by the GRANTOR and the Supervisor.

Daily or routine cleaning: The CONCESSIONAIRE shall perform the daily cleaning with materials and supplies appropriate to each type of surface and area, including at least the following:

* Cleaning floors, this includes sweeping floors and mopping floors in interior areas (roofed areas).
* General cleaning of restrooms, as often as necessary and when required; involves sweeping, mopping and disinfecting floors, cleaning and disinfecting all faucets, toilets, mirrors, tiled walls, etc.
* Ensuring the supply of materials in all restrooms (liquid soap, paper towels, toilet paper).
* General vacuuming of offices and other environments, as required.
* Cleaning telephones, computer equipment, household appliances and others.
* Cleaning educational furniture.
* Superficial cleaning of technological equipment.
* Cleaning dividing glass, doors, windows from the inside.
* Cleaning stairs, handrails, passageways and common areas.
* Sweeping interior circulations and passageways.
* Sweeping of sports fields.
* Emptying and cleaning trash garbage cans (scrubbing and disinfection).
* Aromatization of the areas once the cleaning is finished.

Weekly cleaning: The CONCESSIONAIRE shall perform weekly cleaning with materials and supplies appropriate to each type of surface and area, including at least the following:

* Wax and polish floors in classrooms, laboratories, administrative and student welfare offices, support and operational areas.
* Wax and polish all hallways, stairs and floors.
* Clean and scrub ceramic or porcelain tile walls.
* Deep clean and disinfect toilets and urinals.
* Dust and apply protective and shine products to furniture.
* Washing garbage cans.
* Removing dust from fire extinguishers and fire cabinets.
* Cleaning door locks (polishing).
* Cleaning of shelves in archives and storerooms.
* Cleaning of railings and fences, removal of dust or other presence.
* Cleaning of green areas, removal of papers, dust and waste.
* Cleaning and removal of stains from furniture in general.
* Sweeping of sports fields.

Monthly cleaning: The CONCESSIONAIRE shall perform the monthly cleaning with materials and supplies appropriate to each type of surface and area, including at least the following:

* Cleaning exterior glass of internal windows of the rooms.
* Clean the upholstery of chairs and armchairs, among others.
* Clean ceilings.
* Clean door and window grills.
* Cleaning curtains and/or blinds.
* General cleaning of floors.
* General cleaning of sports fields and patios, sweeping and washing.
* Application of protectors to wooden furniture.
* Cleaning of walls, removal of dust or other presence.
* Washing of railings.
* Cleaning of signs, flag boards to remove dirt and debris.
* Superficial cleaning of the connections and ventilation grilles of the facilities.

Quarterly cleaning: The CONCESSIONAIRE shall perform the quarterly cleaning with materials and supplies appropriate to each type of surface and area, including at least the following:

* General cleaning of openings.
* Deep disinfection of handrails, handles, grilles, faucets, etc.
* Washing of curtains and/or cleaning of blinds, as appropriate.
* Shake and clean ceiling of dust and/or external particles.
* Sweep outside of roofs, remove debris.
* Cleaning of perimeter fence, removal of dust or other presence.
* Cleaning of food debris, paint or dust from light fixtures, switch and outlet plates or covers.

Temporary or extraordinary cleaning: Occasional or extraordinary cleaning shall be understood as those activities required on the occasion of extraordinary events that demand a timely cleaning. Without being exhaustive in nature, the CONCESSIONAIRE shall comply with the following:

* Attention to cleaning incident requirements.
* Special cleaning services for inspections, inaugurations, visits or any other event at the request of the COAR General Directorates.

Vacation cleaning: It is the deep cleaning of the educational institutions, including all the works of the previous cleaning routines.

* + 1. **SOLID WASTE MANAGEMENT**

The procedures and resources proposed by the CONCESSIONAIRE in the Service Operation Manual must comply with the applicable regulations in force regarding solid waste management.

The activities for solid waste management carried out by the CONCESSIONAIRE shall guarantee compliance with the applicable regulations in force:

* Implementation of strategies to minimize the generation of solid waste in the COARs.
* Ensure the segregation of solid waste, according to the classification of the Peruvian regulations in force (metals, plastics, glass, paper and cardboard, organic, general and hazardous).
* Ensure that the storage of solid waste obeys its nature and characteristics and complies with applicable criteria in current regulations. In the case of hazardous waste, storage should be in a fenced area.
* Daily removal and transfer of solid waste from the internal containers (initial storage) in each area of the educational institutions to the containers located at the collection points or internal waste deposits.
* Ensure that waste bags are not thrown, dragged on the floor or compacted, in order to avoid contamination of the environment.
* Ensure that solid waste containers do not exceed 3/4 of their maximum capacity.
* Use collection carts to transport solid waste to collection points or garbage dumps.
* Ensure that solid waste bags are closed at the time of transfer.
* Ensure that the carts used to transport solid waste have their lids closed.
* Compliance with the schedules, routes and shifts established for the removal of solid waste from the internal containers, guaranteeing the non-interruption of the academic activities of the educational institutions.
* Ensure the implementation of procedures for the reuse and recycling of non-hazardous solid waste.
* Daily cleaning of containers and areas of waste concentration, collection points and garbage deposits.
* Incorporate the necessary furniture for the proper disposal and separation of garbage within the educational institutions.
* Ensure that procedures are established for the management of hazardous solid waste, in accordance with the provisions of current legislation.

In addition, the CONCESSIONAIRE shall prepare all documents related to solid waste management within the terms and conditions stipulated in the Regulation of the Solid Waste Management Law, its updates and/or the regulation that replaces it.

* + 1. **PEST CONTROL**

In order to carry out pest control work, the necessary Personal Protective Equipment (PPE) must be available for the users (workers) who use the inputs and equipment inherent to pest prevention and control activities.

The CONCESSIONAIRE shall ensure that the procedures for the use of equipment and supplies used in pest prevention and control activities comply with the current legal regulations applicable to the service, and that the corresponding signage is in place in the areas being intervened in pest control activities, which shall only be removed when the intervened area is suitable for use.

The CONCESSIONAIRE shall guarantee the implementation of appropriate procedures for the different environments to which the service is intended to be provided, during the entire term of the Concession Contract. To this end, the CONCESSIONAIRE shall implement the following types of measures:

Scheduled preventive treatments for insect prevention

The CONCESSIONAIRE shall develop an insect prevention treatment program, including an inspection by staff. In the event of detection of the presence of pests in any space or environment of the educational institutions, corrective actions shall be implemented immediately in accordance with the procedures established in the service operation manual. For the performance of this activity, the CONCESSIONAIRE shall consider the following:

* The programmed tasks are implemented outside the academic activity schedules.
* The authorized pesticide is applied according to the volume of the environment and according to the manufacturer's instructions.
* Doors and windows are closed and all types of air circulation systems are closed before starting the task.
* The pesticide is applied taking into account the respective care so that under no circumstances can it come into contact with students and COAR staff in general.
* All equipment and utensils are protected to avoid contamination before starting the activity.
* Fumigation of inaccessible spaces such as those above ceilings or soffits, warehouses, etc.
* All types of equipment, furniture and utensils that may have been contaminated are thoroughly cleaned once the activity is finished.
* Ventilate the fumigated area for at least thirty (30) minutes, or according to the manufacturer's instructions, before releasing it for use.

Scheduled preventive treatments for rodent prevention:

The CONCESSIONAIRE shall develop an insect prevention treatment program, including a daily inspection by staff. In case of detection of the presence of rodents or signs of their presence (excrement, signs of gnawing, hair, footprints, etc.) in any area or environment of the educational institutions by the staff of this or any other operational service, corrective actions shall be implemented immediately in accordance with the procedures established in the service's Operation Manual. In order to carry out this activity, the CONCESSIONAIRE shall take the following into account:

* The programmed tasks are implemented outside the academic activities schedule.
* The product is placed in places where students, administrative staff and the educational community in general do not have access.
* The product is used according to the manufacturer's instructions.
* The product is placed in areas where rodents are usually present and in areas where rodents have been observed or are suspected to be present (excrement, signs of gnawing, hair, footprints, etc.).
* The product is replenished or replaced if it is consumed or if it dries out.
* If the bait station is empty, it is replenished with double the amount.
* A record of the activity is made in a Pest Control Report indicating the commercial and chemical name of the pesticide used, quantity applied and places of application.

Scheduled preventive treatments for the prevention of pathogenic microorganisms:

The CONCESSIONAIRE shall implement a Preventive Treatment Routine Program. In case of detection of the presence of pests in any space or environment of the educational institutions, corrective actions shall be implemented immediately according to the procedures established in the service operation manual. In order to carry out this activity, the CONCESSIONAIRE will take into account the following:

* Scheduled tasks are implemented outside of school hours.
* Before applying the disinfectant agent, surfaces should be rinsed to remove even the slightest trace of the products used during cleaning.
* All equipment and utensils are protected to avoid contamination before starting the activity.
* Apply the disinfectant agent in such a way that it can reach all surfaces and environments treated homogeneously according to the technique used.
* The disinfected environments should be closed for at least one (1) hour.
* Inspect that all surfaces are free of disinfectant agents.
* Thirty (30) minutes before the use of a room, open the windows for ventilation.

Programmed preventive treatments of other types of noxious faunas:

The CONCESSIONAIRE shall implement a program of Preventive Treatment Routines for other types of Noxious Fauna based on the results of a previous study to identify the noxious fauna typical of the place or region where the project is located.

Monthly pest detection and monitoring:

The CONCESSIONAIRE shall implement a pest detection and monitoring program and shall be responsible for the following actions:

* Monthly walk-through, by trained staff, of the entire educational premises for signs of pest presence and/or complaints from students and staff about the appearance of insects or pests in general.
* Monthly monitoring of traps and bait stations in order to replenish products or correct any type of failure.
* Conducting monthly studies on the location of harmful fauna, factors that may have given rise to them and factors that may have favored the proliferation of their infestation.
  1. **DOCUMENTATION**

For the provision of the service, the CONCESSIONAIRE shall develop plans and policies to be presented in the Service Operation Manual, which shall be reviewed and updated annually during the operation step of the project.

**Initial information to be submitted by the CONCESSIONAIRE prior to the operation:**

Service Operation Manual (MO)

The CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, the Service Operation Manual and make the requested corrections, according to the terms set forth in the Concession Contract.

The MO shall include the scope, approach and methodology proposed to comply with the technical specifications of the service and with the service levels (Annex 13).

The MO shall contain at least, but not limited to, the following aspects:

* Regulations.
* Service objectives.
* Scope of the service.
* Methodology for the provision of the service.
* Organizational structure of the service, staff, roles and responsibilities.
* Policies and procedures.
* Schedule of activities, the CONCESSIONAIRE shall propose limited cleaning periods for the different environments that comprise the scope of the service provided.
* Working day schedules.
* Training program.
* Equipment and supplies.
* Minimization and waste management plan.
* Service contingency plan.

The MO shall be updated annually to ensure that process improvements detected during the provision of the services are incorporated. The submission of the update shall be made in accordance with the deadlines set forth in Clause 7.10 of the Concession Contract.

**Periodic information to be submitted by the CONCESSIONAIRE during operation:**

Daily log sheets

The CONCESSIONAIRE, through its staff, shall keep a daily control of the execution of the cleaning activities by areas and shall register it in the CCO within one (1) Calendar Day after the cleaning activities have been executed.

Cleaning schedule

Within one (1) Calendar Day after approval of the MO the CONCESSIONAIRE shall record in the CCO the dates and times of the activities of each environment.

Programming of waste management activities

No later than one (1) Calendar Day after approval of the MO the CONCESSIONAIRE shall record in the CCO the dates and times of the activities.

Pest control programming

No later than one (1) Calendar Day after approval of the MO the CONCESSIONAIRE shall record in the CCO the dates and times of the activities.

Other documents

In addition, the CONCESSIONAIRE shall register in the CCO the following documents:

* At least on a biweekly basis, the CONCESSIONAIRE shall register in the CCO the waste management documents required by the applicable waste management regulations.
* No later than one (1) Calendar Day after contracting the sanitation companies, the CONCESSIONAIRE shall register information from the companies in the CCO.
* On a monthly basis, the CONCESSIONAIRE shall register the environmental sanitation certificates in the CCO.
* Within a term no longer than one (1) Calendar Day after being notified of the environmental sanitation execution plan by the companies, the CONCESSIONAIRE must register it in the CCO, as well as the information regarding the inputs to be used.
  1. **GLOSSARY**
* School year:

Period of days of the calendar year authorized to teach classes in compliance with the minimum teaching hours corresponding to each level of education.

* Operational Control Center (CCO):

Computer system for management, follow-up and monitoring of the provision of mandatory services by the CONCESSIONAIRE.

* Pest Control:

It is the set of activities aimed at controlling pests in a specific way.

* Disinfection:

The process of eliminating forms of microorganisms (bacteria) through the application of chemical and physical agents called disinfectants.

* Cleaning:

It is the set of operational activities by means of which dirt and dust are removed from any type of surface of the school premises.

* Solid waste management:

It is the set of procedures and policies that must be followed, in accordance with current regulations, for the proper management and disposal of solid waste generated on school premises.

* Solid waste:

Any object, material or resulting substance that is abandoned or discarded after having been generated by any type of human activity, as well as any agent or waste product of nature that has been abandoned or discarded on school premises.

## ANNEX 12: BASIC TECHNICAL SPECIFICATIONS OF SERVICES

## APPENDIX 3: LAUNDRY SERVICE

* 1. **SERVICE DEFINITION**

The service consists of the development and management of all the necessary processes and activities (reception, washing, drying, ironing, return of garments and, if necessary, mending or sewing) to maintain in adequate conditions of cleanliness and hygiene of the garments used by COAR students, safeguarding their quality during the whole process of the service.

* 1. **PURPOSE OF THE SERVICE**

Provide a laundry service during the school year, at the established times, in COAR Cusco, Huancavelica and Pasco, so that students have sanitized, clean, disinfected and ironed clothes.

* 1. **SCOPE OF SERVICE**

The scope of the service includes all the activities necessary for the laundering of the garments of all COAR students. In a general and non-limiting manner, these activities are: i) reception, ii) washing, iii) drying, iv) ironing, v) delivery of garments and mending or sewing of garments.

Garment collection and delivery activities are carried out within the facilities of the educational institutions, at the times agreed upon with the General Directorates of the COARs.

The garments included in the laundry service are[[17]](#footnote-17):

* School uniform: anything that is considered a school uniform at the time of project implementation.
* Sports uniform: anything that is considered a sports uniform at the time of project implementation.
* Bedding: set of sheets, pillowcase, bedspread, quilt, blanket, or any other garment that takes their place.
* Toiletries: towels or other clothing that takes their place.
* Students' personal clothing: skirt, pants, shorts, blouse, shirt, polo shirt, jacket, sweater, T-shirt.
* Other clothing: laboratory apron.

On the other hand, the service does not include the provision of garments to COAR students, which shall be in charge of the GRANTOR; however, it does include the replacement of garments or alterations in case of proven damage, deterioration or loss due to causes attributable to the CONCESSIONAIRE. The CONCESSIONAIRE shall replace the garments for others of equal or better quality.

Prior to the start of operations or the beginning of the Calendar Year in each COAR, the GRANTOR shall make an annual planning for the laundry service, estimating the total number of students and equivalent garments for the following school period, according to the plans developed regarding the educational model for the beginning of the school period in each COAR. Such planning shall be carried out each Calendar Year during the COAR's Operating Period, for which the GRANTOR shall send an annual schedule, including the calculation of the equivalent garments adjusted by each COAR to the CONCESSIONAIRE, with a copy to the Supervisor, no later than the last day of December of the year prior to the adjustment, so that the CONCESSIONAIRE may make the corresponding arrangements to comply with the minimum laundry service requirements for the following school year.

Exceptionally, for the first adjustment of the laundry service, the GRANTOR shall communicate to the CONCESSIONAIRE the annual schedule no later than thirty (30) Calendar Days after the first COAR that starts the Commissioning according to the provisions of Paragraph 4 of Appendix 1 of Annex 14.

Based on the annual schedule of each Calendar Year, the GRANTOR shall determine the Pr\_Eqi per COAR according to the following expression:

Wherein:

*Pr\_Eq\_COAR1:* Equivalent garments for COAR 1 in year i. If no adjustment is requested in year i, the value will be equal to Pr\_Eq0. If COAR1 is not expected to operate in that Calendar Year, Pr\_Eq\_COAR1 = 0 (zero).

*Pr\_Eq\_COAR2*: Equivalent garments for COAR 2 in year i. If no adjustment is requested in year i, the value will be equal to Pr\_Eq0. If COAR2 is estimated not to operate in that Calendar Year, Pr\_Eq\_COAR2 = 0 (zero).

*Pr\_Eq\_COAR3:* Equivalent garments for COAR 3 in year i. If no adjustment is requested in year i, the value will be equal to Pr\_Eq0. If COAR3 is estimated not to operate in that Calendar Year, Pr\_Eq\_COAR3 = 0 (zero).

*Nro\_COAR\_Operativos:* Corresponds to the number of COARs expected to operate in that Calendar Year.

The maximum total number of equivalent garments in the annual program is 10,365 (Ten thousand three hundred and sixty-five) initial equivalent garments per month (Pr\_Eq0) per COAR according to the equivalencies and parameters established in Appendix 1-1A of Annex 14.

* 1. **SCHEDULE AVAILABILITY**

The laundry service must include the following works:

* Delivery of uniforms and other garments, washed and ironed, two (02) Calendar Days counted from the day after the day following the day of delivery.
* Delivery of bed linen and personal hygiene, two (02) Calendar Days counted from the Day after having been delivered.
* Frequency of pick up and delivery of clothes four (04) times a week.

The days of pick up frequency, as well as the fixed schedule will be defined by the GRANTOR, who will coordinate with the COAR's General Directorates, and will be approved in the Service Operation Manual. It can be considered the first day the service is installed, with the possibility of changing it according to the COAR's needs.

In case of any event that may damage or may damage the normal rendering of the service, the CONCESSIONAIRE shall immediately notify the GRANTOR and Supervisor through the CCO.

* 1. **EQUIPMENT AND SUPPLIES**

The CONCESSIONAIRE shall provide, during the entire term of the Concession Contract, uniforms and protective elements for the staff providing the service. The CONCESSIONAIRE shall be responsible for their acquisition, procurement, storage, insurance, replacement and use in the performance of the service.

The CONCESSIONAIRE shall have the equipment that allows it to provide the service of washing, drying, ironing, mending or sewing, if necessary, and delivery of the students' garments, at the indicated frequencies. During the provision of the service, he/she will be responsible for the correct operation of the equipment and tools, ensuring that they are operative and in optimal conditions. The maintenance, acquisition and replacement of the equipment or any other element used by the CONCESSIONAIRE for the provision of this service shall be the exclusive responsibility of the CONCESSIONAIRE.

The CONCESSIONAIRE shall guarantee a high level of quality of the supplies, which have the pertinent sanitary registration and are in an optimum state of conservation. The CONCESSIONAIRE shall ensure the acquisition of chemical supplies that do not damage or deteriorate the garments, as well as the health of the staff.

* 1. **STAFF**

The CONCESSIONAIRE shall provide and maintain, throughout the term of the Concession Contract, the necessary and sufficient number of trained staff to guarantee the adequate provision of the service.

The CONCESSIONAIRE shall have contingency or replacement staff in case the designated staff suffers any ailment, illness, sickness, resignation, vacation, maternity leave, medical rest, among other cases.

The CONCESSIONAIRE shall ensure that the profile of the staff selected is suitable for the position, respecting COAR's rules of coexistence and regulations. The staff shall be duly trained in the procedures required to perform the service with optimum quality standards. Likewise, the CONCESSIONAIRE shall guarantee that all service staff fully comply with the protocols and procedures established in the corresponding service operations manual, as well as all applicable legal regulations in force for the service.

The CONCESSIONAIRE shall prevent or avoid staff from performing acts that violate the physical and mental integrity of students, teachers and/or visitors during the provision of the service.

The CONCESSIONAIRE shall also comply with the protocols established at the time, in accordance with the health situation at regional or national level and, based on the regulations in force. Likewise, the concessionaire shall train its staff to comply with these protocols.

Under D.S. No. 003-97-TR, it is clearly established that the staff that will provide the service under the Concession Contract will not have any civil or labor relationship with the GRANTOR, being the CONCESSIONAIRE the sole and exclusive responsible for the payment of their remunerations and labor and/or social security benefits.

The GRANTOR may request the sanction and/or change of the assigned staff, when they do not comply with the protocols and procedures established in the Service Operation Manual. The staff withdrawn due to disciplinary measures may not be reassigned with respect to the service provided by the CONCESSIONAIRE to COAR.

* 1. **QUALITY STANDARD**

The quality of service is related (but not limited) to:

* Care of the garments during the washing and handling process. The CONCESSIONAIRE shall deliver the garments in the same conditions of use in which they were delivered.
* Compliance with delivery dates and times agreed upon.
* Use of equipment, resources and supplies that help preserve the environment.
* Timely attention and solution of users' requests for damage and loss of garments.
* Compliance with current regulations related to laundry services.
  1. **REGULATIONS**

For the proper provision of the laundry service, the CONCESSIONAIRE shall comply with the legal regulations in force that apply to all laundry service activities provided by the Ministry of Education or other corresponding entities during the term of the Concession Contract.

Among the regulations in force and the regulations repealing the same that the CONCESSIONAIRE must comply with are the following:

* Political Constitution of Peru / art. 2, 67, 68, 69 / 1993.
* General Education Law (Article 68), approved by Law No. 28044.
* General Health Law No. 26842/ 1997.
* Bicentennial Plan: Peru towards 2021, approved by Supreme Decree No. 054-2011-PCM.
* Regulation of Law 28044, approved by Supreme Decree No. 011-2012-ED.
* School Health Plan 2013-2016, approved by Supreme Decree No. 034 - 2014 - PCM.

In the event that any of the aforementioned regulations are repealed or modified during the term of the Concession Contract, they will be replaced by the current or new applicable regulations.

* 1. **FUNCTIONAL TECHNICAL SPECIFICATIONS OF THE SERVICE**

Regarding the obligations of the GRANTOR:

* He/she shall be in charge of supplying clothing to students.
* He/she must identify the garments it supplies according to the year of purchase.

In a general and non-limiting manner, the obligations of the CONCESSIONAIRE in the activities of the service are detailed as follows.

* + 1. **RECEIPT OF GARMENTS**

The CONCESSIONAIRE shall report to the GRANTOR and Supervisor the list of key staff that will enter the COAR facilities for the garment reception and delivery services, at least one (1) Calendar Day in advance.

The service shall include the provision to each of the students of materials, of appropriate size, for the transfer of the garments requiring laundering. The materials shall be labeled with the student's code to avoid confusion.

The CONCESSIONAIRE shall provide code labels for each of the students of the COAR. The coding to be used shall be provided by the GRANTOR.

The CONCESSIONAIRE shall have a physical or digital system for the control of the reception of student's garments, which allows to verify at least date/time, quantity of garments, types of garments, condition of the garments. The information regarding the control of garments shall be registered in the CCO up to two (2) Calendar Days after the provision of the garment reception service and shall be available to the Supervisor and the GRANTOR.

* + 1. **WASHING AND IRONING OF GARMENTS**

The CONCESSIONAIRE shall select the linen for laundering, according to the criteria that guarantee the best performance and quality of the service. It is recommended to consider the following, without prejudice that the CONCESSIONAIRE in its Service Operation Manual may program other activities in accordance with its best practices:

* Color: green, red, etc.
* Origin: type of uniform, bedding, personal hygiene, etc.
* Type of fabric: according to the type of fabric of the garment, to perform the type of washing.

After selecting the linen, the CONCESSIONAIRE shall proceed to launder it using the appropriate techniques and materials to guarantee the quality of the service. It is recommended to consider the following activities, without prejudice that the CONCESSIONAIRE in its Service Operation Manual may program different activities according to its best practices.

* Pre-washing
* Washing, with application of detergents, soaps, gels or other brands with sanitary registration or DIGESA registration, to ensure the best washing quality.
* Disinfection and bleaching with guaranteed supplies.
* Rinsing.
* Other procedures.

These activities will be carried out to a lesser or greater degree, depending on the type of garments, and using the appropriate temperatures, depending on the amount of soiling and the nature of the clothes to be washed.

The process also includes ironing, according to the type of garment, and folding and/or packaging of the garments.

* + 1. **REPAIRS AND ALTERATIONS**

If, as a result of the washing process, the garments suffer any deterioration, loss of any of their elements (buttons), breakdown of elements (zippers, etc.), the CONCESSIONAIRE shall make the necessary repairs and repairs to the garments.

* + 1. **DELIVERY OF GARMENTS**

This process is carried out within the COAR facilities provided for the service.

The CONCESSIONAIRE shall return to the students correctly identified clothes in the established places and schedules, in Contract with the GRANTOR and according to the COAR's security norms.

The procedure for the delivery of garments shall be carried out with the presence of each student, and the record of control of the state of garments shall be made by the CONCESSIONAIRE.

In the environment established for the delivery of garments, the CONCESSIONAIRE shall make available to the students a Complaint Book, so that they may register any complaint:

* Garments damaged, lost or require alteration.
* Garments that are not clean.
* Among others.

* 1. **DOCUMENTATION**

For the provision of the service, the CONCESSIONAIRE shall develop plans and policies to be presented in the Service Operation Manual, which shall be reviewed and updated annually during the operation step of the project.

**Initial information to be submitted by the CONCESSIONAIRE prior to the operation:**

Service Operation Manual (MO)

The CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, the Service Operation Manual and make the requested corrections, according to the terms set forth in Clause 7.10 of the Concession Contract.

The MO shall include the scope, approach and methodology proposed to comply with the technical specifications of the service and with the service levels (Annex 13).

The MO shall contain at least, but not limited to, the following aspects:

* Regulations.
* Service objectives.
* Scope of the service.
* Methodology for the provision of the service.
* Organizational structure of the service, staff, roles and responsibilities.
* Policies and procedures.
* Program of activities.
* Working day schedules.
* Training program.
* Equipment and supplies.
* Service contingency plan.

The MO shall be updated annually to ensure that process improvements detected during the provision of services are incorporated. The submission of the update shall be made in accordance with the deadlines set forth in the Concession Contract.

**Periodic information to be submitted by the CONCESSIONAIRE during operation:**

Service programming

No later than one (1) Calendar Day after approval of the MO, the CONCESSIONAIRE shall record in the CCO the dates and times of the services (receipt and delivery).

Certificate of commencement of service

Prior to the commencement of a laundry service, the CONCESSIONAIRE shall sign, together with a COAR staff designated by the GRANTOR, a commencement Contract with the date and time of the commencement of the service.

Within a term no longer than one (1) Calendar Day after the completion of each service, the CONCESSIONAIRE shall register in the CCO a copy of the service commencement minutes.

Complaint book

Each Claim Sheet of the Claim Form shall contain at least the following: date, claim sheet number, user identification, claim concept, detail of the claim, observations, signature, among others. The CONCESSIONAIRE shall have at least 3 copies (for the student, GRANTOR, Supervisor) of the Claim Form.

Within a term no longer than one (1) Calendar Day after the end of each service, the CONCESSIONAIRE shall register in the CCO a copy of the Claim Forms that have been generated by the students. Likewise, the CONCESSIONAIRE shall record in the CCO the requests for attention (replacements or alterations) and faults (unclean garments) for their attention or rectification, as appropriate.

Statistics

At least weekly, the CONCESSIONAIRE shall record in the CCO statistics of the total number of garments received and delivered.

* 1. **GLOSSARY**
* School year:

Period of days of the calendar year authorized to teach classes in compliance with the minimum teaching hours corresponding to each level of education.

* Operational Control Center (CCO):

Computer system for management, follow-up and monitoring of the provision of mandatory services by the CONCESSIONAIRE.

* Disinfection:

Process by which most microorganisms are killed or destroyed.

* Washing:

Phases in which dirt and detergent residues are removed by circulating large quantities of clean water.

* Prewash:

Pre-washing phase, since it is required that when the laundry is washed it is free of dirt. Therefore, it is necessary to perform two or more previous wettings (in cold or warm water) to properly remove protein stains and prevent their fixation.

* Garment

It is the set of clothes that includes the service: clothing, bed linen, personal hygiene clothes, other student's clothes.

* Clean garment:

Garments that have a pleasant odor, are sanitized, washed, disinfected, ironed and wrinkle-free and are sent to the COAR.

* Bedding:

These are those garments used for student bedding.

* Toiletries:

These are those items of clothing that are exclusive to the student for use in the swimming pool or bathroom, including: bath towels, hand towels, pool towel, etc.

* Services:

The CONCESSIONAIRE shall provide the services of reception and delivery of garments, at the place designated by the GRANTOR within the COAR facilities.

* School Uniform:

School uniform is understood as any garment given by the GRANTOR for use for school purposes, such as (without being limiting and subject to change): blouse, shirt, pants, skirt, tie, taslan jacket, pullover, sweater, tie, polo pique, jacket, blazers.

* Sports uniform:

Sports uniform is understood as any garment given by the GRANTOR for use for sporting purposes, such as (without being limiting and subject to change): polo shirt, diving jacket, diving pants, shorts.

## ANNEX 12: TECHNICAL SPECIFICATIONS OF SERVICES

## APPENDIX 4: PRIVATE SECURITY AND SAFETY SERVICE

* 1. **DEFINITION OF SERVICE**

It consists of providing comprehensive management of surveillance and security in the High-Performance Schools (hereinafter COAR), providing adequate control, surveillance and protection for all persons and property.

* 1. **PURPOSE OF THE SERVICE**

The purpose of the service is to provide protection to students, COAR staff, visitors and/or guests, as well as to safeguard the assets of the COARs in the regions of Cusco, Huancavelica and Pasco, by means of the physical presence of specialized staff and with the support of the technologies incorporated in the Project and others proposed by the CONCESSIONAIRE.

To achieve this objective, the CONCESSIONAIRE shall carry out prevention, dissuasion and relief actions, in order to provide protection to people and property within the COAR area and its surrounding environment twenty-four (24) hours a day, every day of the year, including holidays.

* 1. **SCOPE OF SERVICE**

The service shall ensure a level of coverage that generates security in the whole area of the COAR, and the service shall be adapted according to the functionality of these and the norms for the educational service established by the GRANTOR.

The service will also have the following scope:

* The CONCESSIONAIRE shall comply with the procedures, regulations and directives issued by the COAR's General Directorates regarding security.
* Access control and user orientation with respect to specific infrastructure environments.
* Protection operations.
* Support in evacuation tasks in natural disasters.
* Attention to security risk situations.
* Parking lot security.
* Provide security in special events, such as: official acts with the presence of the public and authorities, visits of authorities and/or influx of public due to activities promoted by the COAR General Directorates, without altering the normal operation of the COAR.
* Attention to unscheduled security requirements that may arise due to a fortuitous and unexpected event.
* The management and custody of keys to all doors of all COAR rooms (except for the residence area rooms).
* Propose security measures to prevent accidents, personal injury, theft, or other acts that alter the normal operation of COAR.

Likewise, the CONCESSIONAIRE shall guarantee that the service is provided under conditions that do not conflict with the physical integrity of the students and staff in general of the COAR.

* 1. **SCHEDULE AVAILABILITY**

This service shall be provided twenty-four (24) hours a day, every day of the year, without exception. It shall cover the entire area of the COAR. In those COAR environments in which there should not be physical presence of security guards for pedagogical and/or administrative reasons, it shall incorporate remote surveillance by means of technologies, unless expressly indicated by the GRANTOR.

The surveillance positions will be covered uninterruptedly every day of the week, including non-working days, starting the services in a punctual and disciplined way, retiring at the established time of their work schedule, previous relief.

The schedules will be those established in the surveillance register, and in all cases will be adjusted to the educational services in the COAR.

In case of any event that may damage or may damage the normal provision of the service, the CONCESSIONAIRE shall immediately communicate it to the GRANTOR and Supervisor through the CCO.

* 1. **EQUIPMENT AND SUPPLIES**

For the provision of the service, the CONCESSIONAIRE shall have provided all the implements, equipment and safety systems.

By virtue of the foregoing, the CONCESSIONAIRE must:

* Implement security equipment to cover the requirements of service provision.
* Provide technological systems to support security, especially in the most vulnerable points according to security studies.
* The maintenance, acquisition and replacement of the equipment or any other element used by the CONCESSIONAIRE to provide this service shall be the exclusive responsibility of the CONCESSIONAIRE.

Likewise, the CONCESSIONAIRE shall provide at least the following equipment and implements, in sufficient quantity to guarantee the proper provision of the service and ensure safety in the COARs.

*Table 1: Equipment and supplies*

|  |  |
| --- | --- |
| **NO.** | **Concept** |
| 1 | Flashlight for each agent. |
| 2 | Whistle for each agent. |
| 3 | Wand for each agent. |
| 4 | Communication equipment to facilitate coordination to ensure security within the premises. |
| 5 | Magnetic equipment for access control. |

The CONCESSIONAIRE shall also provide the auxiliary materials, in sufficient quantities, as follows:

* Signaling material for small works (barriers, tapes, lights, signs, etc.).
* Photocheck or visitor's passes, duly numbered.

In addition, the CONCESSIONAIRE shall provide the staff with uniforms and personal protective equipment for the performance of their activities. The uniforms provided by the CONCESSIONAIRE shall comply with the provisions of the National Superintendence for the Control of Security Services, Arms, Ammunition and Explosives for Civilian Use, such as DIRECTIVE No. 010-2017-SUCAMEC - DIRECTIVE ESTABLISHING THE CHARACTERISTICS, SPECIFICATIONS AND USE OF UNIFORMS, EMBLEMS, DISTINCTIVES AND IMPLEMENTS OF PRIVATE SECURITY STAFF.

* 1. **STAFF**

The CONCESSIONAIRE shall provide and maintain, throughout the term of the Concession Contract, the necessary and sufficient number of trained staff to guarantee the adequate provision of the service.

The CONCESSIONAIRE shall have contingency or replacement staff in case the designated staff suffers any ailment, illness, sickness, resignation, vacation, maternity leave, medical rest, among other cases.

In the event that the scheduled replacement does not show up, the CONCESSIONAIRE shall be obliged to assign, within a period of no more than one (1) hour following the change of watchman, another person. It is forbidden for the same agent to work two continuous shifts.

The CONCESSIONAIRE shall ensure that all security staff in operation are in communication with each other and with the person directly in charge of the service at all times.

The CONCESSIONAIRE shall ensure that the profile of the staff selected is suitable for the position, respecting COAR's rules of coexistence and regulations. The staff shall be duly trained in the procedures required to perform the service with optimum quality standards. Likewise, the CONCESSIONAIRE shall guarantee that all service staff fully comply with the protocols and procedures established in the corresponding service operations manual, as well as all applicable legal regulations in force for the service.

The CONCESSIONAIRE shall prevent or avoid staff from performing acts that violate the physical and mental integrity of students, teachers and/or visitors during the provision of the service.

The CONCESSIONAIRE shall also comply with the protocols established at the time, in accordance with the health situation at regional or national level and, based on the regulations in force. Likewise, it shall train its staff to comply with these protocols.

The staff providing services to the COAR must comply with the following profile:

* **Security service supervisor**: They must be trained staff with at least 2 years of experience in this type of work, preferably retired officers of the Armed Forces, Police (Peruvian Police Forces), or have experience in similar work, which does not restrict the submission of civilian staff.
* **Surveillance agent**: At least two (2) years of experience in Integral Security in the area or object of the present service must be accredited (It must be accredited with work certificates issued by the competent authority in the company where he/she worked, indicating the time and place where he/she rendered his/her services).

During the school year, there shall be at least one (1) female agent per shift at the COARs, in charge of guarding the female students' residence area.

Likewise, the CONCESSIONAIRE shall consider a differential profile to operate the video surveillance system, in accordance with the guidelines of the Regulations of Legislative Decree No. 1218.

In general, the surveillance staff must meet the following requirements:

* Health: accredit physical and psychological capacity, with the corresponding certificate (document that must be presented for the signing of the Concession Contract).
* No police record, no criminal record, nor having been separated from the Armed Forces and/or the National Police of Peru (hereinafter PNP) by disciplinary measures.
* Security training issued by companies legally authorized by SUCAMEC, of at least forty (40) teaching hours.
* Current registration in the name of the company proposing it, in the Directorate of Control of Security Services, Control of Weapons, Ammunition and Explosives for Civilian Use - SUCAMEC (under the only modality as a guard).
* Have the training certificate, issued in accordance with the Private Security Services Law (documents that must be submitted for the signing of the Concession Contract).

Pursuant to D.S. No. 003-97-TR, it is clearly established that the staff that will provide the service under the Concession Contract shall not have any civil or labor relationship with the GRANTOR, being the CONCESSIONAIRE the sole and exclusive responsible for the payment of their remunerations and labor and/or social security benefits.

The GRANTOR may request the sanction and/or change of the assigned staff, when they do not comply with the protocols and procedures established in the Service Operation Manual. The staff withdrawn due to disciplinary measures may not be reassigned with respect to the service provided by the CONCESSIONAIRE to COAR.

* 1. **QUALITY STANDARD**

The quality of service is related (but not limited) to:

* Safety in the attention of students and COAR staff, avoiding criminal acts attributable to inadequate security and surveillance conditions.
* Effective protection of educational property and infrastructure.
* Presence of staff at their assigned security posts and access control posts every day of the year.
* Optimal state of the video surveillance system through a control center to be implemented by the CONCESSIONAIRE.
* Timely attention to the requirements of the user area, avoiding the suspension or postponement of procedures within the COAR.
* Mandatory compliance with all current regulations.
  1. **REGULATIONS**

For the adequate provision of the service, the CONCESSIONAIRE shall comply with the legal regulations in force that apply to all the activities of private surveillance and security services provided by the GRANTOR or other corresponding entities at the time the GRANTOR-Concession Contract is in force.

Among the regulations in force that the CONCESSIONAIRE must comply with, are the following:

* Law regulating private security services, approved by Legislative Decree No. 1213.
* Law on Occupational Safety and Health, approved by Law No. 29783.
* Law of the National Citizen Security System, approved by Law No. 27933.
* Law of support to citizen security with public and private video surveillance cameras, approved by Law No. 30120.
* Regulations for the use of video surveillance cameras, approved by Legislative Decree No. 1218.
* Regulation of the Private Security Services Law, approved by Supreme Decree No. 003-2011-IN.
* Regulation of Law No. 27933, approved by Supreme Decree No. 011-2014-IN.
* Guidelines for the organization and pedagogical operation of educational spaces, approved by General Secretariat Resolution No. 172-2017-Minedu.
* Directive No. 04-97-DICSCAMECC: Control standards for the registration, issuance and endorsement of ID cards for surveillance staff.
* Directive No. 10-2017-SUCAMEC, approved by Resolution No. 424-2017-SUCAMEC, which establishes the characteristics, technical specifications and use of uniforms, emblems, badges and implements for private security staff.
* The ISO -IEC 10181-7 Standard Security frameworks for open systems.

In the event that any of the aforementioned regulations are repealed or modified during the term of the Concession Contract, they will be replaced by the current or new applicable regulations.

* 1. **FUNCTIONAL TECHNICAL SPECIFICATIONS OF THE SERVICE**
     1. **SECURITY CONTROL OFFICE**

The different security operations must be coordinated from a Security Control Office within the COARs, which will function as the operations center for the different operations of the service. This office will also be able to control the video surveillance and anti-theft systems installed in the COARs.

Within the COAR facilities, security posts will be established where security staff will be designated to be in charge of the following controls, according to their functions:

* A notebook to control the entry and exit of people, so that in the event of a disaster or risk situation, the number of people in the COARs can be clearly identified.
* Control notebook for the entry and exit of goods and materials.
* Vehicle entry and exit control notebook.
* Log book.
* Daily incident report.

Agents shall be relieved at each security post fifteen (15) minutes in advance and in all cases at their assigned security posts.

* + 1. **ACCESS CONTROL OPERATIONS**

The CONCESSIONAIRE shall comply with the operating procedures to carry out the following controls:

1. **Entry and exit of persons in the COARs**

* Control the daily check-in and check-out of COAR staff, taking into account their workday schedule, leaves of absence and/or service commissions, by means of the Departure Slips or other documents authorized by the COAR General Managements. Control the use of the Photocheck or any other identification document by COAR staff.
* Control the entrance and exit of students enrolled in the COAR, the COAR General Directorates must provide a list to the security staff, and must also inform security of weekend and study trips.
* Ensure that only authorized persons (suppliers, visitors, family members, etc.) have access to COAR facilities, limiting the access of unauthorized persons to restricted areas through verification of identity cards, credentials and/or other documents.
* Control, assign and manage the use of passes for visitors and suppliers (non-COAR staff), both in the access control areas and inside the COAR facilities.
* Inform the corresponding COAR staff of the entry of visitors.
* Carry out access control through direct inspection or electromagnetic means, preventing the entry of unauthorized weapons of any kind.
* Keep a daily record of the entry and exit of people.
* Provide orientation to people at the time of entering the COAR.
* Provide support to people with disabilities and senior citizens entering COAR facilities, without neglecting their security duties.
* Warn of the presence of strangers in the COAR perimeter. In the presence of suspicious persons in the vicinity, the CONCESSIONAIRE's staff shall immediately notify the PNP or Serenazgo of the sector, as appropriate.

1. **Ingress and egress control in the vehicle parking lot**

* Control the entry and exit of vehicles and the contents of trunks entering the COAR by direct inspection or electromagnetic means.

1. **Control of incoming and outgoing materials, furniture, equipment and/or fixtures and supplies in general.**

* Control the entry and exit of materials, furniture, equipment, work documents, equipment and supplies in general, which have the respective purchase orders, authorizations and exit slips, in compliance with administrative rules and procedures, in coordination with the COAR General Directorates.

1. **Control of external sectors**

* The CONCESSIONAIRE shall have permanent control of all external sectors adjacent to the COARs, as well as the facilities on the land.
* The CONCESSIONAIRE shall inform the General Directorates of the COARs, in order to report to the authorities, the facts that so require.
  + 1. **PROTECTION OPERATIONS**

The CONCESSIONAIRE shall immediately make available to the competent authorities the alleged perpetrators of security risk situations, as well as the instruments and evidence of the crimes, including the recordings of the video surveillance system in compliance with the Regulations of Legislative Decree No. 1218.

Likewise, it must communicate with and request, if necessary, the support of the competent authorities (firefighters, civil defense, PNP, among others).

Protection operations must also include:

1. **Surveillance patrols**

The CONCESSIONAIRE shall carry out surveillance patrols around the perimeter of the COAR. Such patrols shall take the necessary actions to ensure the safety of users and property, including but not limited to the following:

* Immediately inform maintenance staff of any damage or deterioration detected in the facilities, equipment, furniture.
* Record in the CCO all security risk incidents that occur in the COARs.
* Secure doors and windows that appear open in empty areas for no apparent reason and that may imply a security risk.
* Verify during their patrols the condition of escape routes (doors, stairs, etc.) for fire evacuation.
* Accompany any person who does not have a justified reason to be in the COARs to the exit of the facilities.

1. **Custody of objects**

The object custody service will include:

* Guard the belongings of persons upon entering the COAR, establishing a schedule for their collection.
* Have a safe for the safekeeping of dangerous objects, such as duly authorized firearms.
* Have a point of reception and delivery of objects.
* Contact the owners of the objects found, when it is known to whom they belong.
* Manage and keep custody of all keys to the COAR doors, both interior and exterior, with the exception of the living area. Shall ensure that a key register is kept and ensure that any duplicate keys are not in circulation and are kept safe at all times.

1. **Special events**

* In eventual circumstances such as: official acts with the presence of the public and presidential and regional authorities, among other personalities; the staff providing security at the COARs must coordinate the protection measures and security protocols in case of emergencies with the personal security of said personalities in order to ensure the physical integrity of the students, COAR staff and visitors.
  + 1. **SUPPORT IN NATURAL DISASTERS AND SECURITY RISK SITUATIONS**

The CONCESSIONAIRE's staff shall respond to natural disasters and to the notice of all security risk situations that arise in the COARs, at all times. Staff shall be trained to comply with all protocols and safety measures approved in the Service Operation Manual.

Some situations will be of imminent risk; that is, situations that materialize immediately or within one (1) hour and involve serious harm to people. Among the situations of imminent risk, without being limiting, the following may be mentioned:

* Incident, threat and/or declared fire.
* Entrapment of environments.
* Accidents requiring first aid.
* Suspicion of explosives.
* Bomb threat.
* Armed robbery.
* Among others.

Part of the CONCESSIONAIRE's obligations will be to carry out periodic drills, in accordance with the evacuation procedures defined in the Service Operation Manual, so that COAR staff and students are trained and have clarity on how to proceed in the event of natural events and safety risk situations.

Some other support activities will be:

* Give notice at all times to the COAR General Directorates and Supervisor when security risk situations arise.
* Give notice to evacuate buildings.
* Ensure that all firefighting equipment is located in the designated location, that there are no obstacles for immediate use if necessary.
* Ensure that all emergency exits are clear of obstructions.
* Secure and render buildings safe following safety hazards.
* Assist in the evacuation of affected areas in the event of fires and other disasters, under the direction of designated COAR staff.
* Coordinate with outside emergency care agencies/entities as part of their duties to assist in connection with any incident.
* Establish systems and procedures to properly and correctly communicate and record in the Computer System, all incidents that occur.
* Conduct a timely review of incidents occurring in the COARs, so as to consider corrective measures in the procedures necessary to check the recurrence of incidents or mitigate the effects should they occur again, as well as the time needed to implement such measures.
  + 1. **VIDEO SURVEILLANCE SYSTEM**

The information of the video surveillance camera recordings shall have a backup of no less than sixty (60) Calendar Days.

The CONCESSIONAIRE shall store the video recordings in accessible electromagnetic systems, in the area provided by COAR, in order to have access to their review if necessary or when requested by the GRANTOR or Supervisor.

* 1. **DOCUMENTATION**

For the provision of the service, the CONCESSIONAIRE shall develop plans and policies to be presented in the Service Operation Manual, which shall be reviewed and updated annually during the operation step of the project.

**Initial information to be submitted by the CONCESSIONAIRE prior to the operation:**

Service Operation Manual (MO)

The CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, the Service Operation Manual and make the requested corrections, according to the terms set forth in the Concession Contract.

The MO shall include the scope, approach and methodology proposed to comply with the technical specifications of the service and with the service levels (Annex 13).

The MO shall contain at least, but not limited to, the following aspects:

* Regulations.
* Service objectives.
* Scope of the service.
* Methodology for the provision of the service.
* Organizational structure of the service, staff, roles and responsibilities.
* Policies and procedures.
* Program of activities.
* Working day schedules.
* Training program.
* Equipment and supplies.
* Service contingency plan.

The MO shall be updated annually to ensure that process improvements detected during the provision of the services are incorporated. The submission of the update shall be made in accordance with the deadlines set forth in Clause 7.10 of the Concession Contract.

**Periodic information to be submitted by the CONCESSIONAIRE during operation:**

Daily incident report

The CONCESSIONAIRE shall prepare a daily incident report, containing all relevant facts and events occurring in the COARs, which shall be recorded in the CCO within a period not exceeding one (1) Calendar Day.

Other documents

The CONCESSIONAIRE shall prepare the documents listed below on a daily basis and shall file them in the CCO within five (5) Calendar Days.

* People's income and expenditure control notebook.
* Control notebook for goods and materials in and out of the plant.
* Notebook of control of income and exits of vehicles.
* Consignment log.
* Staff records
  1. **LIABILITY OF THE CONCESSIONAIRE IN CASE OF LOSS, DAMAGE OR INJURY TO THE ENTITY'S PROPERTY.**

The CONCESSIONAIRE is liable for any damages that its staff may grounds to the concession property and property affected by the COAR concession, as a consequence of non-compliance, negligence or lack of due diligence - whether by action or omission - arising from the provision of the service and/or failure to perform the assigned duties; that is, in the event that the CONCESSIONAIRE had not acted with due diligence or had not complied with the obligations of this Concession Contract, the regulations, directives or internal procedures of COAR and/or its amendments.

Therefore, in the event of any loss, theft, unlawful appropriation or robbery of any of COAR's assets during the provision of the security and surveillance service:

* The CONCESSIONAIRE shall submit to the GRANTOR, with a copy to the Supervisor, within twenty-four (24) hours of the event, a detailed report of what happened, including its disclaimers, in order to objectively establish whether or not the CONCESSIONAIRE acted with due diligence in the performance of the service.
* The COAR General Directorates, upon receipt of the CONCESSIONAIRE's report, shall file a police report of the incident, in order for the police authority to determine who is criminally responsible.

The contractual liability shall be determined by reason of the performance of the functions and activities set forth herein. The parameters to be used by the Supervisor in the investigation to determine the responsibility of the CONCESSIONAIRE in cases of loss, theft, illicit appropriation or robbery of goods are as follows:

* If the staff assigned to the service were at their respective surveillance posts.
* Establish the pre-existence of the asset. Through COAR documents that make it possible to reliably establish that the damaged property was at the site of the event.
* If the staff assigned to the service did not take the necessary protective measures to prevent the loss.
* If the security measures for the control of COAR's property were complied with.
* Whether all entries and exits of staff and goods were recorded at all checkpoints involved in the event.
* If the review of packages, briefcases, bags or vehicles at all checkpoints involved in the event was complied with.

Should the CONCESSIONAIRE be held liable for non-compliance, in the event of loss, theft, illicit appropriation or robbery of the COAR's goods, the CONCESSIONAIRE shall be responsible for the replacement of such goods.

* 1. **GLOSSARY**
* Surveillance agent:

It is the natural person who in the provision of the service has been entrusted with the task of protecting, guarding, performing identity checks at the access, inside and adjacent exteriors of educational institutions and guarding the affected assets of the COAR concession and the protection of students, COAR staff and visitors; in order to prevent, stop, diminish or deter attacks or threats that may affect them in their safety.

* School year:

Period of days of the calendar year enabled to teach classes in compliance with the minimum teaching hours corresponding to each level of education.

* Operational Control Center (CCO):

Computer system for management, follow-up and monitoring of the provision of mandatory services, in charge of the CONCESSIONAIRE.

* Coexistence:

It is the peaceful, respectful and harmonious interaction between COAR students and staff with goods, and with the environment, within the framework of the legal system.

* Teaching hours:

Effective hours of classes.

* Protocol:

Refers to the rules, set of actions and/or procedures established for the development of an activity.

* Security post:

A security post is configured in those positions, places, most vulnerable locations of the COAR facilities, where security staff are assigned to perform their duties and ensure safety.

* Security:

Security is a set of systems, organizational means, human means and actions arranged to eliminate, reduce or control risks and threats that may affect a person to an entity to a facility or an object. Security provides the conditions to face danger, in short, security is the minimization of risk.

* Video surveillance system:

System for monitoring and capturing images, videos or audios of places, people or objects.

* SUCAMEC:

National Superintendence for the Control of Security Services and Control of Weapons, Ammunition and Explosives for Civilian Use.

* Physical surveillance in the educational sector:

The surveillance service in educational centers is that which is provided within the COAR facilities, without firearms, but may eventually be provided with technological means, command batons, communications, non-lethal weapons and any other element duly authorized by SUCAMEC.

## ANNEX 12: TECHNICAL SPECIFICATIONS OF SERVICES

## APPENDIX 5: FOOD SERVICE

* 1. **DEFINITION**

It corresponds to a main food and nutrition service aimed for students of the High Performance Schools (hereinafter COAR). It includes the activities of planning, procurement, reception, storage, preservation, preparation and daily distribution of food to students according to the requirements established in this document and current regulations.

* 1. **PURPOSE OF THE SERVICE**

The objective of the food service is to guarantee a nutritious, healthy, varied, safe, balanced and healthy diet in general, according to the specific needs of the students of the COARs of Cusco, Huancavelica and Pasco.

* 1. **SCOPE OF SERVICE**

The food service comprises two categories:

* + 1. **REGULAR DAILY FEEDING**

It includes the activities of planning, acquisition, reception, storage, preservation, preparation and distribution of food and beverages, through strict quality control standards for the performance of such activities in compliance with current health regulations.

The CONCESSIONAIRE shall provide the students of the COAR with five (5) rations: breakfast, lunch, dinner and two (02) snacks; with the exception of Saturdays and Sundays, when it shall only provide 03 rations (breakfast, lunch and dinner).

The menu programming proposed by the CONCESSIONAIRE shall maintain at all times the nutrient compositions shown in Table 1. Likewise, the CONCESSIONAIRE'S proposal may vary according to the climatic conditions, seasonal products and customs of the geographical area of each COAR.

The menu programming of the regular diet provided to the students shall provide a minimum total caloric value (TCV) of 2200 kcal/day, with a maximum of 2500 kcal/day considering a moderate physical activity of the students, distributed as follows: i) breakfast 20%, ii) mid-morning 10%, iii) lunch 35%, iv) mid-afternoon 10%; and v) dinner 25%.

Table 1: Minimum daily compositional requirements for the preparation and proposal of the menu for each ration

|  |  |  |
| --- | --- | --- |
| Nutrients | VCT (%) | Remarks |
| Proteins | 10 – 15% | 70% of High Biological Value |
| Fats | 25 – 30% | No more than 10% saturated fat  Avoid consumption of trans fats. |
| Carbohydrates | 55 – 65% | Complex Carbohydrates Preference  Only 10% or less of simple sugars |

For the menus of the regular feeding regime, the main ingredient must be meat, the following table shows the minimum grammage of the meat ingredient.

Table 2: Minimum meat input grammage for the regular feeding menu regimen

|  |  |  |
| --- | --- | --- |
| **Structure** | **Ration** | **Grammages** |
| **Bottom plate** | Lunch | Meat 140 gr (raw boneless) |
| **Main course** | Dinner | Meat 120 gr (raw boneless) |

For the menus of the special nutrition regime, the main ingredient and the minimum weight shall be determined in the Operation Manual to be proposed by the Concessionaire and approved by the Grantor.

Prior to the start of operations or the beginning of the Calendar Year of each COAR, the GRANTOR shall make an annual planning for the food service, estimating the total number of referential equivalent servings for each COAR for the following school period, based on the plans developed regarding the educational model for the beginning of the school period in each COAR. Such planning shall be carried out each Calendar Year during the COAR's Operating Period, for which the GRANTOR shall send an annual schedule, including the calculation of adjusted equivalent servings for each COAR to the CONCESSIONAIRE, with a copy to the Supervisor, no later than the last day of December of the year prior to the adjustment, so that the CONCESSIONAIRE may make the corresponding arrangements to meet the minimum food service requirements for the following school year.

Exceptionally, for the first adjustment of the food service, the GRANTOR shall communicate to the CONCESSIONAIRE the annual schedule, no later than thirty (30) Calendar Days after the first COAR that starts the Commissioning in accordance with the provisions of Paragraph 4 of Appendix 1 of Annex 14.

Based on the annual schedule of each Calendar Year, the GRANTOR shall determine the Rac\_Eqi per COAR according to the following expression:

Wherein:

*Rac\_Eq\_COAR1:* Equivalent servings for COAR 1 in year i. If no adjustment is requested in year i, the value will be equal to Rac\_Eq0. If COAR1 is estimated not to operate in that Calendar Year, Rac\_Eq\_COAR1 = 0 (zero).

*Rac\_Eq\_COAR2*: Equivalent servings for COAR 2 in year i. If no adjustment is requested in year i, the value will be equal to Rac\_Eq0. If COAR2 is estimated not to operate in that Calendar Year, Rac\_Eq\_COAR2 = 0 (zero).

*Rac\_Eq\_COAR3:* Equivalent servings for COAR 3 in year i. If no adjustment is requested in year i, the value will be equal to Rac\_Eq0. If COAR3 is estimated not to operate in that Calendar Year, Rac\_Eq\_COAR3 = 0 (zero).

*Nro\_COAR\_Operativos:* Corresponds to the number of COARs expected to operate in that Calendar Year.

In order to carry out the annual programming of the first Calendar Year of each COAR, the GRANTOR shall estimate the consumption of equivalent servings based on the next twelve (12) months, regardless of the effective months of the Operating Period in the first Calendar Year.

The maximum total number of equivalent servings included in the annual schedule is 259,200 (Two hundred and fifty-nine thousand and two hundred) initial equivalent servings per COAR per year (Rac\_Eq0). Exceptionally, in the first Calendar Year, the maximum total number of equivalent initial rations per COAR (Rac\_Eq0) will correspond to: , where Days\_Feeding corresponds to the days that the food service is estimated to be effectively provided in the first Calendar Year for each COAR.

In the annual programming of each Calendar Year, the GRANTOR shall include the weekly calculation of the equivalent servings to be provided per day to the students of each COAR during the Operating Period, taking as a reference the total number established in the annual programming. The GRANTOR may update such value on a weekly basis, for which it shall send to the CONCESSIONAIRE.

Notwithstanding the foregoing, the CONCESSIONAIRE shall provide the food service without any interruption whatsoever, taking as a reference the weekly calculation of equivalent servings included in the annual schedule in accordance with the provisions of this Appendix. On that basis, the Supervisor shall count weekly the rations to be served and shall inform each month about the progress of such consumption to the GRANTOR. In case the maximum total number of equivalent servings in any COAR is exhausted, and there is a balance of consumption in any other COAR, the GRANTOR shall have the option to use such balances in favor of another COAR.

The CONCESSIONAIRE shall provide daily rations per student in the COARs based on the annual schedule or weekly updates of equivalent servings submitted by GRANTOR as set forth in this Appendix. In general, "rations" shall be considered to refer to breakfast, lunch, dinner and snacks, where lunch and dinner correspond to 1 equivalent ration respectively, breakfast to 0.6 equivalent servings, and each snack to 0.3 equivalent servings.

In case the total number of equivalent servings included in the annual programming of the COAR is exhausted, and upon request of the GRANTOR, the CONCESSIONAIRE shall meet the additional servings generated by an unscheduled demand (Rac\_Adic\_Eqi), for which the costs of the additional servings shall be recognized in favor of the CONCESSIONAIRE based on the following formulas:

Wherein:

|  |  |
| --- | --- |
| *Payment\_Rac\_Adici :* | Payment for additional equivalent servings in year i. |
| *PPD2i:* | Inflation and scope adjusted PPD2 component in food and laundry services for year i as set forth in paragraph 2 of Appendix 1 to Annex 14. |
| *ki:* | Food service Adjustment factor for the scope of year i by COAR as set forth in Item 4 of Appendix 1 to Annex 14. |
| *Rac\_Eq\_Adici:* | Additional equivalent servings in year i per COAR considering the rations accounted for by the Supervisor as set forth in this Appendix. |
| *Rac\_Eq0:* | Initial equivalent servings per year per COAR, corresponding to 259,200 (Two hundred and fifty-nine thousand and two hundred), where lunch and dinner are equivalent to 1 ration respectively, breakfast to 0.6 servings, and each snack to 0.3 servings; for a total of 300 (three hundred) students and 270 (two hundred and seventy) Calendar Days of annual food service attention. |
| *Cost\_Rac\_Adici* | Unit cost per additional ration for year i. |

In no case shall the total amount of servings included in the annual programming (Rac\_Eqi X ) plus additional servings (*Rac\_Eq\_Adici*) may exceed the initial equivalent servings per year (*Rac\_Eq\_0* x *Nro\_COAR\_Operatives)* or, in the case of the first Calendar Year, may not exceed the maximum total number of equivalent servings corresponding to .

For the purpose of accounting for the additional servings, a control system shall be established by the Supervisor, through which the additional servings that the CONCESSIONAIRE actually supplies to the students shall be determined, once the equivalent servings included in the annual program have been consumed. The GRANTOR shall make the payment for additional servings in favor of the CONCESSIONAIRE together with the payment of the PPD for the first quarter of the following year, after the corresponding invoice has been sent by the CONCESSIONAIRE.

* + 1. **NUTRITIONAL COUNSELING AND EDUCATION**

The service must have a nutritional program for students that incorporates the following: i) evaluation of nutritional status, ii) nutritional counseling, iii) nutritional education and iv) corresponding follow-up of the food provided. The CONCESSIONAIRE shall have the following obligations:

* Perform evaluations of the nutritional status of all students by measuring weight, height and abdominal perimeter indicators, in order to know their nutritional status. It will be the obligation of the Concessionaire to perform at least three (3) evaluations in a year[[18]](#footnote-18):
* At the beginning of the school year.
* Before leaving for mid-year vacation.
* Before leaving for vacation, at the end of the year.
* Provide at least two (2) nutritional counseling per month to students who require it, according to the results of the evaluation of nutritional status, because they have nutritional problems.
* It shall keep a record of the nutritional history of each student. Such information shall be available to the GRANTOR, with a copy to the Supervisor, in the CCO.
* It will elaborate the "Healthy Eating and Nutrition Plan" with activities and a guide of topics that could be requested by the GRANTOR related to nutrition education. This plan will aim to promote lifestyles and healthy eating in students, parents and staff of the COAR (ateliers, sessions, lectures, campaigns, training, among others). Each COAR will be able to incorporate topics that are required according to their reality. Conduct monthly training sessions.
* Generate monthly reports of its activities, incorporating information on the nutritional status of students. These reports shall be registered in the CCO on the thirtieth (30th) day of each month and shall be available to the GRANTOR and Supervisor.
  1. **SCHEDULE AVAILABILITY**

The schedule for the distribution and serving of food will be previously agreed with the GRANTOR, who will coordinate with the management of the COAR.

The schedule from the reception of the products (fresh food, dry food, cleaning supplies and disinfection materials) by the suppliers until the closing of the facilities, with all the material in perfect conditions of cleanliness and sanitation, shall be the necessary to comply with the obligations of the CONCESSIONAIRE. The schedule shall be coordinated and established with the GRANTOR.

The schedule for the nutritional evaluation shall be established by the GRANTOR, who shall previously coordinate with the COAR General Directorates.

In case of any event that may damage or may damage the normal rendering of the service, the CONCESSIONAIRE shall immediately communicate it to the GRANTOR and Supervisor through the CCO.

* 1. **EQUIPMENT AND SUPPLIES**

The CONCESSIONAIRE shall provide, during the entire term of the Concession Contract, uniforms and protective elements for the staff providing the service, as well as supplies, equipment, kitchenware, crockery, cutlery, glassware, waste garbage cans, waste and other elements deemed necessary for the proper provision of the service. The CONCESSIONAIRE shall be responsible for their acquisition, supply, storage, insurance, replacement and use in the performance of the service.

The CONCESSIONAIRE shall guarantee compliance with the quality standards of the supplies, their optimal state of conservation, storage, refrigeration and permanent control of their expiration dates in accordance with the current legal regulations applicable to the service (technical data sheet and registration of Sanitary Authorization from the General Directorate of Environmental Health (DIGESA) or the National Fishery Health Agency (SANIPES) or the National Agri-Food Health and Quality Service (SENASA), as the case may be, with an effective date for human consumption).

Likewise, the CONCESSIONAIRE shall be responsible for the correct operation of the kitchen equipment, ensuring that it is operative and in optimum condition. The maintenance, acquisition and replacement of the equipment, or any other element used by the CONCESSIONAIRE for the provision of this service, shall be the exclusive responsibility of the CONCESSIONAIRE.

* 1. **STAFF**

The CONCESSIONAIRE shall provide and maintain, throughout the term of the Concession Contract, the necessary and sufficient number of trained staff to guarantee the adequate provision of the service.

The CONCESSIONAIRE shall have contingency or replacement staff in case the designated staff suffers any ailment, illness, sickness, resignation, vacation, maternity leave, medical rest, among other cases.

As part of the key staff of the service, the CONCESSIONAIRE shall include the following professionals:

* Nutritionist for the supervision of the food service through permanent accompaniment. Qualified, licensed and authorized staff with at least three (3) years of experience in activities related to the programming and preparation of collective feeding, or in the planning, supervision and evaluation of special diets.
* Food preparation staff. For the position of Master Chef must have training in gastronomy (minimum 3 years of studies), with a minimum of three (3) years of experience working in the preparation of mass catering and related procedures.

The CONCESSIONAIRE shall ensure that all food and beverage handling staff comply with the good hygienic practices for food handling and processing established in the Service Operation Manual and/or in the applicable sanitary regulations in force[[19]](#footnote-19) taking into account at least the following requirements:

* Health: The CONCESSIONAIRE shall develop a Staff Health Program, which shall include health examinations upon entry and subsequently undergo a complete health examination every six months, and if the period of the examinations is less than the aforementioned period, they shall be renewed before their expiration date. The health examination must also certify that the person is not a carrier of diseases that can be transmitted through food, such as typhoid fever, hepatitis, staphylococcus aureus, or active skin diseases. At least the following tests should be considered: VDRL, chest X-ray, serial stool culture and parasitology, nail bed culture and nasopharyngeal culture. In addition, they must have a valid health card to be presented at the request of the Supervisor.
* Training: staff must be trained at least every three (3) months.
* Personal hygiene: keep hair clean, do not wear personal items such as earrings, necklaces, piercings, bracelets, watches, cell phones, chargers, keys, accessories, among others. Do not smoke, eat or drink during operations.
* Clothing: wear light-colored protective clothing that covers the entire body, wear a cap or cap that covers the hair, have appropriate footwear and exclusive use for the work; in the serving areas, handlers shall additionally use a mouth guard and gloves, which must be disposable. All clothing must be washable, kept clean and in good condition.

The CONCESSIONAIRE shall also comply with the protocols established at the time, according to the sanitary situation at the regional or national level and, based on the regulations in force. Likewise, the Concessionaire shall train its staff to comply with these protocols.

Under D.S. No. 003-97-TR, it is clearly established that the staff that will provide the service under the Concession Contract will not have any civil or labor relationship with the GRANTOR, being the CONCESSIONAIRE the sole and exclusive responsible for the payment of their remunerations and labor and/or social security benefits.

The GRANTOR may request the sanction and/or change of the assigned staff, when they do not comply with the protocols and procedures established in the Service Operation Manual. The staff withdrawn due to disciplinary measures may not be reassigned to any of the services provided by the CONCESSIONAIRE in the COAR.

* 1. **QUALITY STANDARD**

The quality of service is related (but not limited) to:

* Healthy food verifiable through the nutritional status of students, ensuring compliance with the laws of nutrition: quality, quantity, harmony and adequacy.
* Optimal sanitary, nutritional, organoleptic, submission, volume and temperature quality of the food and nutritional preparations and rations provided by the CONCESSIONAIRE.
* The variety of inputs in the preparation of food considering weather conditions, local food, customs and preferences. Different food groups should be included, for example: cereals, tubers, legumes, vegetables, fruits, dairy products and derivatives, meat, fish, poultry, sugars, fats, among others.
* Food service adaptable to the eating habits of students according to their region of origin and special dietary needs (allergies, diseases, low calorie diets, gluten-free diets, among others).
* Timely attention to the food requirements established for students (compliance with schedules).
* Safety and innocuousness in the supply of the service, avoiding infections and intoxications attributable to inadequate storage conditions and/or handling of the food supplied by the service.
* The adequate combination of food that provides the necessary nutrients for the development of the students' activities. The energetic contributions of the menu programming must cover the following student requirements: i) energy, linked to the maintenance of body temperature, ii) growth, related to the energy needs that allow adequate growth of students, iii) physical activity, related to the physical activities performed by students.
* Compliance with the general principles of hygiene included in the Good Food Handling Practices (GMP) and the Hygiene and Sanitation Program (PHS) during all steps of the service based on HACCP principles.
* Within the scope of this service, the CONCESSIONAIRE shall also guarantee adequate conditions of cleanliness and optimum condition of the equipment, utensils, tableware, crockery and other implements used in the activities of reception, storage, conservation, preparation and distribution of food and beverages, as well as the necessary and sufficient equipment to provide the service in safe conditions.
* In addition, all cleaning activities for the cleaning and disinfection of the dining room, kitchen and food and utensil storage areas are included, as well as those for the management of waste generated by the food service. For the execution of these activities, the necessary and sufficient equipment and furniture must be considered to operate in optimum conditions during the term of the Concession Contract.
* Microbiological analysis considering sampling of inert surfaces, live surfaces (food handler's hands) and food and beverages, which may be requested by the GRANTOR.
* Unrestricted compliance with all current regulations.

* 1. **REGULATIONS**

For the adequate provision of the food service, the CONCESSIONAIRE shall comply with the regulations applicable to all activities related to the provision of the service and with the procedures established in the Operation Manual of the service of each COAR.

Among the regulations in force that the CONCESSIONAIRE must comply with are the following:

* General Health Law: Title Two, Chapter 5. General rules on surveillance and sanitary control of food and beverages for the protection of health, approved by Law No. 26842.
* Law on Integral Solid Waste Management, approved by Legislative Decree No. 1278.
* Regulation on Surveillance and Sanitary Control of Food and Beverages, approved by Supreme Decree No. 007-98-SA.
* Regulation on Water Quality for Human Consumption, approved by Supreme Decree No. 0131-2010-SA.
* Law for the Promotion of Healthy Food, approved by Supreme Decree No. 017-2017-SA, Regulation of Law No. 30021.
* Standards for the establishment and operation of collective food services, approved by Supreme Resolution No.0019-81-SA/DVM.
* Sanitary Standard that establishes the microbiological criteria of sanitary quality and safety for food and beverages for human consumption, approved by Ministerial Resolution No. 591- 2008/ MINSA.
* Technical Guide for the microbiological analysis of surfaces in contact with food and beverages. Ministerial Resolution No. 461-2007/MINSA.
* Guidelines for the promotion and protection of healthy eating in Basic Education Institutions, approved by Ministerial Resolution No. 195-2019-MINSA.
* Guidelines for surveillance, prevention and health control of workers at risk of exposure to COVID-19, approved by Ministerial Resolution No. 239-2020-MINSA.
* Technical Standard for guidelines for the promotion of healthy eating and the management of kiosks, cafeteria and school canteens in basic education, approved by Vice Ministerial Resolution No. 076-2019.
* Sanitary Standard for Restaurants and related services, approved by Sanitary Technical Standard No. 142-MINSA/2018/DIGESA.

In the event that any of the aforementioned regulations are repealed or modified during the term of the Concession Contract, they will be replaced by the current or new applicable regulations.

* 1. **FUNCTIONAL TECHNICAL SPECIFICATIONS OF THE SERVICE**

The food service provided by the CONCESSIONAIRE shall comply with the general principles of hygiene included in the Good Manufacturing Practices. These principles shall be applied in the activities of acquisition, reception, storage, conservation, preparation and distribution of food, including the sanitary requirements of food handlers and the cleaning, disinfection and good condition of equipment, utensils and surfaces in general.

The following are some of the activities that comprise the food processing process.

* + 1. **ACQUISITION AND RECEPTION**

The CONCESSIONAIRE shall be responsible for the reception of supplies, in a special area designed for this purpose, ensuring strict compliance with the following requirements as a minimum:

* Ensure that contracted suppliers of inputs have current sanitary authorizations or registrations and comply with technical sanitary requirements regarding storage, transportation and product quality specifications.
* Ensure that the transportation companies contracted to transport foodstuffs have current sanitary authorizations or registrations.
* Verify the quality and sanitary conditions of the products received, taking into account the procedures and provisions established in current sanitary regulations or other regulations applicable to the service.[[20]](#footnote-20)
* It shall ensure that the weight, quantity, temperature and organoleptic characteristics of the supplies received correspond to the requirements requested by the CONCESSIONAIRE from the suppliers.
* Under no circumstances shall the CONCESSIONAIRE receive and transfer to the warehouse any supplies that do not comply with the quality and sanitation conditions established in the service operation manual and/or in the current regulations applicable to the service[[21]](#footnote-21).
* The areas and surfaces used for receiving supplies must be clean and orderly and must meet the necessary health and safety conditions established in the Hygiene and Sanitation Program to guarantee the health and safety of the service staff.
* For the reception of food, the schedules established in the Service Operation Manual must be complied with.
  + 1. **STORAGE AND PRESERVATION**

The CONCESSIONAIRE shall be in charge of storing and preserving the food, guaranteeing the good hygiene practices established in the current regulations applicable to the service4. The following requirements must be strictly complied with as a minimum.

* Storage and preservation conditions for perishable products (meat, fish, poultry, eggs, vegetables, fruits, milk, etc.) must comply with current regulations applicable to the service4.
* For the storage and preservation conditions of non-perishable products, at least the general and specific recommendations established in the current regulations applicable to the service must be taken into account4.
* In the case of frozen foods, the CONCESSIONAIRE shall ensure that the cold chain process is followed and that the correct procedures for refrigerated or frozen foods are applied to ensure that they are in organoleptic and wholesome conditions.
* Strict control shall be kept of the entry, storage, exit and control of the expiration date of supplies and materials, by means of product registration cards.
* The CONCESSIONAIRE shall guarantee the optimum condition of the refrigeration equipment and its continuous and correct operation, ensuring the adequate storage and conservation of the products at all times.
* The CONCESSIONAIRE shall be responsible for making the necessary replacements required to guarantee the adequate provision of the service.
* The areas and surfaces used for food storage and conservation shall be clean and tidy and shall meet the necessary health and safety conditions to ensure the health and safety of the service staff, as well as the quality and good condition of the products and supplies.
* Staff in charge of handling products and inputs must be appropriately dressed, in good health and comply with all sanitary requirements established by current regulations5.
  + 1. **FOOD PREPARATION AND DISTRIBUTION:**

The CONCESSIONAIRE shall be responsible for the preparation and distribution of food, ensuring strict compliance with the following requirements as a minimum:

* Adequate staffing of food handlers will be guaranteed, which will be in accordance with the number of rations and snacks and in compliance with current health regulations.
* Food preparation shall be carried out in the kitchen of each COAR.
* The CONCESSIONAIRE shall provide all the clothing, supplies, equipment, kitchenware, crockery, cutlery, glassware, garbage and waste garbage cans and all the elements deemed necessary for the adequate provision of the service, and shall be responsible for their procurement, supply, safe storage and use in the performance of the service.
* The CONCESSIONAIRE shall ensure that at all times the food and beverage handlers comply with the necessary procedures to ensure good hygienic practices in the food preparation and distribution processes in accordance with the provisions of the applicable regulations in force[[22]](#footnote-22).
* The CONCESSIONAIRE shall ensure that all food and beverage handlers comply with the sanitary requirements established in the service operation manual and in the applicable regulations in force5.
* The composition, quality and variety of the menus shall be proposed by the professional nutritionist assigned by the CONCESSIONNAIRE for each COAR, considering the nutritional requirements of the students, macro and micronutrients of the food to be provided and taking into account the result of the nutritional evaluation of the students. And it must be approved by the GRANTOR.
* The programming of menus shall cover the needs of the minimum requirements of caloric value per day. minimum requirements of caloric value per day indicated in section 1.3.1.
* The CONCESSIONAIRE shall provide a variety of protein-based inputs in the rations (lunch and dinner), according to the customs of the area and ensuring that students receive the amount of protein required in the following table for each ration.

Table 3: Minimum frequency of protein ration inputs

| Protein inputs | Lunch | Dinner |
| --- | --- | --- |
| Beef | 2 | 1 |
| Poultry (chicken, turkey, turkey) | 2 | 4 |
| Fish | 1 | 1 |
| Pork | 1 | 1 |
| Offal | 1 | 0 |
| Total | **7** | **7** |

* The food shall retain the optimum organoleptic and/or temperature conditions at the time it is served for consumption in order to at the time they are served for consumption in order to achieve student satisfaction. student satisfaction. Both the organoleptic conditions and the optimum temperature will be the CONCESSIONAIRE shall propose in the Service Operation Manual and shall be validated by the GRANTOR.
* The menu programming shall have a minimum rotation of thirty (30) days, that is to say, menus shall be changed monthly. Likewise, there will be cyclical menus for each of the seasons of the year, that is to say, the menus will be adapted to the different seasons of the year. Menus may also be adapted to special dates to be defined in Contract with the GRANTOR.
* The programming of menus must consider special diets prescribed by the Nutritionist or prescribed by the doctor. Some diets considered for special diets are the following: soft, diabetic, gluten intolerant, lactose intolerant, low calorie content, low fat content, low salt content, among others. These diets shall have a similar submission to those of the regular feeding regimen, only with the change of the necessary inputs. They shall be prepared by the CONCESSIONNAIRE's nutritionist in permanent coordination with those responsible for providing health services for the respective follow-up. Special diets shall be requested no less than one (1) Calendar Day in advance, submitting the details of the medical prescription or the prescription of the CONCESSIONAIRE's Nutritionist.
* The CONCESSIONAIRE shall keep a control of the equivalent servings served during the services, identifying each student attended.
* **Catalog of products to be used**

The catalog of products/food used by the CONCESSIONAIRE requires the acceptance of the GRANTOR prior to the beginning of the provision of the service and must meet the needs and objectives of the COAR.

The codification and description of each of the parts of the raw materials to be used, applied to each recipe and menu, shall comply with the description of quality and commercial submission for each raw material to be used following the Peruvian technical standards or food codex (if applicable).

Likewise, the menu programming proposed by the CONCESSIONAIRE shall use a variety of foods according to the Peruvian Tables of Food Composition" (FOOD CATALOGUES).

The CONCESSIONAIRE may not reuse under any circumstance raw materials, leftover preparations, leftover oils, and the Supervisor or the GRANTOR.

* **Back-up system**

In the Contingency Plan, the CONCESSIONAIRE shall design and maintain an alternative emergency mechanism in case the service cannot be provided on a regular basis. This mechanism shall be capable of providing the same amount of daily rations for the duration of the grounds that originated its activation or for a period of up to ten (10) Calendar Days.

* The CONCESSIONAIRE shall ensure that the students who by instructions of the GRANTOR require rations or snacks, but do not attend the services, have their meals.
* All food shall be served on a hot line - self-service basis in the COAR dining room.
* The CONCESSIONAIRE shall provide the rations and snacks in appropriate packaging when academic and comprehensive training outings are scheduled for the students. Additionally, the CONCESSIONAIRE shall submit to the GRANTOR the proposals of rations to be served during the academic outings, as part of the monthly menu programming to be submitted, which shall be verified and approved by the GRANTOR.
* The CONCESSIONAIRE shall have a registration space for students, and shall implement a system for the control of the students served.
* The CONCESSIONAIRE shall make available to the GRANTOR and Supervisor, the list of students attended each day.
  + 1. **CLEANING**

The food service includes the cleaning and maintenance of their equipment (for example: kitchen, extractor hood, grease trap, among others) and all the implements used for the provision of the service, as well as the necessary utensils for the provision of food to students. It also includes the collection and disposal of waste in appropriate deposits according to the quantity and characteristics of the same, in the COARs.

Some of the main activities to be performed by the CONCESSIONAIRE, which shall be proposed in the Service Operation Manual, for approval of the GRANTOR, are as follows:

* Food preparation tables shall be wiped down prior to the start and end of cooking duties.
* Dining tables shall be cleaned daily after each service.
* Daily cleaning and disinfection of floors.
* Disinfection of cold rooms two (2) times a year.
* Equipment must be cleaned and disinfected as often as required and must be maintained periodically, according to the recommendation of suppliers, equipment quality dossier or equipment data sheet.
* After use, dishes, silverware and kitchen utensils should be washed and disinfected.
* Daily removal of waste in the kitchen and dining room, after each service, at the collection points determined by COAR.
* Daily cleaning of the waste bins. They must have lids made of resistant and washable material; they must ensure adequate insulation.
* The CONCESSIONAIRE shall establish protocols and procedures for the adequate management of liquid and solid waste, which shall be presented in the Service Operation Manual and shall be approved by the GRANTOR.
  + 1. **WATER FOR FOOD PROCESSING**

The CONCESSIONAIRE shall implement equipment that guarantees that the water used in the kitchen is fit for human consumption in compliance with applicable regulations.

Likewise, the CONCESSIONAIRE shall carry out periodic controls of the water used in the kitchen and keep records of the measurement of chlorine, turbidity and pH, which shall be recorded weekly in the CCO.

* + 1. **CERTIFICATIONS**

The CONCESSIONAIRE shall obtain the Good Manufacturing Practices Certification (hereinafter, GMP) for the food service, which it shall keep in force. For the certification, the CONCESSIONAIRE must contract an independent institution, of recognized prestige in the market and accredited, in accordance with the applicable regulations.

During the Operating Period, the CONCESSIONAIRE shall submit, at the latest together with the submission of the updated version of the Service Operation Manuals, the GMP Certification.

* + 1. **SATISFACTION SURVEYS**

The CONCESSIONAIRE shall carry out a satisfaction survey of the service provided in each COAR every three (03) months. The CONCESSIONAIRE shall be responsible for contracting and paying for the services of the surveyor. The survey shall be carried out by an independent institution of recognized prestige in the market, proposed by the CONCESSIONAIRE and approved by the GRANTOR.

The content and methodology to carry out the survey shall be proposed by the CONCESSIONAIRE in the Service Operation Manual and approved by the GRANTOR.

The data collection shall consider a sample of at least 50% of the total student population in each COAR. The survey questionnaires should include at least the following service quality parameters:

1. Compliance with the dining room schedule.

2. Cleanliness of the dining room (floors, furniture, walls, etc.).

3. Cleaning of utensils (dishes, cutlery, trays, etc.).

4. Food temperature.

5. Taste of food.

6. Combination of foods from the menu schedule.

7. Regarding the attention of the service staff.

A 5-point Likert scale will be used to measure the parameters, with variations between "very dissatisfied" and "very satisfied”.

|  |  |
| --- | --- |
| Very dissatisfied | 1 |
| Dissatisfied | 2 |
| Neither dissatisfied nor satisfied | 3 |
| Satisfied | 4 |
| Very satisfied | 5 |

In the event that the Satisfaction Surveys result in a percentage below 85% for the service, the CONCESSIONAIRE shall submit to the GRANTOR, with a copy to the Supervisor, within a maximum period of seven (7) Calendar Days after the results of the surveys are registered in the CCO, an Action Plan for the correction of the processes involved, the implementation of which shall be verified by the Supervisor.

Within the first fortnight of the last month of each quarter, the CONCESSIONAIRE shall carry out the satisfaction surveys in each COAR. Within the second fortnight of the last month of each quarter, the CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, the results of the evaluation of the surveys, attaching the total number of surveys carried out.

* 1. **DOCUMENTATION**

For the provision of the service, the CONCESSIONAIRE shall develop plans and policies to be presented in the Service Operation Manual, which shall be reviewed and updated annually during the operation step of the project.

**Initial information to be submitted by the CONCESSIONAIRE prior to the operation:**

Service Operation Manual (MO)

The CONCESSIONAIRE shall submit to the GRANTOR, with copy to the Supervisor, the Service Operation Manual and make the requested corrections, according to the terms set forth in the Concession Contract.

The MO shall include the scope, approach and methodology proposed to comply with the technical specifications of the service and with the service levels (Annex 13).

The MO shall contain at least, but not limited to, the following aspects:

* Regulations.
* Service objectives.
* Scope of the service.
* Methodology for the provision of the service.
* Organizational structure of the service, staff, roles and responsibilities.
* Policies and procedures.
* Program of activities.
* Working day schedules.
* Training program.
* Equipment and supplies.
* Healthy eating and nutrition plan.
* Nutritional evaluation program.
* Hygiene and Sanitation Program.
* Good Manufacturing Practices Program.
* Service contingency plan.

The MO shall be updated annually to ensure that process improvements detected during the provision of the services are incorporated. The submission of the update shall be made in accordance with the deadlines set forth in Clause 7.10 of the Concession Contract.

**Periodic information to be submitted by the CONCESSIONAIRE during operation:**

Menu programming

The menu programming shall be updated in monthly cycles, the CONCESSIONAIRE shall send thirty (30) Calendar Days in advance to the GRANTOR, with a copy to the Supervisor, the menu programming for its approval. The GRANTOR shall have a maximum term of fifteen (15) Calendar Days to issue its conformity.

The CONCESSIONAIRE shall register on the first day of each month in the CCO the approved menu programming (regular feeding regime and special nutrition regime), according to date and type of service.

Service programming

No later than one (1) Calendar Day after approval of the MO the CONCESSIONAIRE shall record in the CCO the dates and times of the services (breakfast, lunch, dinner and snacks) and shifts.

Programming of waste management activities

No later than one (1) Calendar Day after approval of the MO the CONCESSIONAIRE shall record in the CCO the dates and times of the activities.

Pest control programming

No later than one (1) Calendar Day after approval of the MO the CONCESSIONAIRE shall record in the CCO the dates and times of the activities.

Satisfaction surveys

Within a term no longer than one (1) Calendar Day after the proposed date, approved in the MO, for the submission of the results of the Satisfaction Surveys, the CONCESSIONAIRE shall register in the CCO the documentation: i) surveys conducted and ii) results of the evaluation.

Product inventory records

The CONCESSIONAIRE shall keep updated, at least every two weeks, the record in the CCO of inventories of its food storage products.

Kardex

The CONCESSIONAIRE shall keep updated, at least every two weeks, the record of the kardex in the CCO.

Purchase orders

The CONCESSIONAIRE shall keep updated, at least every two weeks, the record in the CCO of the purchase orders of supplies for the service.

Nutritional assessment reports

No later than one (1) Calendar Day after the deadline approved in the MO for the submission of the Nutritional Assessment Reports, the CONCESSIONAIRE shall register such documentation in the CCO.

Other documents

In addition, the CONCESSIONAIRE shall register in the CCO the following documents:

* At least every two weeks, the CONCESSIONAIRE shall register in the CCO the documents established in the Service Operation Manual for compliance with the Good Manufacturing Practices.
* At least every two weeks, the CONCESSIONAIRE shall register in the CCO the documents prepared for compliance with the applicable waste management regulations in force.
* Within a term no longer than one (1) Calendar Day after contracting the sanitation companies, the CONCESSIONAIRE shall register information of the companies in the CCO.
* On a monthly basis, the CONCESSIONAIRE shall register the environmental sanitation certificates in the CCO.
* Within one (1) Calendar Day after being notified of the environmental sanitation execution plan by the companies, the CONCESSIONAIRE must register it in the CCO, as well as the information regarding the inputs to be used.
* Up to one (1) Calendar Day after each service, the CONCESSIONAIRE shall record in the CCO the number of equivalent servings served.
  1. **GLOSSARY**
* Water for human consumption:

Water fit for human consumption and for all regular domestic use, including personal hygiene.

* Healthy diet:

It is that varied diet with food preferably in a natural state or with minimal processing, which provides energy and all the essential nutrients that each person needs to stay healthy, allowing them to have a better quality of life at all ages.

* Food:

Any processed, semi-processed or raw substance, which is intended for human consumption including chewing gum and any other substances used in the processing, preparation or treatment of food, but does not include cosmetics, tobacco or substances used solely as medicines.

* Processed food:

They are all those culinary preparations, raw or pre-cooked or cooked, of one or more foods of animal or vegetable origin, with or without the addition of other substances, which must be duly authorized. It may or may not be packaged and ready for consumption.

* Suitable food:

Food that meets sanitary quality and safety criteria established by the sanitary standard.

* School year:

Period of days of the calendar year authorized to teach classes in compliance with the minimum teaching hours corresponding to each level of education.

* Good Manufacturing Practices:

They constitute a set of basic principles with the objective of guaranteeing that products are manufactured under adequate sanitary conditions and that the risks inherent to production and distribution are diminished.

* Organoleptic characteristics:

It is the set of physical characteristics that can be perceived of food through the different senses; such as: taste, smell, texture, color.

* Operational Control Center (CCO):

Computer system for management, follow-up and monitoring of the provision of mandatory services, in charge of the CONCESSIONAIRE.

* Cross-contamination:

Process by which food comes into contact with other foods that are cooked or uncooked and eventually become contaminated as a result of the exchange of foreign substances.

* Food disinfection:

The inactivation of pathogenic agents by means of chemical disinfectants.

* Food borne illness (ETA):

Illness resulting from the consumption of contaminants such as: bacteria, viruses, parasites, fungi, physical particles, harmful chemicals, etc.

* Food safety:

All those actions that guarantee that a food does not contain any contaminant that may grounds harm to the consumer.

* Cleaning:

The removal of dirt (soil, food debris, dust or other objectionable matter). It can be done by scraping, scrubbing, sweeping or pre-rinsing surfaces and applying detergent to loosen the dirt.

* Food handler:

Any staff who performs any activity, operation or treatment in relation to food from production to consumption, and which may influence its sanitary quality.

* Menus:

It is the set of rations and snacks that the CONCESSIONAIRE shall supply in the educational institutions.

* Hygiene and Sanitation Program:

Set of cleaning and disinfection procedures, applied to infrastructure, environments, equipment, utensils, surfaces, with the purpose of eliminating soil, food residues, dirt, grease, other objectionable matter, as well as considerably reducing the microbial load and hazards, which imply risk of contamination for food. It includes measures for proper sanitation of basic services (water, drainage, solid waste) and for the prevention and control of vectors. They are formulated in written form for their application, follow-up and evaluation in a document called Hygiene and Sanitation Program (PHS), based on the principles of Good Manufacturing Practices (GMP).

* Rations

The menus served at breakfast, lunch, dinner and snack services are referred to as "rations".

* Refreshments

Foods served at mid-morning and mid-afternoon services are referred to as "snacks".

* Special diet

Special nutrition is defined as the type of menus provided to students by medical prescription or as a result of nutritional evaluation in cases of: extreme thinness, thinness, obesity, morbid obesity, or if they present some medical condition or allergy that prevents them from consuming the foods of the regular food service.

* Services:

The CONCESSIONAIRE shall provide 5 daily services: breakfast, lunch, dinner, mid-morning snack and mid-afternoon snack.

* Shifts:

Taking into account the capacity of the dining room, the CONCESSIONAIRE shall arrange for the provision of the services.

## ANNEX 12: TECHNICAL SPECIFICATIONS OF SERVICES

## APPENDIX 6: ADMINISTRATION OF MANDATORY SERVICES

1. **DEFINITION OF SERVICE**

Corresponds to the activities to be carried out by the CONCESSIONAIRE to efficiently manage the obligations related to the provision of services, as well as the supply of basic services.

1. **PURPOSE OF THE SERVICE**

The CONCESSIONAIRE shall:

* Guarantee the administration, control, registration and communication to the Supervisor and GRANTOR on the provision of the activities and occurrences of the Mandatory Services contained in the Concession Contract. This also includes providing a computer system that allows the Supervisor and the GRANTOR to request from the CONCESSIONAIRE the attention and/or rectification of any non-compliance in the service levels within the rectification times established in the Concession Contract.
* Provide an administration and management service of the basic services, such as drinking water, drainage, electric power and telecommunications in the COARs; as well as their availability.

1. **SCOPE OF SERVICE**

The Concessionaire shall be responsible for the following scope of service:

* Submit an Operation Manual (OM) of the Administration Service of the services, which will be updated annually. The MO must be submitted as indicated in the Concession Contract.
* Submit periodic and special performance reports to follow up on the obligations of the Concession Contract.
* Implement a computer system before six (6) months prior to the commissioning of the service, which will act as Operational Control Center (hereinafter CCO) and will serve as the communication and interaction axis between the CONCESSIONAIRE, Supervisor and GRANTOR.
* During the commissioning phase, the CONCESSIONAIRE shall train in the use of the OCC the staff responsible for the monitoring of the Concession Contract by the GRANTOR and the Supervisor.
* Monitor the performance of the services and report the results regularly to the Supervision. The CONCESSIONAIRE shall maintain records and information to support these reports and allow for *ad-hoc* requests for information from the Supervisor and GRANTOR.
* Maintain effective communication between the staff assigned to the COARs, the COARs' General Management, the Supervisor and the GRANTOR.
* Manage the potable water, drainage, electric power, fixed telephony and internet services in such a way that they comply with the requirements for the operation of the COAR facilities.
* Take the necessary steps with the service providers in order to guarantee the proper supply of services.
* Optimize the use of services, providing solutions that allow savings, avoid waste and care for the environment.
* Guarantee the supply of services in such a way that they have sufficient capacity to cover the needs of normal, continuous and permanent use in the COARs.
* Guarantee service connections at the consumption points that require it according to the specifications of the As-Built Project.
* Implement contingency plans detailing the actions to be implemented in case of incidents.

1. **TECHNICAL SPECIFICATIONS OF THE CONTRACT MANAGEMENT SERVICE OPERATION MANUAL**

The Service Operation Manual of the Service Administration must contain at least the following aspects:

* Regulations.
* Objective of the service.
* Scope of the service.
* Methodology for the provision of the service.
* Administrative and organizational structure of the Concessionaire (at the level of each COAR and general structure) defining roles and responsibilities.
* Job descriptions.
* Levels of decision-making processes at the Contract level and at the COAR level.
* Details of staff assigned to each COAR and general structure.
* Detail of all services provided, detailing those to be provided in-house and those to be subcontracted.
* Working hours.
* Procedures for monitoring the Contract.
* Procedures for the preparation and submission of periodic reports.
* General administrative procedures.
* General information systems and reporting (periodic and special).
* Internal supervision procedures.
* Schedule of programmed activities at the service management level (travel, meetings, staff training, etc.).
* Procedure for rectification of non-compliances.
* Procedure for handling requests, claims and complaints.
* Quality, environmental and occupational health and safety procedures.
* Training program.
* Service Contingency Plan.

The MO will have a common part for the whole Contract and a specific part for each COAR. Its submission will be in accordance with the provisions of the Concession Contract.

The MO of the Service shall be updated annually to ensure that the improvements in the processes detected during the provision of the services are incorporated. The submission of the update shall be in accordance with Clause 7.10 of the Concession Contract.

The CONCESSIONAIRE shall use a proactive approach to solve recurring problems through the development of solutions to be discussed in the meetings scheduled with the Supervision and the GRANTOR.

1. **TECHNICAL SPECIFICATIONS FOR THE PREPARATION OF PERIODIC AND SPECIAL REPORTS**

The CONCESSIONAIRE shall prepare periodic reports to report information regarding the provision of the Mandatory Services and, in turn, report on the occurrences that have been attended to in each of the COARs. Specifically, the CONCESSIONAIRE shall prepare two types of reports:

* Quarterly Report
* Annual Report.
  1. **QUARTERLY REPORT**

The Quarterly Report shall contain at least the following scopes of work:

* Report on the activities of the Concessionaire's Mandatory Services executed during the period.
* Report on non-compliance rectifications.
* Report on the requests attended registered and attended during the period.
* Report on complaints and claims[[23]](#footnote-23) registered and attended during the period.
* Updated report on consumption of basic services.
* Summary of activities carried out during the quarter (meetings, participants, visits to COAR, etc.).

The Quarterly Report shall be submitted to the GRANTOR, with copy to the Supervisor, within ten (10) Calendar Days after the end of the quarter object of the report. In case the Supervisor requires further information regarding the Report, it may request such information through the GRANTOR, establishing a reasonable term for the response of the CONCESSIONAIRE.

* 1. **ANNUAL REPORT**

The Annual Service Performance Report shall contain at least the following scopes of scope:

* Summary of reports of services performed with statistics on the time taken to attend to requests and rectification times.
* Statistics on the frequency of non-compliance that occurred during the period.
* Report of replacements executed, in case they have been performed.
* Summary of the revisions or changes made to the documentation that is part of the Concession Contract, such as the Operation Manuals of the services, among others.
* Summary of the consumption of basic services, with comparative analysis between the COARs.
* Proposal of improvements for the execution of the services in charge, cost and risk.

The Annual Report shall be submitted to the GRANTOR, with copy to the Supervisor, within twenty (20) Calendar Days after the end of the year object of the report, in the format and quality detailed by the Supervision. In case the Supervisor requires further information regarding the Report, it may request such information through the GRANTOR, establishing a reasonable term for the response of the CONCESSIONAIRE.

* 1. **SPECIAL REPORTS**

At the request of the Supervisor or the GRANTOR, the CONCESSIONAIRE shall prepare special reports that may help to detail, clarify or explain any situation related to the provision of the Mandatory Services of the Concession Contract.

The CONCESSIONAIRE shall submit these special reports within fifteen (15) Calendar Days after the request is made by the Supervisor.

1. **TECHNICAL SPECIFICATIONS OF THE COMMUNICATION BETWEEN THE PARTIES**

The CONCESSIONAIRE must ensure effective communication with all parties involved in the Concession Contract. Specifically, these parties are: i) The Supervisor's staff, ii) The GRANTOR's staff stationed at the COARs and iii) The GRANTOR's staff at the head office.

1. **TECHNICAL SPECIFICATIONS OF THE OPERATIONAL CONTROL CENTER**

The CONCESSIONAIRE shall create an Operational Control Center, which shall be a computer system that allows the follow-up and monitoring of all obligations related to the Mandatory Services during the Operation step of the Concession Contract, as well as being the communication channel between the parties involved (CONCESSIONAIRE, Supervisor and GRANTOR).

* 1. **GENERAL**

The CONCESSIONAIRE shall comply with the following scopes related to the CCO:

* The CCO shall be a management system with internet access for registered users.
* The GRANTOR shall inform the CONCESSIONAIRE, at the latest sixty (60) Calendar Days before the beginning of the school year, the list of the persons by the Supervisor and the GRANTOR that shall be trained and shall have access to the CCO.
* It shall prepare a user's guide for the registered users and keep it updated during the Operation step of the Concession Contract. The CONCESSIONAIRE shall submit each year the user's guide no later than fifteen (15) Calendar Days before the beginning of each school year.
* It shall provide virtual training to the persons requested by the GRANTOR (COAR staff, Supervisor staff, MINEDU headquarters staff), regarding the CCO. Among the topics to be covered in the training are: user registration, record creation, document registration, how to obtain reports, among others.
* Induction training shall be provided (to staff who start working in a specific area) and then on an annual basis. The CONCESSIONAIRE shall document the list of trained staff and shall register it in the CCO no later than one (1) Calendar Day after each training.
* Annual trainings are required to be conducted no later than fifteen (15) Calendar Days prior to the start of each school year.
* The records shall contain the following data: date and time, educational institution, name of the person reporting, etc.
* The CCO shall contain the documentation requested for the measurement of the service level indicators and that allow to follow up and control the obligations of the Concession Contract.
* The CCO shall make available to the Supervisor and GRANTOR all the documentation generated in relation to the provision of the mandatory services of the Concession Contract (Manuals, Performance Reports, basic services consumption data, etc.).
* The maintenance and administration of the CCO will be the responsibility of the CONCESSIONAIRE. This includes all those activities that ensure operability.
* The CCO must allow for the follow-up and monitoring of all the obligations regarding the mandatory services established in the Concession Contract during the Operation step.
* The Supervisor shall publish in the CCO the results of the indicator scores on the thirtieth (30th) day of each month. The CONCESSIONAIRE, within a term of up to two (2) Calendar Days, may express its opinion on the scores.
  1. **TECHNICAL REQUIREMENTS**

The CCO shall have the following technical characteristics:

* The system must be implemented in such a way that it can be accessed via a web platform, with Responsive Web Designer interface, being accessible from devices with Internet connection.
* The system shall also have a mobile version (App) that allows users to register without an Internet connection.
* The system shall provide security and confidentiality regarding the handling of Contract information.
* The system shall be hosted in third party servers, with the necessary security to allow its continuous operation. The contracting and renewal of this hosting is the responsibility of the CONCESSIONAIRE, as well as the associated cost.
* The CCO must allow remote access to the computer system to the users designated by GRANTOR. Depending on the users and profiles, different functionalities of the system will be accessible.
* The system must have a database that compiles all the information registered in the CCO. To ensure a correct backup of the information, a weekly backup of the database containing all the registered information must be performed.
* The source code of the system, database and all the components that the software needs for its correct operation, will be property of the GRANTOR, being able to be used in this contract or others.
* The CCO database shall be shared with the Supervisor.
* The GRANTOR shall grant the Supervisor access to the system with special permissions to be able to review all the records related to the provision of the services and to verify the status of the same, as well as all the relevant documentation for the fulfillment of the functions established in its contract.
* The maintenance and administration of the CCO shall be the responsibility of the CONCESSIONAIRE, for which the GRANTOR shall grant special permissions to the system to be able to create, modify and/or update user data and general tables of the system's operation. This includes user assistance and all those tasks that allow ensuring the operability and security of the system data.
* The CONCESSIONAIRE shall guarantee the integrity of the information in the administration and maintenance of the CCO. Any manipulation or alteration of the information in the CCO database shall be penalized in accordance with the provisions of Annex 15 of the Contract.
  1. **FUNCTIONAL REQUIREMENTS**

The CCO will meet the following functional requirements:

* Allow the authentication of users, allowing the entry of the user's name and password to perform the different functions that each user will have.
* Allow users (according to their profiles) to manage (register, modify, close) requests to be executed by the CONCESSIONAIRE.
* Notify users (according to their profiles).
* Allow users (according to their profiles) to obtain status reports of the records.
* Allow to visualize the status of the records.
* Allow users (based on their profiles) to access the documentation registered in the computer system.
* Allow users to register information (according to their profiles).
* Register scheduled maintenance activities, with date and time of execution.
* Record corrective maintenance activities, with date and time of execution.
* Record replacement scheduling, with date and time of execution.
* Record reports of replacement execution.
* Record menu scheduling, with date and time of execution.
* Record scheduled cleaning and pest control activities, with date and time of execution.
* Record laundry reception and delivery schedule, with date and time of execution.
* Record garment reception forms.
* Record compliance documents.
* Record other documentation of the CONCESSIONAIRE, regarding the obligations in the provision of services.
* Display the data tables used to calculate the score for each service level indicator.
* It must have a scoring module, where the Supervisor registers the scores of the indicators (Idx\_Serv).
  1. **USER PROFILES**

The CCO is intended for the following users: CONCESSIONAIRE, Supervisor, GRANTOR (administration and COAR staff). The user profiles and the functions they can access in the system are described below.

*Table 1: CCO User Profile*

|  |  |
| --- | --- |
| **User Profile** | **Functions** |
| **CONCESSIONAIRE**  Refers to staff working as part of the Concessionaire's team for the provision of mandatory services (in COAR and general structure). | * Record documentation regarding the execution of Mandatory Services activities. * Receive notices of changes in the status of records in the CCO. * Obtain status reports of all records. * View indicator scores. |
| **Supervisor**  Refers to staff working as part of the supervision team. | * Register requests. * Record notices of non-compliance. * Receive notices of changes in the status of all requests, non-compliance, complaints and claims. * Obtain status reports of all records. * Close notices of non-compliance and requests. * Record monitoring documentation. * Access CONCESSIONAIRE documentation. * Review and modify values for indicator score calculation. * View indicator scores. |
| **COAR General Managements**  Refers to the directors in charge of general management in each COAR. | * Record notices of non-compliance. * Register complaints and claims. * Register requests. * Receive notices of changes in the status of your records. * Obtain status reports of what has been reported. |
| **COAR Staff**  Refers to the staff working in each COAR that has been designated by the GRANTOR, such as: teachers, administrative staff, monitors, etc. | * Record notices of non-compliance. * Register complaints and claims. * Register requests. * Receive notices of changes in the status of your records. |
| **Administration of the GRANTOR**  Refers to staff to be appointed from the Ministry of Education headquarters. | * Register notices of non-compliance. * Record requests. * Obtain status reports. * Access CONCESSIONAIRE documentation. * Access to the Supervisor's documentation. * View indicator scores. |

* 1. **NON-FUNCTIONAL CHARACTERISTICS**

**Performance Requirements**

Response times related to the creation, modification, closure, consultation of records, authentication and issuance of notices and confirmations by the user, in general, should not exceed 1.5 seconds; reports and consultations of medium complexity should not exceed three (3) seconds.

**Security**

The implementation of commonly accepted security policies is required, considering the following aspects:

* Identification and Authentication: Authentication must be done at the application level, for functionalities that allow authentication, authorization, administration and storage of user data.
* Profiles: Access to information and functions can also be controlled through the profile of the user that requires such access according to the identified users.

**Reliability**

The following is a description of the main factors that must be considered to guarantee the reliability of the information system to be developed and thus reduce as much as possible the presence of future failures in the system that directly affect the service provided by the system.

* Maturity: initially focuses on the use of base components or tools used for design, construction, testing and implementation.
* Fault tolerance: the system shall maintain the specified level of performance in the event of software failure.
* Resilience: the ability to restore the level of performance and recovery of directly affected data in the event of a failure should be considered as part of the design.

**Flexibility**

The system must be totally independent of the network topology used, i.e. the system must be able to operate in multiple communication schemes, both for equipment connected remotely and for equipment connected via a LAN, WAN or Internet.

**Availability**

The system must support a high availability operation, it must not present any point of failure, that is, it must be provided with mechanisms or components that ensure the continuity of the service and that are integrated to mirror middle layer services, distributed processing and storage in multiple servers. Therefore, at the time of detailed design, the physical architecture in which the system will operate must be validated. A minimum availability of 99.9% is expected.

**Maintainability**

This refers to the ease with which the new system or software component can be modified to correct faults, improve its performance or other attributes, or adapt to changes in the environment.

Maintainability should be an integral part of the software development process. The techniques used should be the least intrusive possible with the existing software. Therefore, it is necessary to clearly identify the application of software engineering methodologies and the following of standards, which intrinsically incorporate structured design and code models. The ease of performing technical and acceptance tests must be considered.

* 1. **CONTINGENCY PLAN**

The CONCESSIONAIRE shall implement a Contingency Plan in the event of a possible interruption in the operation of the computer system. Said plan shall consider the activities to be carried out to avoid loss of information and describe the contingency system to be used to reestablish the continuity of the registry in the provision of the mandatory services, within a maximum term of one (1) hour as from the interruption of the CCO.

Once the computer system is reestablished, the CONCESSIONAIRE shall update the information in the CCO that had been submitted during the interruption of said computer system within a maximum term of fifteen (15) Calendar Days.

1. **TECHNICAL SPECIFICATIONS OF BASIC SERVICES**
   1. **GENERAL**

The service shall be provided in accordance with the following specifications for basic services:

* Make the monthly payments of consumption of the services of each of the COAR.
* Carry out the respective readings and controls of the consumption of basic services.
* Perform routine activities to detect opportunities for savings and efficient use of basic services in the COARs.
* Contract the telecommunications service based on the requirements set forth in this Appendix.
* The CONCESSIONAIRE shall register in the CCO the Service Level Contracts contracted with the telecommunications companies, for access by the GRANTOR and Supervisor.
* The CONCESSIONAIRE shall, as soon as it becomes known, inform the General Directorates of the COAR, GRANTOR and Supervisor of all scheduled interruptions of basic services.
* Ensure that the contingency plans are implemented, according to the program previously approved in the MO by the GRANTOR, in case of lack of supply of the companies or entities that provide services.
* In case of failures of telecommunication service provider companies, the CONCESSIONAIRE shall demonstrate reasonable diligence and foresight, that is to say, that it immediately took the necessary steps before the service provider company to request the restoration of the service.
* The staff in charge of providing the service must wear the necessary protective clothing and garments. They must also be trained and comply with the protocols and procedures approved in the MO for the provision of the service.

The following exceptions are established for the service:

* The maintenance of the facilities of the services inside the premises corresponds to the scope of the maintenance service of the educational infrastructure.
  1. **CONTINGENCY PLAN**

The CONCESSIONAIRE shall describe in the Contingency Plan the actions to be taken in the event of a lack of supply of drinking water and electric power due to internal causes or failures of the service providers.

The CONCESSIONAIRE shall implement in these cases its contingency systems for the potable water and electric power services; at its expense, risk and cost.

Each event that originates the use of the contingency systems for these services shall be communicated to the Supervisor, the GRANTOR and the General Directorates of the respective COAR, through the CCO. Likewise, within a term no longer than twenty-four (24) hours after the end of the event, it shall be registered in the CCO, attaching a document of conformity from the COAR's General Directorates.

1. **GLOSSARY**

* **Service Level agreement (ANS)**

It is the contractual Contract between the CONCESSIONAIRE and the company providing the telecommunications service on the quality parameters under which the telephone and internet services will be provided, where aspects such as: response time to attend and solve a problem, availability of schedules, available documentation, staff assigned to the service, among others, are defined.

* **Companies or entities providing services:**

Institutions, organizations and/or companies, public or private, in charge of supplying potable water, sewage, telephone and internet services in the location of the COAR's premises.

1. **ANNEX**

**MINIMUM REQUIREMENTS FOR TELECOMMUNICATIONS SERVICE**

The requirements for the telecommunication service will be updated by the GRANTOR according to the demand needs.

1. **Download line speed required for internet service**

To have an Internet access service with symmetrical or asymmetrical lines, such that the required line speed (download) is at least fifty (50) Mb.

The upload speed must be at least twenty-five (25) % of the download speed).

1. **For LAN network implementation**

A permanent technical support service should be required 24 hours a day, 7 days a week, 365 days a year, to attend to connection problems and replacement of telecommunications equipment if necessary, as well as answers to technical queries related to the availability of links and network services.

1. **For web content filtering**

A security solution should be requested to be implemented to filter the web content of each educational institution's navigation, with the following considerations:

* Web filtering based on categories, minimum fifty (50): pornography, violence, games, chat, weapons, software downloads, virtual hosts that act as proxies, hacking, online gambling, social networks, drugs, among others.
* Antivirus and antispyware or anti-botnet protection.
* Ability to redirect the user's request to another website and/or different URL resources, allowing to display a customizable blocking message, containing at least: logo of the institution, URL or URL category you are trying to access.
* Ensure that the only search engines will be Google, Bing or Yahoo or YouTube. It must allow to block any other search engine.
* The solution must be able to operate in transparent mode to the end user, with no manual configuration required at the endpoint.
* The solution must be able to enforce the use of secure search policies to prevent explicit content from appearing as search results in search engines, without the need to decrypt SSL traffic.

1. **For telephone service**

VoIP telephony service should be contracted for the management offices and other offices, and these should communicate with each other as IP annexes and have an output for external calls.

A support service should be required for the IP telephone equipment to ensure its operability and functionality.

## ANNEX 13: SERVICE LEVELS

## APPENDIX 1: GENERAL CRITERIA

1. **INTRODUCTION**

The purpose of this Annex is to establish the Service Levels, as well as the Indicators and the supervision procedures for the provision of services by the CONCESSIONAIRE.

The service levels described in this Annex and the obligations of the CONCESSIONAIRE for the provision of the services, considered in Annex 12 Technical Specifications of the Services, are mandatory and, therefore, the CONCESSIONAIRE is responsible for the quality in the provision of the services.

The GRANTOR, through the Supervisor, may control the compliance with the Service Levels according to the supervision methods described in this Annex.

1. **MANDATORY SERVICES TO BE PROVIDED BY THE CONCESSIONAIRE**

During the operation step of the Project, the CONCESSIONAIRE shall provide a set of Mandatory Services that will support the provision of the Educational Service, in charge of the GRANTOR. These Services are the following:

* Maintenance of educational infrastructure (including maintenance of buildings, furniture and equipment, outdoor areas and green areas).
* Integral Cleaning, waste management and pest control.
* Laundry.
* Private surveillance and security.
* Food.
* Administration of Mandatory Services.

For the purposes of this Annex, each of the Mandatory Services will be uniquely referenced with an abbreviation, which are presented in the following table:

*Table 1: Abbreviations for Mandatory Services*

|  |  |
| --- | --- |
| **SERVICE ABBREVIATION** | **DENOMINATION** |
| MTED | Educational Infrastructure Maintenance Service |
| LI | Integral Cleaning, Waste Management and Pest Control Service |
| SL | Laundry Service |
| SE | Private Surveillance and Security Service |
| ALI | Food Service |
| ADM | Administration of Mandatory Services |

The CONCESSIONAIRE shall guarantee that these services are provided in an efficient and effective manner, in accordance with the scope and quality standard established in Annex 12 Technical Specifications.

Furthermore, the provision of the Mandatory Services shall be carried out in compliance with the applicable regulations in force.

It shall also ensure compliance with the performance of the Service Levels defined in Appendix 2 of this Annex.

The CONCESSIONAIRE shall be obliged to cooperate with the Supervisor at all times, assisting in the fulfillment of its responsibilities. Likewise, it is obliged to make available and/or register in the CCO all the documents required in the data sheets for the verification of compliance with the Service Levels by the Supervisor.

1. **SERVICE INDICATORS**

The Supervisor shall verify compliance with the Service Levels based on the indicators set forth in Appendix 2 of this Annex.

Likewise, the data sheets provide information regarding the characteristics of a service indicator and describe the supervision method. Their content is presented below:

*Table 2: Detail of data sheets*

|  |  |
| --- | --- |
| **INDICATOR CHARACTERISTICS** | **DETAIL** |
| Group Category | Identification of the service associated with the indicator. |
| Code | A combination of symbols used to identify a given indicator. |
| Parameter | It is the name of the indicator. |
| Definition | Description of the objective of the indicator and its characteristics, and related concepts for its calculation. |
| Calculation | Description of the formula for calculating the indicator. |
| General Scope | The requirements and characteristics for the indicator shall be described. The applicable regulations on which the indicator is based. |
| Specifications | The sources of information for the calculation of the indicator, the technical quality parameters according to the regulations, and/or any other additional information to define the scope of the indicator shall be detailed. |
| Frequency | Establish the period in which the indicator will be measured in order to verify compliance with the Service Level . |
| Monitoring Method | Description of the activities to be performed for the calculation of the indicator scores. |
| Unit of Measurement | It is a standardized quantity of a given physical quantity. |
| Service Level | It is the acceptable threshold at which the score associated with the indicator (Idx\_Ind) would not be affected and would remain at 100. |
| Rectification period | Establishes the period of time given to the CONCESSIONAIRE to correct an indicator when it is below the Service Level . |
| Deduction criterion | Establishes how deductions associated with non-compliance would be applied. |

1. **SERVICE LEVELS**

In order to guarantee the efficient and effective provision of the services by the CONCESSIONAIRE, the Supervisor shall verify compliance with the Service Levels.

The quarterly Availability Payments (PPD) received by the CONCESSIONAIRE will be conditioned to the periodic, sustained and verifiable compliance with the Service Levels of the Indicators during the Operating Period.

The following table shows the Service Levels established for each indicator.

Table 3: Indicator service levels

| **SERVICE** | **COD** | **INDICATOR** | **SERVICE LEVEL** |
| --- | --- | --- | --- |
| **MAINTENANCE OF EDUCATIONAL INFRASTRUCTURE** | MTED.1 | Compliance with the Operation Manual (OM) for scheduled maintenance of the infrastructure. | 95 |
| MTED.2 | Attention to building incident requests. | 100 |
| MTED.3 | Attention to requests for sports furniture and equipment incidents. | 100 |
| MTED.4 | Attention to requests for technological equipment incidents. | 100 |
| MTED.5 | The environment maintains lighting comfort in compliance with the established comfort levels. | 90 |
| MTED.6 | The environment maintains the hygrothermal comfort in compliance with the established comfort levels. | 90 |
| MTED.7 | The environment maintains acoustic comfort in compliance with the established comfort levels. | 90 |
| MTED.8 | The environment complies with the artificial ventilation requirements established in the regulations. | 90 |
| MTED.9 | The drinking water system complies with the pressure and temperature conditions. | 90 |
| MTED.10 | The pool water temperature complies with the air conditioning conditions as established in the Regulations. | 100 |
| MTED.11 | The pool water meets the quality conditions required for its use. | 100 |
| MTED.12 | Operability of the fire detection and alarm system. | 100 |
| MTED.13 | Availability of technological equipment. | 100 |
| **INTEGRAL CLEANING, WASTE MANAGEMENT** | LI1 | Compliance with cleaning according to the Service Operation Manual schedule. | 95 |
| LI2 | Compliance with waste management in accordance with the applicable regulations in force. | 100 |
| LI3 | Pest control compliance in accordance with applicable regulations in force. | 100 |
| LI4 | The Concessionaire is responsible for providing and maintaining all toilet consumables. | 100 |
| LI5 | Attention to cleaning and pest control requests. | 100 |
| **LAUNDRY** | SL1 | Delivery of clean clothes to students. | 98 |
| SL2 | Attention to requests for replacement of garments due to damage or loss. | 100 |
| SL3 | Attention to requests for garment repair. | 100 |
| SL4 | Compliance with the service schedules established in the Service Operation Manual. | 100 |
| **PRIVATE SURVEILLANCE AND SECURITY** | SE1 | Surveillance agents at their assigned security posts. | 100 |
| SE2 | Availability of video surveillance cameras. | 100 |
| SE3 | Attention to risk situations in the COAR. | 100 |
| SE4 | Effective control of people entering and leaving the COAR. | 100 |
| **FOOD** | ALI1 | Compliance with Good Manufacturing Practices for food service. | 100 |
| ALI2 | Results within the permitted limits of microbiological tests on food, beverages and surfaces. | 100 |
| ALI3 | Service satisfaction survey results | 85 |
| ALI4 | Verification of queue waiting time per student. | 98 |
| ALI5 | Compliance with waste management according to current applicable regulations. | 100 |
| ALI6 | Compliance with pest control according to current applicable regulations. | 100 |
| ALI7 | Compliance with the programming of the regular menus. | 100 |
| ALI8 | Compliance with the programming of the menus of the special nutrition regime. | 100 |
| ALI9 | Compliance with the weight of the menus. | 98 |
| ALI10 | Compliance with the expiration date of the products. | 100 |
| ALI11 | Attention to service requests. | 100 |
| **ADMINISTRATION OF MANDATORY SERVICES** | ADM.1 | Timely delivery of Quarterly Service Performance Reports. | 100 |
| ADM.2 | Timely delivery of the Special Reports requested by the Supervisor. | 100 |
| ADM.3 | The timely documentation of all the activities executed within the Contract in the CCO. | 100 |
| ADM.4 | The Concessionaire must have a contingency plan to ensure the continuity of the CCO. | 100 |
| ADM.5 | Availability of potable water. | 100 |
| ADM.6 | Wastewater disposal. | 100 |
| ADM.7 | Availability of electric power. | 100 |
| ADM.8 | Guarantee the quality of the telecommunications service. | 100 |

1. **SUPERVISION**
   1. **Supervision Obligations**

The Supervisor shall be in charge of the tasks of monitoring and verifying compliance with the Service Levels and obligations of the CONCESSIONAIRE, stipulated in this Concession Contract.

During the Operating Period, the Supervisor shall have access to the CCO at all times. In addition, it must be immediately notified of all the information records related to the provision of Mandatory Services and must have access to the recorded documentation, which allows it to follow up on the CONCESSIONAIRE's performance.

Regarding the GRANTOR, the COAR's staff[[24]](#footnote-24) shall support in the follow-up of the CONCESSIONAIRE's compliance with its obligations. These staff shall be continuously trained in order to be able to perform the records related to the Mandatory Services. The training shall be carried out by the CONCESSIONAIRE in accordance with the specifications set forth in Annex 12 Appendix 6.

* 1. **Supervision Criteria**

The indicators are measured according to the frequency established in each data sheet (weekly, biweekly, monthly, quarterly) and are the result of on-site visits, review of documentation, measurements with equipment and instruments, among other supervision methods applied. In addition, as part of the supervision process, information may be requested from the CONCESSIONAIRE.

The Supervisor shall inspect, supervise and control continuously and unopinionally the compliance with the service levels during the frequency established for each indicator, without the need to give prior notice to the CONCESSIONAIRE.

* 1. **Supervision Tools**

The main tools that support the monitoring of the CONCESSIONAIRE's performance are described below.

1. **Verification of compliance**

The Concession Contract in general is subject to compliance verification and it is the CONCESSIONAIRE's obligation to provide all facilities and actively participate in the verifications.

During the Operating Period, there may also be concurrent controls by State agencies, in this sense, it is the CONCESSIONAIRE's obligation to actively participate in these audits or inspections in order to raise any observations that may be detected.

Likewise, the Supervisor shall have the power to carry out verifications regarding the Operational Control Center, in charge of the CONCESSIONAIRE, in matters such as: verification of the information recorded, requesting reports issued by the systems, access to such system, etc.

1. **Inspection visits**

The inspection visits to the COAR carried out by the Supervisor are random and unannounced. During the visits, the Supervisor, visually or with the support of measuring equipment and instruments, shall verify compliance with the Service Levels and obligations of the CONCESSIONAIRE.

1. **Measuring equipment and instruments**

The Supervisor shall have the equipment and instruments that allow it to control the performance parameters required by this Contract. At all times the equipment and instruments shall be calibrated by laboratories duly certified by INACAL.

1. **Certificates**

The certificates submitted by the CONCESSIONAIRE shall be valid only if they are issued by recognized and accredited entities, in accordance with the applicable regulations.

1. **Laboratory tests**

The tests performed by the Supervisor shall be from recognized and accredited laboratories, according to the applicable regulations. The results of the tests must be at the GRANTOR's disposal.

1. **CONCESSIONAIRE'S Documents**

The CONCESSIONAIRE shall provide the Supervisor with access to at least all the documents established in the data sheets as necessary for the measurement of the indicators and verification of compliance with the service levels. Additionally, the CONCESSIONAIRE shall provide access to other documents requested by the Supervisor for the fulfillment of its obligations.

1. **Service Operation Manuals**

The Supervisor may use the Service Operation Manuals in force as a support tool for the supervision activities.

1. **Operational Control Center**

It is the computer system managed by the CONCESSIONAIRE that allows the monitoring and follow-up of the Mandatory Services under its responsibility, whose specifications are detailed in Annex 12 Appendix 6. For the supervision, access shall be provided at all times to the Supervisor and the staff appointed by the GRANTOR.

1. **NON-COMPLIANCE NOTICES**

* During the Operating Period, the Supervisor, the COAR's General Directorates, COAR's Staff and/or GRANTOR may report "Non-compliance Notices" in the CCO.
* When a "Non-compliance Notice" regarding an indicator is registered in the CCO, the CONCESSIONAIRE shall receive a notice through the CCO indicating the rectification period available to correct it, as referred to in the corresponding Annex 13 Technical Sheet.
* The rectification period starts from the moment a "Noncompliance Notice" is registered in the CCO, at which time the CONCESSIONAIRE becomes aware of it, and ends when the Supervisor validates the closure in the CCO.
* When the CONCESSIONAIRE completes the works or activities that correct what is detailed in the "Non-compliance Notice", it must attach the corresponding evidence and communicate to the Supervisor, General Directorates, COARs Staff and/or GRANTOR, by means of the CCO. This term shall not be longer than the one contained in the corresponding Technical Data Sheet of Annex 13.

1. **REQUESTS FOR ATTENTION**

* During the Operating Period, the Supervisor, the COAR General Directorates, COAR Staff and/or GRANTOR may report requests for attention in the CCO.
* The CONCESSIONAIRE shall attend to the requests within the term associated with it, as referred to in the corresponding Annex 13 Technical Sheet.
* When the CONCESSIONAIRE finalizes the attention of the request, it shall attach the corresponding evidence and communicate to the Supervisor, COAR General Directorates, COAR Staff and/or GRANTOR, by means of the CCO.
* The attention term starts from the moment a request is registered in the CCO, moment in which the CONCESSIONAIRE becomes aware of it, and ends when the Supervisor validates the closing in the CCO. It is worth mentioning that when a request is reported at a time that does not correspond to the working day of the staff providing the service, the start of the attention term will count from the beginning of the next work shift, except for those cases in which the Technical Sheets in Annex 13, indicate otherwise.
* In the case of those MTED.2 attention requests that do not have a category assigned for the purpose of defining the attention term, the CONCESSIONAIRE shall have a general response term of up to one (1) Calendar Day, which corresponds to the term for evaluating the request and defining the attention term.

1. **VERIFICATION OF NON-COMPLIANCE OR LACK OF ATTENTION TO REQUESTS**

* The CONCESSIONAIRE shall have the CCO in operation 24 hours a day for the reception of the non-compliance notices and attention requests generated by the Supervisor, General Directorates or staff of the COARs or Grantor.
* The Supervisor's criteria shall prevail to determine whether the CONCESSIONAIRE has carried out the required actions to correct what is detailed in the "Non-compliance Notice" or "Request for Attention" within the terms established for rectification or attention purposes, respectively, as referred to in the corresponding Annex 13 Technical Sheets.
* Failure to correct within the rectification or attention period established in the Technical Data Sheets of Annex 13, will impact on the calculation of the service level (NS\_indf,j,i,s) estimated by the Supervisor and recorded in the CCO.

## ANNEX 13: SERVICE LEVELS

## APPENDIX 2: SERVICE INDICATORS

#### **EDUCATIONAL INFRASTRUCTURE MAINTENANCE SERVICE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | Measurement | Documentary / Visual |
| Code | MTED.1 | | Weight | 11% |
| Parameter | Compliance with the Operation Manual (OM) for scheduled infrastructure maintenance | | | |
| **Definition and Method of Measurement** | | | | |
| Definition | The objective of the indicator is to verify compliance with the educational infrastructure maintenance activities programmed by the CONCESSIONAIRE in the Service Operation Manual, prepared based on national regulations, the minimum criteria of the sectorial regulations (Maintenance Manual), manufacturers' manuals, among others.  According to the 2019 Maintenance Manual for Educational Infrastructure, approved by MINEDU, the types of maintenance are classified as:  1. Recurring maintenance. - This is any routine cleaning, watering and painting process or work that is scheduled to be performed at regular periods of time (less than one year), with the purpose of keeping the facilities continuously operational. It is carried out in all areas and on elements such as floors, walls, toilets, windows, metalwork, furniture, equipment and green areas. It does not require specialized technical staff.  2. Preventive maintenance. - It is any process or work that must be carried out periodically as planned, allowing for the foresight or early detection of wear and tear or deterioration that may occur, as well as the work required to maximize the useful life of the infrastructure in order to ensure timely intervention before failure or collapse of the infrastructure. Depending on the work to be performed, the participation of specialized technical staff may be required.   * Basic preventive maintenance. - This is the process applied to furniture, electrical and sanitary installations, maintenance of roofs, waterproofing, gutters and downspouts, veneer, glass, lamps and light bulbs, among others, either inside the building or in exterior spaces. * Specialized preventive maintenance is the process applied to equipment and machines such as: pressure and ejector pumps, emergency (smoke detectors, automatic sprinklers or others). | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentation: Review of the documentation registered in the CCO by the CONCESSIONAIRE regarding the execution of maintenance activities. | | | |
| Visual: On-site technical audit inspection of compliance with the maintenance activities scheduled in the Maintenance Plan, included in the Operation Manual. | | | |
| Scope | The scope of this indicator includes the maintenance of the following:   * Architecture (floors, walls, ceilings, floors, coverings, carpentry, locksmithing, glass and similar, painting, signage). * Structures (columns, walls, beams, grounds, stairs, cisterns, elevated tanks, metal structures, wooden structures, joints). * Sanitary installations (potable water distribution network (hot and cold water), sewage drainage network, swimming pools, sanitary batteries). * Electrical installations (general power supply lines, grounding system, general distribution and protection panel, main switch, protection boxes, protection fuses, outlets, interior installations, generator set). * Mechanical installations (fuel system, air conditioning, ventilation). * Telecommunications installations (structured cabling system, sound system, fixed telephone system, internet access system, video surveillance system, burglar alarm system). * Emergency system (fire extinguishing system, fire detection and alarm system). * Irrigation system. * Furniture and equipment. * Exterior areas (pavements, parking lot, sidewalks, sidewalks, patios, entrance area, gutters, stairs and exterior ramps). * Green areas.   The characteristics of the indicator are established in accordance with the following regulations and their updates:   * General Design Criteria for Educational Infrastructure. * Technical Standard Design Criteria for High Performance Schools - COAR. * Technical Instructions "2019 Maintenance Manual for Educational Infrastructure in Peru" of MINEDU. * Rules G.030 and GE.030 of the RNE. | | | |
| Specifications | The CONCESSIONAIRE shall record in the CCO the conformity of its service manager to the maintenance activities carried out by its technical staff.  The documents on which the Supervisor will rely for the measurement of the indicator are as follows:   * Maintenance Plan of the CONCESSIONAIRE's Service Operation Manual. * Non-compliance reports registered in the CCO and its documentation. * Scheduling of maintenance activities, date and time recorded by the CONCESSIONAIRE in the CCO. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Quarterly | Points | | 95 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_indt,j,i,s | | | | |
| IdxServ\_indt,j,i,s is obtained as follows:  If: 95 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_indt,j,i,s= 100.  If: 80 ≤ NS\_indf,j,i,s < 95, then IdxServ\_indt,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_indt,j,i,s= 0 | | | | |
| NS\_indf,j,i,s : Calculation of the Service Level for COAR "j" in measurement period "f" for Indicator "i" of service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of service "s". | | | | |
| In case of suspension, the score granted to the CONCESSIONAIRE in the measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 2 Calendar Days | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | | | | | | | | | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | | | | | | | Measurement | | | Documentary / Visual | | | | |
| Code | MTED.2 | | | | | | | | Weight | | | 10% | | | | |
| Parameter | Attention to requests for incidents in buildings | | | | | | | | | | | | | | | |
| **Definition and Method of Measurement** | | | | | | | | | | | | | | | | |
| Definition | The purpose of this indicator is to guarantee attention to requests for incidents in building components, elements of the facilities and mechanical and electromechanical equipment.  Due to a circumstantial accident, improper use, lack of preventive maintenance, among others, breakdowns or failures may occur that lead to corrective maintenance work.  Corrective maintenance includes one-time repair work aimed at correcting breakdowns or failures that prevent the building, its components, elements, and mechanical and electromechanical equipment from operating under the expected conditions of safety, habitability, and functionality. | | | | | | | | | | | | | | | |
| Service Level Calculation | When all the incident requests registered in the CCO are attended within the established timeframe, the score will be 100; otherwise, if any incident request is not attended within the established timeframe, the score will be 0. | | | | | | | | | | | | | | | |
| Measurement Method | Documentary: The Supervisor will review the documentation registered in the CCO regarding incident attention requests, analysis of the registered cases. | | | | | | | | | | | | | | | |
| Visual: Random visual inspection by the Supervisor. | | | | | | | | | | | | | | | |
| Scope | The scope of the indicator includes all incident attention requests registered in the CCO regarding building components, facility elements and mechanical and electromechanical equipment (without considering incidents related to the drainage system). | | | | | | | | | | | | | | | |
| Specifications | The following table shows the attention deadlines for the incident requests according to their category. | | | | | | | | | | | | | | | |
|  | | | | | **Category of incidence** | | | **Time of attention** | | | | | | |  |
| High | | | Up to 8 hours | | | | | | |  |
| Medium | | | Up to 12 hours | | | | | | |  |
| Low | | | Up to 24 hours | | | | | | |  |
| For further details regarding the categories of incidents, see Annex 12 of the Concession Contract.  The CONCESSIONAIRE may request a longer attention period subject to the Supervisor's approval, provided that it attaches all the documentation evidencing that it took all the necessary steps to solve the incident.  The documents on which the Supervisor will rely for the measurement of the indicator are the following:  - Service request reports registered in the CCO and its documentation.  - Inspection report of the CONCESSIONAIRE. | | | | | | | | | | | | | | | |
| **Frequency** | | | | **Unit of Measurement** | | | | | **Service level** | | | | | | | |
| Weekly | | | | Points | | | | | 100 | | | | | | | |
| **Quarterly Score Calculation** | | | | | | | | | | | | | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s)  (\*) If no requests for attention are registered during the week, the IdxServ\_ind f,j,i,s will be 100. | | | | | | | | | | | | | | | | |
| The IdxServ\_indf,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_indf,j,i,s= 100.  If: NS\_indf,j,i,s = 0, then IdxServ\_indf,j,i,s = 0 | | | | | | | | | | | | | | | | |
| NS\_indf,j,i,s : Service Level for COAR "j" in measurement period "f" for Indicator "i" of service "s".  IdxServ\_indf,j,i,s : Score for COAR "j" in measurement period "f" for Indicator "i" of service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of service "s". | | | | | | | | | | | | | | | | |
| In case of suspension, the score granted to the CONCESSIONAIRE in the measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the quarterly score is met: | | | | | | | | | | | | | | | | |
| **Deduction Criteria** | | | | | | | | | | | | | | | | |
| **Rectification is applied?** | | | | | | **Rectification Period** | | | | | | | | | | |
| Yes( ) | | | | | | Not applicable | | | | | | | | | | |
| No (X) | | | | | |
| **Deduction** | | | | | | **Deduction Criteria** | | | | | | | | | | |
| **Area** | | | |  | | Deduction is applied according to the quarterly score obtained on the indicator | | | | | | | | | | |
| **Service** | | | | X | |
| **TECHNICAL DATA SHEET** | | | | | | | | | | | | | | | | | |
| Group Category | | Educational Infrastructure Maintenance Service | | | | | | | | | Measurement | | | Documentary / Visual | | | |
| Code | | MTED.3 | | | | | | | | | Weight | | | 8% | | | |
| Parameter | | Attention to requests for incidents involving sports furniture and equipment. | | | | | | | | | | | | | | | |
| **Definition and Method of Measurement** | | | | | | | | | | | | | | | | | |
| Definition | | The purpose of this indicator is to ensure the continued availability of sports furniture and equipment in optimum condition.  Due to a circumstantial accident, improper use, lack of preventive maintenance, among others, the sports furniture and equipment may present breakdowns in their components or failures that lead to corrective maintenance work.  Corrective maintenance includes one-time repair work aimed at correcting breakdowns or failures that affect the operation of the furniture or equipment. | | | | | | | | | | | | | | | |
| Service Level Calculation | | When all the incident requests registered in the CCO are attended within the foreseen term and the availability of the affected sports furniture or equipment is guaranteed during the attention, it will be scored as 100; otherwise, if any incident request is not attended within the foreseen term or the availability is not guaranteed at all times, it will be scored as 0. | | | | | | | | | | | | | | | |
| Measurement Method | | Documentary: The Supervisor will review the documentation recorded in the CCO regarding incident requests, analysis of recorded cases. | | | | | | | | | | | | | | | |
| Visual: Random visual inspection by the Supervisor. | | | | | | | | | | | | | | | |
| Scope | | The scope of the indicator includes all incident attention requests registered in the CCO regarding sports furniture and equipment. The CONCESSIONAIRE shall ensure the availability at all times of the sports furniture and equipment, including during the attention of incident requests. | | | | | | | | | | | | | | | |
| Specifications | | - The response time for incident requests refers to the time frame for the repair or replacement of sports furniture or equipment.  - If the request is reported at a time that does not correspond to the working day of the staff providing the service, the start of the attention period will be counted from the beginning of the next work shift.  The following are the service deadlines according to the categories (for more details on the equipment that make up each category, see Annex 11 of the Concession Contract): | | | | | | | | | | | | | | | |
|  | | | **Category** | | | | | **Time of attention** | | | | |  | | |
| Furniture | | | | | Up to 5 Calendar Days | | | | |
| Sports ground / Sports center | | | | | Up to 10 Calendar Days | | | | |
| Gymnasium / Athletics / Swimming Pool | | | | | Up to 10 Calendar Days | | | | |
| The documents on which the Supervisor will rely for the measurement of the indicator are the following:  - Service request reports registered in the CCO and their documentation.  - Inspection report of the CONCESSIONAIRE. | | | | | | | | | | | | | | | |
| **Frequency** | | **Unit of Measurement** | | | | | | | | | **Service level** | | | | | | |
| Weekly | | Points | | | | | | | | | 100 | | | | | | |
| **Quarterly Score Calculation** | | | | | | | | | | | | | | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s)  (\*)In case there are no requests for attention during the week, the IdxServ\_ind f,j,i,s will be 100. | | | | | | | | | | | | | | | | | |
| The IdxServ\_indf,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_indf,j,i,s= 100.  If: NS\_indf,j,i,s = 0, then IdxServ\_indf,j,i,s = 0 | | | | | | | | | | | | | | | | | |
| NS\_indf,j,i,s : Service Level for COAR "j" in measurement period "f" for Indicator "i" of service "s".  IdxServ\_indf,j,i,s : Score for COAR "j" in measurement period "f" for Indicator "i" of service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" service «s». | | | | | | | | | | | | | | | | | |
| In case of suspension, the score granted to the CONCESSIONAIRE in the measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the quarterly score is met: | | | | | | | | | | | | | | | | | |
| **Deduction Criteria** | | | | | | | | | | | | | | | | | |
| **Rectification is applied?** | | | | | | | **Rectification Period** | | | | | | | | | | |
| Yes ( ) | | | | | | | Not applicable | | | | | | | | | | |
| No (X) | | | | | | |
| **Deduction** | | | | | | | **Deduction Criteria** | | | | | | | | | | |
| **Area** | |  | | | | | Deduction is applied according to the quarterly score obtained on the indicator | | | | | | | | | | |
| **Service** | | X | | | | |
| **TECHNICAL DATA SHEET** | | | | | | | | | | | | | | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | | | | | | Measurement | | | | | Documentary | | | | | |
| Code | MTED.4 | | | | | | | Weight | | | | | 10% | | | | | |
| Parameter | Attention to requests for incidents in technological equipment. | | | | | | | | | | | | | | | | | |
| **Definition and Method of Measurement** | | | | | | | | | | | | | | | | | | |
| Definition | The purpose of this indicator is to measure the attention given to incidents in technological equipment.  Due to a circumstantial accident, improper use, lack of preventive maintenance, among others, technological equipment may present breakdowns in its components or failures that lead to corrective maintenance work.  Corrective maintenance considers repair work of a punctual nature and is aimed at correcting breakdowns or failures that affect the operation of the equipment. | | | | | | | | | | | | | | | | | |
| Service Level Calculation | When all the incident requests registered in the CCO are attended within the foreseen period and the availability of the affected technological equipment is guaranteed during the attention, it will be scored as 100; otherwise, if any incident request is not attended within the foreseen period or the availability is not guaranteed at all times, it will be scored as 0. | | | | | | | | | | | | | | | | | |
| Measurement Method | Documentary: The Supervisor will review the documentation registered in the CCO regarding incident requests, analysis of the registered cases, etc. | | | | | | | | | | | | | | | | | |
| Scope | * The scope of the indicator includes all incident attention requests registered in the CCO regarding technological equipment. The CONCESSIONAIRE shall ensure the availability of technological equipment at all times, including during incident requests. * In the event that replacement of laptops is required due to misuse by students, COAR General Directorates or COAR staff, the CONCESSIONAIRE shall carry them out in accordance with the procedure set forth in Annex 12. | | | | | | | | | | | | | | | | | |
| Specifications | * The attention deadline for incident requests refers to the deadline for the repair or replacement of technological equipment. The term of attention will be up to 3 Calendar Days. In case of UPS and Server the deadline will be up to 1 Calendar Day. * If the request is reported at a time that does not correspond to the working day of the staff providing the service, the start of the attention period will be counted from the beginning of the next work shift. This does not apply to UPS and Server, whose service requests must be attended 24 hours a day. * In case the incident corresponds to a student's technological equipment, the document of conformity must be signed by the student.   The documents on which the Supervisor will rely for the Measurement of the indicator are the following:   * Service request reports registered in the CCO and its documentation. * Inspection report of the CONCESSIONAIRE. | | | | | | | | | | | | | | | | | |
| **Frequency** | | | **Unit of Measurement** | | | | | **Service level** | | | | | | | | | | |
| Weekly | | | Points | | | | | 100 | | | | | | | | | | |
| **Quarterly Score Calculation** | | | | | | | | | | | | | | | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s)  (\*)In case there are no requests for attention during the week, the IdxServ\_ind f,j,i,s will be 100. | | | | | | | | | | | | | | | | | | |
| The IdxServ\_indf,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_indf,j,i,s= 100.  If: NS\_indf,j,i,s = 0, then IdxServ\_indf,j,i,s = 0 | | | | | | | | | | | | | | | | | | |
| NS\_indf,j,i,s : Service Level for COAR "j" in measurement period "f" for Indicator "i" of service "s".  IdxServ\_indf,j,i,s : Score for COAR "j" in measurement period "f" for Indicator "i" of service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" service «s». | | | | | | | | | | | | | | | | | | |
| In case of suspension, the score granted to the CONCESSIONAIRE in the measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the quarterly score is met: | | | | | | | | | | | | | | | | | | |
| **Deduction Criteria** | | | | | | | | | | | | | | | | | | |
| **Rectification is applied?** | | | | | | | | **Rectification Period** | | | | | | | | | | |
| Yes ( ) | | | | | | | | Not applicable | | | | | | | | | | |
| No (X) | | | | | | | |
| **Deduction** | | | | | | | | **Deduction Criteria** | | | | | | | | | | |
| **Area** | | |  | | | | | Deduction is applied according to the quarterly score obtained on the indicator | | | | | | | | | | |
| **Service** | | | X | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | | | Measurement | Luxmeter |
| Code | MTED.5 | | | | Weight | 7% |
| Parameter | The environment maintains lighting comfort in compliance with the established comfort levels. | | | | | |
| **Definition and Measurement Method** | | | | | | |
| Definition | The objective of the indicator is to verify compliance with the lighting comfort of the environments in the COARs.  As established in the maintenance conditions of the "General Design Criteria for Educational Infrastructure", all infrastructure, furniture and equipment maintenance actions (recurring, preventive and/or corrective) must be oriented to ensure safety and sanitation conditions. The principle of sanitation ensures basic conditions of habitability with respect to the health, integrity and comfort of people, allowing them to carry out their activities satisfactorily. To this end, the following conditions are considered: 1) sanitation and hygiene; and 2) lighting, hygrothermal and acoustic comfort.  In this sense, the evaluation of lighting comfort in the interior areas of the educational institution will be done by checking the Illuminance (E) or illumination level that represents the amount of light or luminous flux received by a certain surface, where the Unit of Measurement is the lux (Lx). For these purposes, the minimum illuminance table established in Annex 11 of the Contract (comfort levels) will be used, which is based on RNE Rule EM.110 and UNE-EN 12464-1, for the environments inside the building considered in the Technical Standard Design Criteria for High Performance Schools, defining the quality of the lighting according to the type of visual task or activity to be performed in these environments.  According to RNE Technical Standard EM.110, artificial lighting must be provided as a complement to natural lighting in order to achieve the required lighting levels. For such purposes, COARs must make use of a lighting control system, low consumption lamps, devices that maximize luminosity and/or luminaires with maximum energy efficiency (LED or others) in accordance with D.S. No. 009-2009-MINAM "Eco-efficiency Measures for the Public Sector" and its amendments, or the one that replaces it.  According to Technical Standard G.040 of the RNE:   * Natural lighting is defined as the level of light entering a room. * Artificial lighting is defined as the electrically operated lighting system, sufficient to meet the demands of users according to the function they perform.   Finally, it is important to mention that the purpose of lighting in the workplace is to favor visual perception in order to ensure the correct execution of tasks and the safety and well-being of those who perform them. | | | | | |
| Service Level Calculation |  | | | | | |
| Measurement Method | To measure the lighting level in a work environment, a luxmeter with a valid calibration certificate issued by a company accredited by INACAL must be used.  The activities that must be performed for a correct measurement of lighting are: 1. Identify the workstation, studio or room to be evaluated, this will be defined considering the area of highest frequency of use by the users.  2. Define the three Measurement Points in the workstation, considering that they are the vertices of a triangle.  3. Place a luxmeter over the three Measurement Points. The equipment should be placed at an approximate height of 1m from the floor level, for 2 minutes and take the highest number of readings given by the Measurement equipment in each of the three Points.  During the measurements, the operator should not stand between the light source and the sensor of the equipment and should not wear white clothing in order to avoid reflections. | | | | | |
| Scope | This indicator applies to all COAR environments described in Annex 11 of the Contract. The characteristics of the indicator have been defined taking into account the following regulations: - Rule EM.010 Indoor electrical installations. National Building Regulations (2006).  - Rule EM.110 Thermal and lighting comfort with energy efficiency.  - Rule UNE-EN 12464-1 (2012).  - Draft Regulation on Lighting Conditions in Work Environments (MINSA).  - Technical Design Standard for COAR (2019). | | | | | |
| Specifications | The Supervisor will evaluate a random sample of at least 25% of the rooms in each group, according to the established ranges (in the case of a single room in a range, this must be evaluated).  The following table shows the quality parameters for the COAR environments, in accordance with the provisions of the Standard and Annex 11 of the Contract: | | | | | |
|  | | | | | |
|  | **Environment** | | | **Description** | **Minimum lighting level (lux)** |
|  | Art atelier | | | All environments with high visual demands and concentration. | 750 |
|  | Classrooms / ateliers / Laboratories / Innovation classroom / Innovation projects room / Formal reading room / Computer and audiovisual resources room / Group study cubicles / Offices (administration, management, academic, student welfare) / Gymnasium / Sports center / Swimming pool / Triage / Kitchen / First aid area. | | | All environments with high visual demands and concentration. | 500 |
|  | Informal reading rooms / Informal reading room expansion / Residential SUM / Meeting room / Teachers' rooms / Auxiliary rooms / Monitor station / Service rooms / Rehearsal room / Laundry / Dining room / CCTV room / Data center / Hall / Waiting room / Warehouse and preparation and maintenance office / Classroom expansion area / Offices | | | All environments with medium visual requirements. | 300 |
|  | Archive and photocopying / Control cabin / Maintenance atelier / Cisterns / Machine and pump room / Generator set / Fuel tank / Panel room / Electrical substation / TV room / Access control and security / Access control and security | | | All environments with normal to low visual demands, with a certain degree of user mobility. | 200 |
|  | Stairs / Hallways and corridors / Sanitary facilities / Bedrooms / Bathrooms and laundry room / Dressing rooms / Multipurpose grounds / Corridor multipurpose grounds | | | All environments with low visual requirements, with high frequency of user movement. | 150 |
|  | Logistics material warehouse / Supply warehouse / General warehouse / Atelier warehouse / Canteen warehouse / Materials warehouse / Cleaning warehouse / Gardening warehouse / Garbage warehouse | | | All environments with low visual requirements, with high frequency of user movement. | 100 |
|  | Gardens and Green Areas / Expansion Areas / Socialization Areas | | | All environments with low visual requirements, with Frequency of movement of users. | 50 |
|  | | | | | |
| **Frequency** | | | **Unit of Measurement** | | **Service level** | |
| Quarterly | | | Points | | 90 | |
| **Quarterly Score Calculation** | | | | | | |
| IdxServ\_ind t,j,i,s | | | | | | |
| IdxServ\_ind t,j,i,s is obtained as follows:  If: 90 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_ind t,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 90, then IdxServ\_ind t,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind t,j,i,s = 0 | | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | | |
| In case of suspension, the score granted to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the quarterly score is met: | | | | | | |
| **Deduction Criteria** | | | | | | |
| **Rectification is applied?** | | | | **Rectification Period** | | |
| Yes (X) | | | | Up to 3 hours | | |
| No ( ) | | | |
| **Deduction** | | | | **Deduction Criteria** | | |
| **Area** | | | X | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | | |  |

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| **TECHNICAL DATA SHEET** | | | | | | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | | | Measurement | | | Thermometer and hygrometer | | |
| Code | MTED.6 | | | | Weight | | | 10% | | |
| Parameter | The environment maintains hygrothermal comfort in compliance with the established comfort levels. | | | | | | | | | |
| **Definition and Measurement Method** | | | | | | | | | | |
| Definition | The objective of the indicator is to verify compliance with the hygrothermal comfort of the environments in the COARs.  As established in the maintenance conditions of the "General Design Criteria for Educational Infrastructure", all infrastructure, furniture and equipment maintenance actions (recurring, preventive and/or corrective) must be oriented to ensure safety and sanitation conditions. The principle of sanitation ensures basic conditions of habitability with respect to the health, integrity and comfort of people, allowing them to carry out their activities satisfactorily. To this end, the following conditions are considered: 1) sanitation and hygiene; and 2) lighting, hygrothermal and acoustic comfort.  Hygrothermal comfort is understood as the conditions of dry temperature and relative humidity in an environment that generate the absence of thermal discomfort. In physiology, hygrothermal comfort is said to exist when the body's thermoregulatory mechanisms do not have to intervene for sedentary activity and light clothing. This situation can be recorded by means of indices that must not be exceeded so that the thermoregulatory systems (metabolism, sweating and others) are not activated.  In this sense, the evaluation of the hygrothermal comfort in the indoor areas of the COAR will be carried out by checking the temperature and relative humidity of the environments. For this purpose, the table of temperature and relative humidity ranges described in Annex 11 of the Contract (Comfort levels) will be used, which is based on the *ASHRAE/ANSI Standard 55-2004 Thermal environmental conditions for human occupancy*, for the environments inside the building considered in the Technical Standard Design Criteria for High-Performance Schools, defining a range of temperatures and relative humidity according to the COAR climate.  It is important to mention that the hygrothermal comfort of the environments is intended to favor the cognitive capacity of the student, as he/she does not have to sacrifice his/her thermal satisfaction, so that the thermoregulatory systems should not be activated (metabolism, sweating and others). | | | | | | | | | |
| Service Level Calculation | 0 | | | | | | | | | |
| Measurement Method | A digital thermometer should be used to measure the ambient temperature and a hygrometer should be used to measure the relative humidity.  The activities to be carried out for a correct temperature measurement are:  1. Identify the work station, studio or room to be evaluated, this will be defined considering the Area of higher Frequency of use of the users.  2. Define the three Measurement Points in the workstation, considering that they are the vertices of a triangle.  3. Place the digital thermometer and hygrometer on the three Points of Measurement. The equipment should be located at a height of approximately 50 cm to 150 cm from the floor level and no less than 50 cm from the interior walls and 100 cm from the exterior walls.  4. After 2 minutes the temperature and relative humidity values shall be noted at each of the three Points.  During the measurements the operator should not touch the equipment and should move away from the measurement point so as not to affect the measurements. | | | | | | | | | |
| Scope | This indicator applies to swimming pool, classrooms, laboratories and rooms described in Annex 11 of the Contract. The characteristics of the indicator have been defined considering the following regulations.   * *ASHRAE/ANSI Standard 55-2004 Thermal environmental conditions for human occupancy* * Rule EM.010 Indoor electrical installations. National Building Regulations (2006). * Technical Design Standard for COAR (2019). | | | | | | | | | |
| Specifications | The Supervisor will evaluate a random sample of at least 25% of the rooms in each group, according to the established ranges (in the case of a single room in a range, this must be evaluated).  The following table shows the temperature ranges for the COAR environments, according to the provisions of the Standard and Annex 11 of the Concession Contract: | | | | | | | | | |
|  | | | | | | | | | |
| **Environment** | | | **Description** | | | **Temperature range (°C)** | | **Schedule** |  |
| Swimming Pool | | | Environment with need of higher temperature due to activities developed. | | | 26 – 32 | | 8:00 – 18:00 |  |
| Classrooms / Laboratories | | | Environments with high concentration requirements or low metabolic rate | | | 18 – 24 | | 8:00 – 18:00 |  |
| Rooms | | | Environments with high concentration requirements or low metabolic rate | | | 18 – 24 | | 19:00 – 7:00 |  |
| (\*)The requirement of comfort hours for swimming pool may be subject to a shorter schedule according to the use requested by the GRANTOR. | | | | | | | | | |
| The following table shows the relative humidity ranges for the COAR environments, in accordance with the provisions of the Rule and Annex 11 of the Contract: | | | | | | | | | |
|  | | | | | | | | | |
| **Environment** | | | **Description** | | | **Relative humidity range in dry climates (%)** | | **Relative humidity range in humid climates (%)** |  |
| Classrooms / Laboratories / Rooms | | | Environments with high concentration requirements. | | | 30 – 70 | | 30 - 80 |  |
|  | | | | | | | | | |
| **Frequency** | | **Unit of Measurement** | | | | **Service level** | | | | |
| Quarterly | | Points | | | | 90 | | | | |
| **Quarterly Score Calculation** | | | | | | | | | | |
| IdxServ\_ind t,j,i,s | | | | | | | | | | |
| IdxServ\_ind t,j,i,s is obtained as follows:  If: 90 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_ind t,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 90, then IdxServ\_ind t,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind t,j,i,s = 0 | | | | | | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | | | | | | |
| **Deduction Criteria** | | | | | | | | | | |
| **Rectification is applied?** | | | **Rectification Period** | | | | | | | |
| Yes (X) | | | Up to 3 hours | | | | | | | |
| No ( ) | | |
| **Deduction** | | | **Deduction Criteria** | | | | | | | |
| **Area** | | X | Deduction is applied according to the quarterly score obtained on the indicator | | | | | | | |
| **Service** | |  |

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| **TECHNICAL DATA SHEET** | | | | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | | | Measurement | | Sound level meter | |
| Code | MTED.7 | | | | Weight | | 3% | |
| Parameter | The environment maintains acoustic comfort in compliance with the established comfort levels. | | | | | | | |
| **Definition and Measurement Method** | | | | | | | | |
| Definition | The objective of the indicator is to verify compliance with the acoustic comfort of the environments in the COAR, in order to prevent physiological alterations, distractions, interference in activities and psychological alterations for students, teachers and staff of the educational institution.  As established in the maintenance conditions of the "General Design Criteria for Educational Infrastructure", all maintenance actions for infrastructure, furniture and equipment (recurring, preventive and/or corrective) must be oriented to ensure safe and healthy conditions.  The principle of sanitation ensures basic conditions of habitability with respect to the health, integrity and comfort of people, allowing them to carry out their activities satisfactorily. To this end, the following conditions are considered: 1) sanitation and hygiene; and 2) thermal, acoustic and lighting comfort.  The evaluation of acoustic comfort in the interior environments of the educational institution will be carried out through the verification of the optimum level, which is defined as the maximum noise level allowed and will be measured in decibels (dBA).  According to R.M. No. 227-2013-MINAM:  \* Noise emitting source: is any element associated with a given activity, which is capable of generating noise towards the outside of the limits of a property.  \* Residual noise or sound: any noise that is not the specific sound under investigation. | | | | | | | |
| Service Level Calculation |  | | | | | | | |
| Measurement Method | To measure the sound pressure level, a sound level meter that complies with the characteristics of NTP-ISO-1996-1:2007 and NTP-ISO-1996-2:2008 must be used.  To monitor the optimum level in an environment, the R.M. No. 227-2013-MINAM "National Noise Monitoring Protocol" must be taken into account. The noise level measurement period should include significant variations of the noise emitting source. In the case of COAR, the main variations of the activities are in the morning, afternoon and evening.  The activities to be carried out for a correct measurement are:  1. Calibration of the equipment: i) before the Measurement in a laboratory that complies with the requirements established in IEC 60942 and ii) during the monitoring works (before and after each Measurement).  2. Identification of sources and type of noise.  3. Location of the monitoring point, the sound level meter shall be located as far away as possible from the noise emitting source and reflective surfaces (walls, floor, ceiling, object, etc.) and installation of the equipment according to the established standard.  4. Measurement of noise: the operator should move as far away as possible from the measurement equipment to avoid shielding it, in case the equipment requires it, it should maintain a distance that allows it to take the measurement, without shielding the equipment. Measurement should not be performed in case of adverse weather phenomena that generate noise.  5. Data correction: the value obtained from the Measurement should be corrected considering the residual sound and weather conditions. | | | | | | | |
| Scope | This indicator applies to all COAR environments described in Annex 11 of the Contract. Its characteristics have been defined considering the following standards.  - Technical Design Standard for COAR.  - RM No. 227-2013-MINAM.  It should be noted that, for the Measurement of the indicator, the Supervisor shall only consider factors that are under the control of the CONCESSIONAIRE. | | | | | | | |
| Specifications | The Supervisor will evaluate a random sample of at least 25% of the rooms in each group, according to the established ranges (in the case of a single room in a range, this must be evaluated).  The following table shows the quality parameters for the COAR environments. | | | | | | | |
|  | | | | | | | |
|  | **Environments** | | | | **Optimum level (dBA)** | **Characterization** |  |
|  | Student Residence | | | | 30 - 40 | Silence |  |
|  | Music atelier (not including storage room) / Rehearsal room / Library / Innovation Area | | | | 35 - 40 | Silence |  |
|  | Classrooms / Laboratories | | | | 40 - 45 | Conversation in a low voice |  |
|  | Art Atelier (not including storage) / Pedagogical Management (not including storage and archive) / Student Welfare Office (not including storage, sanitary facilities cleaning room and dump) / General Management (not including archive and sanitary facilities) / Administration (not including sanitary facilities, storage, archive, cleaning room and dump) | | | | 45 - 50 | Natural or normal conversation |  |
|  | Sports Center / Swimming Pool / Dining Room / Residential SUM / Gymnasium / Classroom expansion area | | | | 50 - 60 | Human voice in public, loud conversation |  |
|  | Laundry / sanitary facilities / Dressing rooms / Storage rooms / Archives / Cleaning rooms / Dumpsters | | | | 60 - 70 | Street noise |  |
|  | | | | | | | |
| **Frequency** | **Unit of Measurement** | | | **Service level** | | | | |
| Quarterly | Points | | | 90 | | | | |
| **Quarterly Score Calculation** | | | | | | | | |
| IdxServ\_indt,j,i,s | | | | | | | | |
| IdxServ\_indt,j,i,s is obtained as follows:  If: 90 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_indt,j,i,s= 100.  If: 80 ≤ NS\_indf,j,i,s < 90, then IdxServ\_indt,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_indt,j,i,s= 0 | | | | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | | | | |
| **Deduction Criteria** | | | | | | | | |
| **Rectification is applied?** | | | **Rectification Period** | | | | | |
| Yes (X) | | | Up to 2 Calendar Days | | | | | |
| No ( ) | | |
| **Deduction** | | | **Deduction Criteria** | | | | | |
| **Area** | X | | Deduction is applied according to the quarterly score obtained on the indicator | | | | | |
| **Service** |  | |

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| **TECHNICAL DATA SHEET** | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | | Measurement | Flow meter |
| Code | MTED.8 | | | Weight | 4% |
| Parameter | The environment complies with the artificial ventilation requirements established in the regulations. | | | | |
| **Definition and Measurement Method** | | | | | |
| Definition | The objective of the indicator is to verify compliance with the requirements for artificial ventilation of rooms in COARs in order to ensure indoor air quality.  Ventilation refers to the process of supplying or removing air from a space in order to control air pollution levels, humidity and/or temperature within the space (EM.030 RNE). Ventilation conditions in an environment have a direct impact on the health of the users of an environment or space and in the case of students in educational institutions it influences the good performance of students in the learning process.  The educational institution provides mechanical ventilation in the restrooms, laboratories, dressing rooms, garbage storage areas and swimming pool. According to RNE Rule EM.030 , mechanical ventilation refers to ventilation by means of electromechanical equipment such as fans, extractor hoods, etc.  The evaluation of the ventilation conditions in the functional areas will be carried out through the Measurement of the air renewal parameter which, according to RNE Rule EM.030, is the replacement of the air contained in a room by an equivalent amount of clean air in a given period of time. In the case of the swimming pool, as it is heated, the provisions of the Sanitary Regulations for Swimming Pools are used as a standard. | | | | |
| Service Level Calculation | x 100 | | | | |
| Measurement Method | The first step for the calculation of the indicator is to estimate the volume of the environment or space to be evaluated.  The second step is to calculate the air flow rate in the evaluated area with a flow meter that has a valid calibration certificate issued by a company accredited by INACAL, this instrument will facilitate air velocity measurements over a period of time.  Calibrated equipment must be used for the measurements. The activities to be performed for a correct measurement of the flow rate are:  1. Identify the environment to be evaluated and the schedules in which the activities will be developed.  2. Locate the flowmeter in the ventilation equipment, several measurements should be made at different points.  3. When the measurements do not differ by more than 10%, an average value will be calculated.  For the measurements to be taken, the room must have the doors and windows closed. | | | | |
| Scope | This indicator applies to all rooms with artificial ventilation in the COAR.  The characteristics of the indicator are defined in accordance with the following standard:  - Rule EM.030 Ventilation installations. National Building Regulations. 2014.   * Sanitary Regulations for Swimming Pools. Supreme Decree No. 007-2003-SA. | | | | |
| Specifications | In order to check ventilation requirements, the Supervisor will evaluate a random sample of at least 25% of the rooms in each group, according to the established ranges (in the case of a single room, it must be evaluated).  The following table shows the quality parameters for the COAR environments, according to national and industry standards: | | | | |
|  | | | | |
|  | **Environment** | | **number of air changes per hour** |  |
|  | Garbage deposits / Landfills | | 15 to 20 |  |
|  | Laboratories | | 6 to 8 |  |
|  | Sanitary facilities and Dressing Rooms Academic Areas / Sanitary facilities Offices (Direction, administration, teachers, student welfare) / Sanitary facilities Student Residence (except rooms) | | 5 to 8 |  |
|  | Sanitary facilities Rooms | | 3 to 4 |
|  | Swimming pool | | 9 |
|  | | | | |
| **Frequency** | | **Unit of Measurement** | | **Service level** | |
| Quarterly | | Points | | 90 | |
| **Quarterly Score Calculation** | | | | | |
| IdxServ\_indt,j,i,s | | | | | |
| IdxServ\_indt,j,i,s is obtained as follows:  If: 90 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_indt,j,i,s= 100.  If: 80 ≤ NS\_indf,j,i,s < 90, then IdxServ\_indt,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_indt,j,i,s= 0 | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | |
| **Deduction Criteria** | | | | | |
| **Rectification is applied?** | | | **Rectification Period** | | |
| Yes (X) | | | Up to 3 hours | | |
| No ( ) | | |
| **Deduction** | | | **Deduction Criteria** | | |
| **Area** | | X | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | |  |

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| **TECHNICAL DATA SHEET** | | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | | Measurement | Differential pressure gauge and thermometer | |
| Code | MTED.9 | | | Weight | 10% | |
| Parameter | Drinking water system meets pressure and temperature conditions. | | | | | |
| **Definition and Measurement Method** | | | | | | |
| Definition | The purpose of a water supply installation is to supply and distribute water to the consumption points required in a building. In this sense, the objective of the indicator is to verify that the water supply installations guarantee the service pressure and temperature at the consumption points. | | | | | |
| Service Level Calculation |  | | | | | |
| Measurement Method | The Supervisor will perform random on-site checks of the hot water pressure and temperature at the point of consumption with the aid of a differential pressure gauge with certified calibration and a thermometer. The largest number of measurements in a time interval shall be taken and the result shall be an average value. | | | | | |
| Scope | The characteristics of the indicator are defined in accordance with the following standards:  - IS.010 Sanitary installations for buildings. National Building Regulations. | | | | | |
| Specifications | The Supervisor will evaluate a random sample of at least 25% of the total number of sanitary fixtures in order to check the pressure and temperature parameters.  The parameters to evaluate the potable water system will be: | | | | | |
|  | **Device** | **Domestic Hot Water temperature range (ºC)** | **Minimum pressure (kPa)** | **Maximum pressure (kPa)** |  |
|  | Sinks (Residence Rooms) | 50 - 65 | 100 | 500 |  |
|  | Sinks (Laboratories\*) | 50 – 65 | 100 | 500 |  |
|  | Showers (Dining Room, Sports Center, Swimming Pool, Residence Rooms) | 50 - 65 | 100 | 500 |  |
|  | Flush Toilet | - | 100 | 500 |  |
|  | Flush Toilet | - | 100 | 500 |  |
|  | Sink (Kitchen) | 50 - 65 | 100 | 500 |  |
|  | Laundry | - | 100 | 500 |  |
|  | Urinals | - | 100 | 500 |  |
|  | Lavatory | - | 100 | 500 |  |
| (\*)Except for the Robotics Laboratory. | | | | | |
| **Frequency** | | **Unit of Measurement** | | **Service level** | | |
| Quarterly | | Points | | 90 | | |
| **Quarterly Score Calculation** | | | | | | |
| IdxServ\_indt,j,i,s | | | | | | |
| IdxServ\_indt,j,i,s is obtained as follows:  If: 90 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_indt,j,i,s= 100.  If: 80 ≤ NS\_indf,j,i,s < 90, then IdxServ\_indt,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_indt,j,i,s= 0 | | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | | |
| **Deduction Criteria** | | | | | | |
| **Rectification is applied?** | | | **Rectification Period** | | | |
| Yes (X) | | | Up to 3 hours | | | |
| No ( ) | | |
| **Deduction** | | | **Deduction Criteria** | | | |
| **Area** | |  | Deduction is applied according to the quarterly score obtained on the indicator. | | | |
| **Service** | | X |

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| **TECHNICAL DATA SHEET** | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | Measurement | Thermometer | |
| Code | MTED.10 | | Weight | 4% | |
| Parameter | The temperature of the pool water complies with the conditions for heating and cooling as established in the regulations. | | | | |
| **Definition and Measurement Method** | | | | | |
| Definition | The objective of the indicator is to verify compliance with the water temperature conditions of the COAR pool.  According to Sanitary Directive Nº 033-MINSA/DIGESA-V.02:  - Swimming pool is the artificial or partially artificial pond intended for recreational or sports bathing, where the use made of the water involves primary and collective contact with it, as well as with the necessary equipment and facilities that ensure its proper functioning.   * Pond is the main infrastructure of the pool that contains the volume of water necessary for bathing. | | | | |
| Service Level Calculation |  | | | | |
| Measurement Method | During the Measurement period, the temperature of the pool water will be randomly verified in situ with a thermometer that has a valid calibration certificate issued by a company accredited by INACAL. The temperature verification shall be carried out prior to the use of the facilities according to the school schedule. Five measurements must be taken at different times during the weekly evaluation day, recorded in spreadsheets. | | | | |
| Scope | This indicator applies to swimming pool water.  The characteristics of the indicator have been defined taking into account the following regulations: Sanitary Directive Nº 033 - MINSA/DIGESA - V.02. | | | | |
| Specifications | The following table shows the quality parameters, in accordance with the sector's regulations: | | | | |
|  |  |  | |  |
| **Detail** | **Temperature range** | |
| Pond water | 24 - 28°C | |
|  | | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | | |
| Weekly | Points | | 100 | | |
| **Quarterly Score Calculation** | | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | |
| **Deduction Criteria** | | | | | |
| **Rectification is applied?** | | **Rectification Period** | | | |
| Yes (X) | | Up to 1 Calendar Day | | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | | |
| **Area** | X | Deduction is applied according to the quarterly score obtained on the indicator | | | |
| **Service** |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | | | Measurement | | Laboratory | |
| Code | MTED.11 | | | | Weight | | 6% | |
| Parameter | The pool water meets the quality conditions required for its use. | | | | | | | |
| **Definition and Measurement Method** | | | | | | | | |
| Definition | The objective of the indicator is to verify the availability of quality water in the pool of each COAR.  The Ministry of Health, through DIGESA, establishes in its Sanitary Regulations physical, chemical and bacteriological parameters that must be monitored periodically to verify water quality:  - Physical-chemical quality parameters: pH, turbidity, alkalinity.  - Microbiological quality parameters: thermotolerant coliforms, Escherichia coli.  - Disinfection parameters: residual chlorine.  The periodic control is a monthly control that aims to know the compliance of the pool water quality. | | | | | | | |
| Service Level Calculation | When the water samples comply with the acceptable value ranges, it will be scored as 100; otherwise, if there is any value outside the acceptable value ranges, it will be scored as 0. | | | | | | | |
| Measurement Method | Periodic control of the pool water, by means of a water sample for laboratory analysis (accredited by the Health Authority). In the periodic control, the physical-chemical, microbiological and disinfection quality parameters established in the Sanitary Regulations shall be evaluated. The water sample points shall be representative of the pond and the circuit. At least one shall be available: i) one in the circuit, at the pond inlet or at the treatment outlet, before the pond inlet, and ii) one in the pond itself, in the area furthest from the pond water inlet. | | | | | | | |
| Scope | The characteristics of the indicator are defined in accordance with the following regulations and their updates:  - Sanitary Directive Nº 033 - MINSA/DIGESA - V.02.  - Sanitary Regulations for Swimming Pools. Supreme Decree No. 007-2003-SA. | | | | | | | |
| Specifications | The following table shows the water quality parameters according to the sector's regulation: | | | | | | | |
|  | | | | | | | |
| **Disinfection parameters** | | | | | | | |
|  | **Variable** | | **Unit** | | **Acceptable value range** | |  |
|  | Chlorine residual | | mg / l | | 0.4 to 1.2 | |  |
|  |  | |  | |  | |
| **Chemical physical parameters** | | | | | | | |
|  | **Variable** | | **Unit** | | **Acceptable value range** | |  |
|  | Ph | | Unit Ph | | 6.5 to 8.5 | |
|  | Turbidity | | UNT | | < 5 | |
|  | Alkalinity | | Ppm | | 125 to 150 | |
|  |  | |  | |  | |
| **Microbiological parameters** | | | | | | | |
|  | **Variable** | | **Unit** | | **Acceptable value range** | |  |
|  | Algae | | No. of organisms / l | | Absence | |
|  | Parasites and protozoa | | No. of eggs / l | | Absence | |
|  | Thermotolerant coliforms | | NMP / 100ml | | Absence | |
| In the event of normative parameters that differ from the contractual parameters, those of higher quality or higher requirements for the measurement of the indicator prevail. | | | | | | | |
| **Frequency** | **Unit of Measurement** | | | | **Service level** | | | |
| Monthly | Points | | | | 100 | | | |
| **Quarterly Score Calculation** | | | | | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | | | | |
| **Deduction Criteria** | | | | | | | | |
| **Rectification is applied?** | | | **Rectification Period** | | | | | |
| Yes ( ) | | | Not applicable | | | | | |
| No (X) | | |
| **Deduction** | | | **Deduction Criteria** | | | | | |
| **Area** |  | | Deduction is applied according to the quarterly score obtained on the indicator. | | | | | |
| **Service** | X | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | Measurement | Documentary / Visual |
| Code | MTED.12 | | Weight | 5% |
| Parameter | Fire Detection and Alarm System Operability (SDI) | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to evaluate the operability of the Fire Detection and Alarm System (SDI) equipment.  The basic equipment of the SDI has been designed for specific periods of validity and operation, according to the selected supplier. After the period of validity, a calibration process must be carried out and then a certification process of the different SDI equipment and accessories must be carried out. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Random on-site verification, functional operation tests of all fire system equipment and accessories. | | | |
| Scope | The indicator is regulated according to the standards and regulations of the National Fire Protection Association (NFPA). | | | |
| Specifications | Not applicable. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Quarterly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s | | | | |
| The IdxServ\_ind t,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 6 hours | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator. | | |
| **Service** | X |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Educational Infrastructure Maintenance Service | | Measurement | Documentary / Visual |
| Code | MTED.13 | | Weight | 12% |
| Parameter | Availability of technological equipment | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to measure that the technological equipment (laptops, interactive whiteboards, multimedia projectors, multifunction printers) programmed is operational and within its useful life. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of the Maintenance Plan to obtain information on the technological equipment that is within its useful life according to the maximum terms stipulated in Annex 12 (paragraph 1.10). It will also be supported by the inventory of assets and the report on the execution of replacements. | | | |
| Visual: On-site verification of the operability of all the technological equipment included in the Scope of the indicator. | | | |
| Scope | This indicator measures the following technological equipment components: laptops, interactive whiteboards, multimedia projectors and multifunctional printers. | | | |
| Specifications | In the case of laptops, the following must be complied with: operating system, office automation package and antivirus according to the technical specifications. In the case of interactive whiteboards (PDI), multimedia projectors and multifunctional printers, only the operation of the equipment is supervised.  The documents to be reviewed by the Supervisor at each Measurement are the following:  - Maintenance Plan included in the Concessionaire's Operation Manual.  - Execution report of the Concessionaire's programmed replacements.  - Annual Inventory of the CONCESSIONAIRE's assets. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Quarterly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_indt,j,i,s | | | | |
| The IdxServ\_indt,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_indt,j,i,s= 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_indt,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_indt,j,i,s= 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator. | | |
| **Service** | X |

#### **INTEGRAL CLEANING, WASTE MANAGEMENT AND PEST CONTROL SERVICES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Integral cleaning, waste management and pest control services. | | Measurement | Documentary / Visual |
| Code | LI.1 | | Weight | 24% |
| Parameter | Compliance with cleaning according to the Service Operation Manual schedule. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The purpose of this indicator is to verify that the rooms in the COAR are clean, tidy and disinfected.  The CONCESSIONAIRE must present in the Service Operation Manual (MO) information containing the schedule of cleaning activities by environments, differentiating the school and vacation periods. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Analysis of records in the CCO regarding unclean environments reported by the Supervisor. | | | |
| Visual: The Supervisor will perform on-site verification, randomly during the week, of compliance with the check list of the environments scheduled for cleaning in the COARs.  Sample size: The number of environments monitored in each Measurement will be a random sample of at least 25% of the total number of environments.  The composition of the sample shall be: i) 40% of the sample of environments shall be of basic type of academic area, corporal expression area, library area and sports area, ii) 40% of the sample of environments shall be of complementary type of academic area, corporal expression area, library area and sports area, student welfare and development area and administrative management area, interior circulations, restrooms and dressing rooms, iii) 20% of the sample of environments shall be of storage rooms, cleaning rooms, filing and photocopying area, general services area. | | | |
| Scope | The Integral Cleaning service includes all the areas that make up the COAR facilities (as defined in Annex 11 Appendix 3 of the Concession Contract), except for the dining room, kitchen and food storage areas. | | | |
| Specifications | The Check list is a set of parameters that must be fully complied with for an environment to be considered clean.  The Supervisor will use the following documentation to measure this indicator:  - concessionaire's Service Operation Manual.  - Cleaning schedule, registered according to date and time by the CONCESSIONAIRE in the CCO.  - Annex LI.1. MINIMUM REFERENTIAL CHECK LIST TO VERIFY COMPLIANCE WITH CLEANING IN THE ENVIRONMENTS. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Weekly | Points | | 95 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| IdxServ\_ind f,j,i,s is obtained as follows:  If: 95 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 95, then IdxServ\_ind f,j,i,s = 50  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 3 hours | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** | X | Deduction is applied according to the quarterly score obtained on the indicator. | | |
| **Service** |  |

ANNEX L1: MINIMUM REFERENCE CHECK LIST TO VERIFY COMPLIANCE WITH CLEANLINESS IN THE ENVIRONMENTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activities by Environment** | | | **Rating** | |
| **Compliant** | **Not compliant** |
|  | **In general (for each environment)** |  | |  |
| 1 | Clean floors: free of debris and stains, dust accumulation |  | |  |
| 2 | Clean walls and baseboards: free of stains and smudges |  | |  |
| 3 | Clean window sashes: dust and stain free |  | |  |
| 4 | Clean furniture : free of debris and stains, dust build-up |  | |  |
| 5 | Clean equipment: free of dust accumulation |  | |  |
| 6 | Containers clean: free of stains and odors |  | |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Activities by Environment** | | **Rating** | |
| **Compliant** | **Not compliant** |
|  | **Sanitary facilities** |  |  |
| 1 | Clean floors: free of debris and stains, dust accumulation |  |  |
| 2 | Clean walls and baseboards: free of stains and stains |  |  |
| 3 | Sanitary fixtures (sinks, toilets, urinals, showers) clean: free of debris, stains, and scale |  |  |
| 4 | Clean containers: free of stains. |  |  |
| 5 | Absence of bad odors due to waste accumulation. |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Activities by Environment** | | **Rating** | |
| **Compliant** | **Not compliant** |
|  | **Outdoor areas** |  |  |
| 1 | Clean floors: free of residues and stains |  |  |
| 2 | Clean containers: free of stains and odors |  |  |

(\*) The activities are the minimum necessary to evaluate the cleanliness of the environments. When the supervision is performed, the verification of compliance must be specified for each environment.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Integral cleaning, waste management and pest control services. | | Measurement | Documentary / Visual |
| Code | LI.2 | | Weight | 21% |
| Parameter | Compliance with waste management in accordance with current applicable legislation | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify that the waste management processes are carried out in compliance with the applicable regulations in force and in application of the protocols and procedures approved in the MO for the Service.  The control of waste generated in the COARs is intended to reduce its effects on health and the environment.  Likewise, it shall be verified that in case of failures reported by the municipalities in the transport and final disposal, the CONCESSIONAIRE shall demonstrate that it acted with reasonable diligence, immediately carrying out the steps and communications with the municipalities to request the restoration of the Service. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of the documentation to be carried out by the CONCESSIONAIRE in accordance with the applicable regulations in force, which must always be updated. | | | |
| Visual: The Supervisor will perform on-site verification, on a random basis during the month, of the execution of the activities programmed for proper waste management. | | | |
| Scope | The scope of the indicator applies to the waste management processes in the COAR, without considering the waste generated in the kitchen, dining room and food storage areas.  The solid waste management service must comply with the following regulations and their updates:  - Law on Integral Solid Waste Management, approved by Legislative Decree No. 1218 and its regulations.  - Hazardous Waste Management in Peru. DIGESA.  - Resolution No. 027-2013/SBN: Directive No. 003-2013/SBN, which approves the Procedure for the adequate management of state-owned movable property qualified as waste electrical and electronic equipment - WEEE.   * Peruvian Technical Standard on Colors NTP 900.058.2019. | | | |
| Specifications | In the event of parameters that differ from the contractual parameters, the higher quality or more demanding parameters shall prevail for the Measurement of the indicator.  The Supervisor shall rely on the following documentation for the Measurement of this indicator:  - CONCESSIONAIRE's Service Operation Manual.  - Scheduling of activities, registered by date and time by the CONCESSIONAIRE in the CCO.  - Waste management documents, prepared by the CONCESSIONAIRE and registered in the CCO. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 1 hour | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator. | | |
| **Service** | X |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Integral cleaning, waste management and pest control services. | | Measurement | Documentary / Visual |
| Code | LI.3 | | Weight | 26% |
| Parameter | Compliance with pest control according to current applicable regulations. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify that environmental sanitation activities are carried out as scheduled and in compliance with current applicable regulations.  Pest control in the COAR environments is carried out in order to avoid or eliminate conditions that favor the proliferation of microorganisms, insects or other fauna that may transmit diseases to people.  The Supervisor must verify that the CONCESSIONAIRE has current environmental sanitation certificates issued by a company authorized by DIGESA that demonstrate compliance with the programmed preventive activities. He must also verify that the environmental sanitation works are carried out in compliance with the applicable regulations in force:   1. Preparation of the premises. 2. Application of authorized chemical substances according to the volume of the space and according to the manufacturer's instructions. 3. Implementation of safety measures. 4. Cleaning of rooms, furniture and equipment after sanitation.   In the Service Operation Manual (MO), the CONCESSIONAIRE must detail the pest control activities and Frequency for the following works:   * Rat extermination: sanitation technique applied to exterminate commensal rodents (gray rat - rattus norvegicus, black rat - rattus and house mouse - mus musculus). * Disinsection: sanitation technique aimed at eliminating or controlling the population of insects and other arthropods. * Disinfection: sanitation technique applied to eliminate pathogenic microorganisms harmful to humans in the closed environment where human life takes place. * Prevention of the appearance of birds' nests. * Special pests: Prevention and elimination of any kind of harmful fauna, corresponding to the habitat where the COAR is located. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of the documentation registered by the CONCESSIONAIRE in the CCO that supports the execution of the environmental sanitation activities and compliance with the regulations. | | | |
| Visual: The Supervisor will verify on-site, on a random basis during the quarter, that the environmental remediation activities programmed are carried out in compliance with the applicable regulations in force. | | | |
| Scope | The Scope of the indicator applies to all COAR environments, both indoors and outdoors, except for the dining room, kitchen and food storage and green areas.  Pest control must comply with the following regulations and their updates:   * Sanitary Regulations for environmental sanitation activities in homes and commercial, industrial and service establishments, approved by Supreme Decree No. 022-2011-SA. * Sanitary Rule for disinsecting, rat extermination, disinfection, cleaning and disinfection of water reservoirs, cleaning of rooms and septic tanks, approved by Ministerial Resolution No. 449-2001-SA/DM. | | | |
| Specifications | In the case of parameters that differ from the contractual parameters, those of higher quality or higher requirements for the measurement of the indicator prevail.  The Supervisor shall rely on the following documentation for the Measurement of this indicator:  - CONCESSIONAIRE's Service Operation Manual.  - Environmental sanitation certificate(s) registered in the CCO.  - Other documentation related to the execution of environmental sanitation, registered in the CCO.  - Pest control schedule, recorded by date and time by the CONCESSIONAIRE in the CCO. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Quarterly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s | | | | |
| The IdxServ\_ind t,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind t,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | | |
| Group Category | Integral cleaning, waste management and pest control services. | | | Measurement | Documentary / Visual |
| Code | LI.4 | | | Weight | 16% |
| Parameter | The CONCESSIONAIRE is responsible for providing and maintaining all consumables for the sanitary facilities. | | | | |
| **Definition and Measurement Method** | | | | | |
| Definition | This indicator aims to ensure that students and staff of the COARs have consumables in the toilet facilities.  Consumables are defined as the following: toilet soap (liquid or bar), toilet paper, paper towel. | | | | |
| Service Level Calculation |  | | | | |
| Measurement Method | Documentary: Review of the documentation registered in the CCO, analysis of the registered cases. | | | | |
| Visual: Weekly random on-site verification of consumables in the COAR's sanitary facilities. | | | | |
| Scope | This indicator applies to all toilet facilities (including changing rooms) of the COAR, located in its different areas. | | | | |
| Specifications | The Supervisor will rely on the following documentation for the Measurement of this indicator:  - Reports of records in the CCO and their documentation. | | | | |
| **Frequency** | **Unit of Measurement** | | | **Service level** | |
| Weekly | Points | | | 100 | |
| **Quarterly Score Calculation** | | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_ind f,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_ind f,j,i,s <100, then IdxServ\_ind f,j,i,s = 50  If: NS\_ind f,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | |
| **Deduction Criteria** | | | | | |
| **Rectification is applied?** | | **Rectification Period** | | | |
| Yes ( X) | | Up to 30 minutes | | | |
| No () | |
| **Deduction** | | **Deduction Criteria** | | | |
| **Area** |  | | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Integral cleaning, waste management and pest control services. | | Measurement | Documentary |
| Code | LI.5 | | Weight | 13% |
| Parameter | Attention to cleaning and pest control requests | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify that the CONCESSIONAIRE attends to cleaning and pest control requests.  In the operation of the COARs, requests may arise due to:  - Circumstantial accidents (fall of some agent, spillage of liquids, among other cases) of users and incidents in the facilities that require the cleaning service.  - Elimination of the presence of rodents, insects, harmful fauna, among others.  The CONCESSIONAIRE shall carry out the actions in compliance with the protocols and procedures so that the affected environment maintains sanitary and hygienic conditions.  The COAR (CONCESSIONAIRE) or Supervisor (if at the educational institution) staff may report a request to the CCO, which must be attended to by the CONCESSIONAIRE within the respective attention period. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of the documentation registered in the CCO regarding cleaning and pest control requests, analysis of registered cases. | | | |
| Scope | This indicator applies to all environments belonging to the COAR facilities, with the exception of the kitchen, dining room and food storage room. | | | |
| Specifications | - The response time for Service requests will be up to 30 minutes for cleaning and up to 1 Calendar Day for pest and vermin removal.  - If the request is reported at a time that does not correspond to the working day of the service staff, the start of the attention period will be counted from the beginning of the next work shift.  - If 3 or more non-compliances are detected within the quarter, the score will be 0.  The documents on which the Supervisor will rely for the Measurement of the indicator are the following:  - Service request reports recorded in the CCO and their documentation. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_ind f,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_ind f,j,i,s <100, then IdxServ\_ind f,j,i,s = 70  If: NS\_ind f,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

#### **LAUNDRY SERVICE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Laundry Service | | Measurement | Documentary / Visual |
| Code | SL.1 | | Weight | 38% |
| Parameter | Delivery of clean clothes to students | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the Service is to verify the result of the laundry service process, that is, the delivery of clean garments to the students. Clean garments are considered to be those that have been washed, sanitized, sanitized, ironed and chemically treated to eliminate or reduce stains caused by use.  Among the garments included in the laundry service are:  - School uniform  - Sports uniforms  - Bed linen  - Personal hygiene clothes  - Personal clothing  - Other garments: laboratory aprons, ecological garment bags.  If during the delivery service the students identify that any garment is not clean, they must communicate it to the COAR staff, designated by the CONCESSIONAIRE, or to the Supervisor; they must also register their complaint in the Complaint Form that the CONCESSIONAIRE will make available in the CCO. The CONCESSIONAIRE shall register in the COAR the claims regarding unclean garments, attaching the claim form within the term established in Annex 12. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of documentation recorded in the CCO regarding the status of garments and claims. | | | |
| Visual: Verification in situ, during the delivery service, with the students of the condition of the garments delivered. Review of the physical Claim Form. | | | |
| Scope | The indicator includes all the garments considered in the Service, according to Annex 12 of the Concession Contract. | | | |
| Specifications | A garment is not considered clean when the following are detected:   |  |  |  | | --- | --- | --- | | **Description** | **Causes** | **How to identify?** | | Stains due to washing process | Chemical stains | Colored, blotchy and/or greasy to the touch. The color of the stain varies according to the color of the product. | | Rust stains | Yellow, orange or red spots. | | Mold stains | Small gray and white spots in the form of splashes. | | When delivering garments that have not been laundered. | | |   The Supervisor shall rely for the Measurement of this indicator on the following documentation of the CONCESSIONAIRE:  - CONCESSIONAIRE's records of the condition of the garments.  - Claim Form / Claim Sheets.  - Statistics of total garments received and delivered. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Fortnightly | Points | | 98 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| IdxServ\_ind f,j,i,s is obtained as follows:  If: 98 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 98, then IdxServ\_ind f,j,i,s = 70  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 2 Calendar Days | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Laundry Service | | Measurement | Documentary / Visual |
| Code | SL.2 | | Weight | 24% |
| Parameter | Attention to requests for the replacement of garments due to damage or loss. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to verify the attention given to requests for replacement of garments due to damage or loss during the school period.  Damage is understood as deterioration or damage to garments as a result of the laundry service's washing process. The damage to a garment that requires replacement is configured as: discoloration, rips or fraying, tears, shrunken garments, among others.  If during the delivery service the students identify that any garment was lost or damaged, they must communicate it to the COAR staff, designated by the GRANTOR, or to the Supervisor; they must also register their claim in the Complaint Form that the CONCESSIONAIRE will make available at the COAR. The CONCESSIONAIRE shall register each claim as a request for replacement of garments in the CCO, attaching the claim form within the term established in Annex 12. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of documentation recorded in the CCO regarding requests and documentation regarding the status of garments and claims. | | | |
| Visual: Verification in situ, during the delivery service, with the students of the condition of the garments delivered. Review of the physical Claim Form. | | | |
| Scope | The indicator includes all the garments considered in the Service, which have a maximum age of 1 year based on the identification made by the GRANTOR according to Annex 12 of the Concession Contract. | | | |
| Specifications | - The period of attention of the request is 3 Calendar Days.  - The attention term starts from the moment the event is registered in the CCO.  - Replacements made by the CONCESSIONAIRE due to damage or loss of garments must be of the same quality or better than the original ones.  The Supervisor shall rely on the following documentation from the CONCESSIONAIRE for the measurement of this indicator:  - CONCESSIONAIRE's records of the condition of the garments.  - Claim Form / Claim Sheets.  - Reports of requests registered in the CCO and their documentation. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Fortnightly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_ind f,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_ind f,j,i,s <100, then IdxServ\_ind f,j,i,s = 70  If: NS\_ind f,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No ( X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Laundry Service | | Measurement | Documentary / Visual |
| Code | SL.3 | | Weight | 19% |
| Parameter | Attention to requests for garment alterations | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to verify the attention given to requests for garment repair during the school period.  As a result of the laundering process of the Laundry Service, minor damage may occur in the garments that will require repair, without being limiting these damages would be: loose or unbuttoned buttons, damaged zippers, unbuttoned pockets, among others.  If during the delivery service the students identify that any garment requires repair, they must inform the COAR staff, designated by the GRANTOR, or the Supervisor; and they must register their claim in the Complaint Form that the CONCESSIONAIRE will make available at the COAR. The CONCESSIONAIRE shall register each claim as a request for garment repair at the CCO, attaching the claim form within the term set forth in Annex 12. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of documentation recorded in the CCO regarding requests and documentation regarding the status of garments and claims. | | | |
| Visual: On-site review of the physical Claim Form. | | | |
| Scope | The indicator includes all the garments considered in the Service, according to Annex 12 of the Concession Contract. | | | |
| Specifications | - The period of attention of the request is 2 Calendar Days.  - The attention term starts from the moment the event is registered in the CCO.  The Supervisor shall rely for the Measurement of this indicator on the following documentation of the CONCESSIONAIRE:  - CONCESSIONAIRE records of the condition of the garments.  - Claim Form / Claim Sheets.  - Reports of requests registered in the CCO and their documentation. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Fortnightly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_ind f,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_ind f,j,i,s <100, then IdxServ\_ind f,j,i,s = 50  If: NS\_ind f,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No ( X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator. | | |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Laundry Service | | Measurement | Documentary / Visual |
| Code | SL.4 | | Weight | 19% |
| Parameter | Compliance with the Service schedules established in the Service Operation Manual. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The purpose of the indicator is to verify the CONCESSIONAIRE'S performance with respect to compliance with the Service schedules.  In the Service Operation Manual, the CONCESSIONAIRE shall present the Frequency of receptions and delivery of garments. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Visual: The Supervisor in random visits will verify compliance with the schedules established for the Services. | | | |
| Scope | The Scope of the indicator involves the provision of the following services: i) reception of garments and ii) delivery of garments. | | | |
| Specifications | The Supervisor shall rely on the following documentation for the Measurement of this indicator:  - Schedule of reception and delivery of garments, registered according to date and time by the CONCESSIONAIRE in the CCO.  - Service initiation minutes, signed by COAR and CONCESSIONAIRE staff.   * Non-compliance reports registered in the CCO and its documentation. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_ind f,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_ind f,j,i,s <100, then IdxServ\_ind f,j,i,s = 70  If: NS\_ind f,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 15 minutes | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator. | | |
| **Service** | X |

#### **PRIVATE SECURITY AND SAFETY SERVICE**

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Private Surveillance and Security Service | | Measurement | Documentary / Visual |
| Code | SE.1 | | Weight | 32% |
| Parameter | Surveillance officers at their assigned security posts. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The purpose of this indicator is to verify that security agents are performing their duties in their assigned security posts, according to the working hours as established in the Service Operation Manual (MO). | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Visual: Weekly random on-site verification of compliance of surveillance agents at their assigned posts. | | | |
| Scope | The Scope of the indicator applies to all surveillance agents providing the Service, in their different shifts. | | | |
| Specifications | The Supervisor shall rely on the following documentation for the Measurement of this indicator:  - Service Operation Manual the CONCESSIONAIRE.  - Attendance records of security staff, registered by the CONCESSIONAIRE in the CCO. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Weekly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 50  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 1 hour | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Private Surveillance and Security Service | | Measurement | Visual |
| Code | SE.2 | | Weight | 24% |
| Parameter | Availability of technological security equipment | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify that the technological security equipment is operational in order to ensure security control in the COARs. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Visual: On-site verification of the operability of technological security equipment in the COARs. | | | |
| Scope | The Scope of the indicator includes the technological safety equipment proposed by the CONCESSIONAIRE in the Service Operation Manual. | | | |
| Specifications | Technological equipment should not be considered inoperative in the event of scheduled maintenance, which has been previously communicated to the Supervisor.  The Supervisor shall rely on the following information for the Measurement of this indicator:  - CONCESSIONAIRE's Service Operation Manual. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 70  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Service Indicator "i" of Service "s".  IdxServ\_indf,j,i,s : Score for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Private Surveillance and Security Service | | Measurement | Documentary |
| Code | SE.3 | | Weight | 29% |
| Parameter | Attention to risk situations in COARs. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify compliance in the attention of risk situations related to the Security Service that arise in the COARs.  It is considered that a risk situation is attended when the CONCESSIONAIRE has adopted all the safety measures and protocols established in the Service Operation Manual (MO). | | | |
| Service Level Calculation | When no unattended risk situations are recorded, a score of 100 will be given; otherwise, if unattended risk situations are detected, a score of 0 will be given. | | | |
| Measurement Method | Documentary: The Supervisor shall review and analyze the documentation recorded in the CCO by the CONCESSIONAIRE regarding risk situations (daily reports). This may be supported by surveillance camera recordings. | | | |
| Scope | This indicator includes the attention to the different security risk situations that occur within the COAR facilities. | | | |
| Specifications | In risk situations categorized as IMMINENT RISK (in Annex 12), compliance with the response period of up to 10 minutes must also be verified. By response period we mean the time of the first reaction, from the time the risk situation is identified until the CONCESSIONAIRE's staff arrives at the scene.  In order to measure this indicator, the Supervisor must have access to the following information:  - concessionaire's Service Operation Manual.  - Daily report of incidents, registered by the CONCESSIONAIRE in the CCO.  - Recordings of the CONCESSIONAIRE's video surveillance cameras.  - Technical Specifications of the Services, Annex 12 of the Concession Contract. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Private Surveillance and Security Service | | Measurement | Documentary / Visual |
| Code | SE.4 | | Weight | 15% |
| Parameter | Effective control of people entering and leaving the COAR | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective is to verify compliance with the people control procedures established in the Service Operation Manual and thus ensure that unauthorized persons do not enter the COAR facilities.  Unauthorized persons are those who are not authorized by the COAR management to enter certain areas of its facilities. | | | |
| Service Level Calculation | When no intrusions are recorded during the period, the score will be 100; otherwise, if intrusions are detected, the score will be 0. | | | |
| Measurement Method | Documentary: The Supervisor will review the records in the CCO that are reported on intrusions by unauthorized persons, and may also rely on the recordings of the video surveillance cameras. | | | |
| Visual: Random on-site inspections of the procedures for the control of incoming and outgoing persons. | | | |
| Scope | This indicator applies to those persons entering and leaving the COAR facilities. | | | |
| Specifications | The presence of an unauthorized person in an environment shall be recorded by:  - COAR (GRANTOR) staff or by the Supervisor, who must report the event in the CCO.  For the Measurement of the indicator the Supervisor must have the following information:  - Reports in the CCO regarding intrusions and their documentation.  - Recordings of the CONCESSIONAIRE's video surveillance cameras.  - Record of persons entering and leaving the premises provided by the CONCESSIONAIRE. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes () | | Not applicable. | | |
| No (x ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

#### **FOOD SERVICE**

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| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Inspection |
| Code | ALI.1 | | Weight | 13% |
| Parameter | Compliance with Good Manufacturing Practices for Food Service | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The purpose of this indicator is to verify compliance with Good Manufacturing Practices (GMP) in the Food Service.  GMP are procedures that are part of a food quality system and are applied in all food processing and handling processes. They constitute a set of basic principles with the objective of ensuring that products are manufactured under adequate sanitary conditions and that the risks inherent to production and distribution are reduced. GMPs include the verification of:   * Staff hygiene, cleaning and disinfection of facilities. * Raw materials, food additives and packaging. * Food storage and preservation. * Food and beverage processing and distribution. | | | |
| Service Level Calculation | When all the evaluated procedures comply with the GMP, the score is 100; otherwise, the score is 0. | | | |
| Measurement Method | On-site sanitary inspection, random Monthly. This is the evaluation of the food control system, reception of raw materials, storage, processing and distribution, verification of cleanliness and hygiene. The CONCESSIONAIRE shall make available to the Supervisor the documentation supporting the execution of the programs and compliance with the procedures detailed in the GMP. | | | |
| Scope | The Scope of the indicator is within the framework of these standards and their updates:   * Food Safety Law and its Regulations, approved by D.L. No. 1062 and its regulations. * Regulation on Surveillance and Sanitary Control of Food and Beverages, approved by Supreme Decree NO. 007-98-SA. * Codex Alimentarius. | | | |
| Specifications | The Supervisor will rely on the following documentation for the Measurement of the indicator: - CONCESSIONAIRE Service Operation Manual.  - Documentation regarding the execution of actions, compliance with GMP protocols. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Microbiological tests |
| Code | ALI.2 | | Weight | 13% |
| Parameter | Results within permitted limits for microbiological testing of water, food, beverages and surfaces. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to verify the sanitary quality and safety of water for food preparation, food, beverages and living and inert surfaces in contact with them, so that microbiological, physical and organoleptic requirements are met and no harm is caused to the health of consumers.  It is understood by:   1. Water for human consumption as water for human consumption and for all regular domestic use, including personal hygiene (Supreme Decree No. 031-2010-SA). 2. Food and beverages suitable for human consumption: food and beverages will be considered suitable when they meet the full extent of sanitary quality and safety criteria established by the sanitary standard, whose consumption will not cause harm to the health of the consumer. For food and beverages coming from commercialization, preparation and sale establishments, prepared foods without heat treatment (raw salads, mayonnaise, huancaína potato sauce, ocopa, desserts, juices, others), prepared foods with ingredients with and without heat treatment (mixed salads, stuffed avocado, sandwiches, ceviche, desserts, soft drinks, others) and prepared foods with heat treatment (cooked salads, stews, rice, cooked desserts, rice pudding, mazamorra, etc.) (Sanitary Directive No. 032-MINSA/DIGESA-V.01) will be analyzed. 3. Living surfaces such as external parts of the human body that come into contact with equipment, utensils and food during preparation and consumption (RM No.461-2007/MINSA). 4. Inert surfaces such as internal and external parts of utensils that are in contact with food (Ministerial Resolution No.461-2007/MINSA).   Microbiological tests will be performed on water, food, beverages and surfaces. Microbiological analysis, according to RM No. 461-2007/MINSA, consists of the procedures to be followed to determine the presence, identification and quantity of pathogenic microorganisms and contamination indicators in a sample. | | | |
| Service Level Calculation | When all microbiological tests have an "acceptable" result, a score of 100 will be given; otherwise, a score of 0 will be given. | | | |
| Measurement Method | A representative of the CONCESSIONAIRE and a representative of the GRANTOR shall be present for the sampling, who shall act as overseers at the time of sampling, and a record shall be signed. The laboratory where the microbiological tests are performed shall be accredited by INACAL or other equivalent institution.  For live and inert surfaces, a random sample shall be analyzed at any time and on any day of the evaluation period. For processing and retail establishments, the selection of surfaces shall be as follows:  - Inert surfaces: those that are in contact with food intended for direct consumption should be selected, such as: utensils, tableware, kitchenware, cutting surfaces, floors and walls.  - Live surfaces: the hands of handlers, with or without gloves, that are in contact with food intended for direct consumption should be selected.  The procedure indicated for each sampling method in Ministerial Resolution No. 461-2007/MINSA or its successor will be applied.  For water, a random sample should be analyzed at any time and on any day of the evaluation period. The analysis methods to be used must comply with the provisions of Supreme Decree No. 031-2010-S.A. or its successor. | | | |
| Scope | The Scope of the indicator is for water in food preparation, surfaces, food and beverages.  The characteristics of the indicator correspond to the applicable Peruvian technical standard in force and its updates:   * Technical Guide for the microbiological analysis of surfaces in contact with food and beverages. RM No. 461-2007/MINSA. * Sanitary Standard that establishes the Microbiological Criteria of sanitary quality and safety for food and beverages for human consumption. Sanitary Technical Standard No. 071-MINSA/DIGESA-V.01. * Procedure for the reception of samples of food and beverages for human consumption in the environmental control laboratory of DIGESA of the Ministry of Health. Sanitary Directive No. 032-MINSA/DIGESA-V.01. * Regulation of Water Quality for Human Consumption, approved by Supreme Decree. No. 031-2010-S.A. | | | |
| Specifications | 1. The following are the "acceptable" limits for microbiological tests on food, beverages and surfaces, according to sanitary regulations.  |  |  |  | | --- | --- | --- | | **Swab method** | **Permissible limit on inert surfaces** | | | **Essay** | **Regular** | **Irregular** | | Total coliforms | <1 ufc/m2 | <10 ufc/sampled area | | Salmonella sp. | Absence/sampled area | Absence/sampled area |  |  |  |  | | --- | --- | --- | | **Sponge method** | **Permissible limit on inert surfaces** | | | **Essay** | **Regular** | **Irregular** | | Total coliforms | <1 ufc/m2 | <25 ufc/sampled area | | Salmonella sp. | Absence/sampled area | Absence/sampled area |  |  |  |  | | --- | --- | --- | | **Rinsing method** | **Permissible limit on surfaces** | | | **Essay** | **Live (hands)** | **Small or internal** | | Total coliforms | < 100 ufc/hands | <25 ufc/sampled area | | Staphylococcus aureus | < 100 ufc/hands | - | | Salmonella sp. | Absence/hands | Absence/sampled area |  |  |  | | --- | --- | | **Prepared foods without heat treatment and Prepared foods containing heat-treated and non-heat-treated ingredients** | | | **Microbial Agent** | **Limit per g or ml** | | Mesophilic aerobes | 105 | | Coliforms | 102 | | Staphylococcus aureus | 10 | | Escherichia coli | 10 | | Salmonella sp. | Absence / 25g |  |  |  | | --- | --- | | **Heat-treated prepared foods** | | | **Microbial Agent** | **Limit per g or ml** | | Mesophilic aerobes | 104 | | Coliforms | 10 | | Staphylococcus aureus | 10 | | Escherichia coli | <3 | | Salmonella sp. | Absence / 25g |  1. The results of the microbiological tests for water shall not exceed the "permissible" limits as established in the Regulation of Water Quality for Consumption, Supreme Decree No. 031-2010-SA. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Surveys |
| Code | ALI.3 | | Weight | 6% |
| Parameter | Service satisfaction survey results | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to evaluate user (student) satisfaction by means of surveys conducted on a random sample representative of the student population at the COARs.  The CONCESSIONAIRE shall carry out a satisfaction survey of the service provided every three months. The survey method, the parameters to be measured and the target audience shall be presented by the CONCESSIONAIRE in the Service Operation Manual. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Verification of survey results and physical or virtual documentation (surveys). | | | |
| Scope | The Scope of the indicator is for the population of COAR students. | | | |
| Specifications | To measure the survey parameters, the Likert Scale of levels should be used: (1) Very Dissatisfied, (2) Dissatisfied, (3) Neither Dissatisfied nor Satisfied, (4) Satisfied, (5) Very Satisfied.  The satisfaction survey should be designed in such a way that satisfaction is evaluated with respect to at least the following aspects of the Service:   1. Compliance with the dining room schedule. 2. Cleanliness of the dining room (floors, furniture, walls, etc.). 3. Cleanliness of utensils (dishes, cutlery, trays, etc.). 4. Food temperature. 5. Taste of food. 6. Combination of foods in menu programming. 7. Regarding the attention of the Service staff.   The calculation will be made on the total of "satisfied" and "very satisfied" answers obtained for each question. The base will be the total number of questions asked to all students. The results of the survey shall be presented on a scale from 0 to 100.  The Supervisor shall have the following information for the Measurement of the indicator:  - Total physical or virtual CONCESSIONAIRE Surveys.  - CONCESSIONAIRE's Service Satisfaction Survey Results Report. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Quarterly | Points | | 85 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s | | | | |
| IdxServ\_ind t,j,i,s is obtained as follows:  If: 85 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_ind t,j,i,s = 100.  If: 70 ≤ NS\_indf,j,i,s < 85, then IdxServ\_ind t,j,i,s = 70  If: 50 ≤ NS\_indf,j,i,s < 70, then IdxServ\_ind t,j,i,s = 50  If: NS\_indf,j,i,s < 50, then IdxServ\_ind t,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Stopwatch |
| Code | ALI.4 | | Weight | 9% |
| Parameter | Verification of queue waiting time per student | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to evaluate the waiting time in the food distribution queue per student in the COARs, which should not exceed 5 minutes.  Each member of the queue is served according to the Service discipline defined, i.e., the priority with which students are served, and the service capacity of the Service. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Visual: In a random shift, the Supervisor shall estimate the queuing time of each of the students served in the shift, with the support of a stopwatch or any other current technology that facilitates the measurement of queuing time. | | | |
| Scope | The Scope of the indicator will be for the shifts established for breakfast, lunch and/or dinner services. A shift is understood as the organization or division of students that is made to provide the services. | | | |
| Specifications | Waiting time in line is counted from the time the student enters the food distribution area (takes his/her tray) until he/she leaves the distribution area (receives his/her food). | | | |
| **Frequency** | **Unit of Measurement** | | **Service level required** | |
| Fortnightly | Points | | 98 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| IdxServ\_ind f,j,i,s is obtained as follows:  If: 98 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 98, then IdxServ\_ind f,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Visual |
| Code | ALI.5 | | Weight | 7% |
| Parameter | Compliance with waste management in accordance with current applicable legislation | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify that waste management processes are carried out in compliance with current applicable regulations and in application of the protocols and procedures approved by the MO for the Service.  The control of waste generated in the kitchen, food storage and dining room is carried out in order to reduce its effects on health and the environment. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of the documentation to be carried out by the CONCESSIONAIRE in accordance with the applicable regulations in force, which must always be updated. | | | |
| Visual: The Supervisor will perform random on-site verification of the execution of scheduled activities for proper waste management. | | | |
| Scope | The Scope of the indicator applies to the waste management processes generated in the kitchen, dining room and food storage areas of each COAR.  The solid waste management service must comply with the following regulations and their updates:  - Integral Solid Waste Management Law, approved by Legislative Decree No. 1218 and its regulations.  - Hazardous Waste Management in Peru. DIGESA.  - Resolution No. 027-2013/SBN: Directive No. 003-2013/SBN, which approves the Procedure for the adequate management of state-owned movable property qualified as waste electrical and electronic equipment - WEEE.  - Peruvian Technical Standard on Colors. NTP 900.058.2019.  - Standard for the establishment and operation of collective food services, approved by Supreme Resolution No. 019-81-SA/DVM. | | | |
| Specifications | In the event of parameters that differ from the contractual parameters, the higher quality or more demanding parameters shall prevail for the Measurement of the indicator.  The Supervisor shall rely on the following documentation for the Measurement of this indicator:  - CONCESSIONAIRE's Service Operation Manual.  - Scheduling of activities, registered by date and time by the CONCESSIONAIRE in the CCO.  - Waste management documents, prepared by the CONCESSIONAIRE, and registered in the CCO. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level required** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 1 hour | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | | |
| Group Category | Food Service | | Measurement | Documentary / Visual | |
| Code | ALI.6 | | Weight | 9% | |
| Parameter | Compliance with pest control according to current applicable regulations. | | | | |
| **Definition and Measurement Method** | | | | | |
| Definition | The objective of this indicator is to verify that environmental sanitation activities are carried out as scheduled and in compliance with current applicable regulations.  Pest control in the COAR environments is carried out in order to avoid or eliminate conditions that favor the proliferation of microorganisms, insects or other fauna that may transmit diseases to people.  The Supervisor must verify that the CONCESSIONAIRE has current environmental sanitation certificates issued by a company authorized by DIGESA that demonstrate compliance with the programmed preventive activities. In addition, he must verify that the environmental sanitation works are carried out in compliance with the applicable regulations in force:   1. Preparation of the premises. 2. Application of authorized chemical substances according to the volume of the space and according to the manufacturer's instructions. 3. Implementation of safety measures. 4. Cleaning of rooms, furniture and equipment after sanitation.   In the Service Operation Manual (MO), the CONCESSIONAIRE must detail the pest control activities and Frequency for the following works:   * Rat extermination: sanitation technique applied to exterminate commensal rodents (gray rat - rattus norvegicus, black rat - rattus and house mouse - mus musculus). * Disinsection: sanitation technique aimed at eliminating or controlling the population of insects and other arthropods. * Disinfection: sanitation technique applied for the elimination of pathogenic microorganisms harmful to humans in the closed environment where human life takes place. * Prevention of the appearance of birds' nests. * Special pests: Prevention and elimination of any kind of harmful fauna, corresponding to the habitat where the COAR is located. | | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review of the documentation registered by the CONCESSIONAIRE in the CCO that supports the execution of the environmental sanitation activities and compliance with the applicable regulations in force. | | | | |
| Visual: The Supervisor will verify on site, randomly during the quarter, that the programmed environmental remediation activities are carried out in compliance with the applicable regulations in force. | | | | |
| Scope | The Scope of the indicator applies to the dining room, kitchen and food storage areas.  Pest control must comply with the following regulations and their updates:  - Sanitary Rule for disinsecting, rat extermination, disinfection, cleaning and disinfection of water reservoirs, cleaning of rooms and septic tanks, approved by Ministerial Resolution No. 449-2001-SA/DM. | | | | |
| Specifications | In the event of parameters that differ from the contractual parameters, those of higher quality or higher requirements shall prevail for the Measurement of the indicator.  The Supervisor shall rely on the following documentation for the Measurement of this indicator:  - CONCESSIONAIRE's Service Operation Manual.  - Environmental sanitation certificate(s).  - Other documentation related to the execution of environmental sanitation.  - Pest control schedule, registered by date and time by the CONCESSIONAIRE in the CCO. | | | | |
| **Frequency** | **Unit of Measurement** | | **Service level required** | | |
| Quarterly | Points | | 100 | | |
| **Quarterly Score Calculation** | | | | | |
| IdxServ\_ind t,j,i,s | | | | | |
| The IdxServ\_ind t,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind t,j,i,s = 0 | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | |
| **Deduction Criteria** | | | | | |
| **Rectification is applied?** | | **Rectification Period** | | | |
| Yes ( ) | | Not applicable | | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | | |
| Group Category | Food Service | | Measurement | | Documentary / Visual |
| Code | ALI.7 | | Weight | | 9% |
| Parameter | Compliance with the regular diet menu schedule | | | | |
| **Definition and Measurement Method** | | | | | |
| Definition | The purpose of this indicator is to verify the CONCESSIONAIRE'S performance in complying with the regular diet menu schedule.  As part of the regular daily Food Service, the CONCESSIONAIRE shall prepare the ration schedule for the regular diet and submit it Monthly for approval, as well as register it in the CCO. | | | | |
| Service Level Calculation |  | | | | |
| Measurement Method | Documentary: Random review of documentation on file with the CCO regarding menu programming and equivalent servings. | | | | |
| Visual: Weekly random, on-site verification of menu scheduling according to equivalent servings in a random shift. | | | | |
| Scope | The Scope of the indicator includes the regularly scheduled menus for breakfast, lunch and dinner services, each of which can be provided in one or more shifts as established in the Service Operation Manual (MO). | | | | |
| Specifications | The Supervisor shall review the following documentation for Measurement of this indicator:  - Annual schedule or Weekly update of equivalent servings.  - Scheduling of Menus, recorded by date and Service by the CONCESSIONAIRE in the CCO.  - Scheduling of Services, recorded by date and time (shifts) by the CONCESSIONAIRE in the CCO.  - Non-compliance reports registered in the CCO and their documentation. | | | | |
| **Frequency** | **Unit of Measurement** | | | **Service level** | |
| Weekly | Points | | | 100 | |
| **Quarterly Score Calculation** | | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | |
| **Deduction Criteria** | | | | | |
| **Rectification is applied?** | | **Rectification Period** | | | |
| Yes ( ) | | Not applicable | | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Documentary / Visual |
| Code | ALI.8 | | Weight | 9% |
| Parameter | Compliance with the special nutrition diet menu schedule. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The purpose of this indicator is to verify the CONCESSIONAIRE's performance in complying with the menu schedule for the special nutrition regime.  As part of the regular daily Food Service, the CONCESSIONAIRE must prepare the menu schedule for the special nutrition regimen and submit it Monthly for approval; and register it in the CCO. Special nutrition is understood as the type of menus provided to students by medical prescription or as a result of nutritional evaluation in cases of: extreme thinness, thinness, obesity, morbid obesity, or if they have any medical condition or allergy that prevents them from consuming the food of the regular Food Service. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Random review of documentation on file with the CCO regarding menu scheduling and equivalent servings. | | | |
| Visual: Weekly random, on-site verification of menu scheduling according to equivalent servings in a random shift. | | | |
| Scope | The Scope of the indicator includes the programming of menus that are served in the regular diet in the following services: breakfast, lunch, dinner and snacks, each of these services can be provided in one or more shifts according to what is established in the Service Operation Manual (MO). | | | |
| Specifications | The Supervisor shall review the following documentation for Measurement of this indicator:  - Annual schedule or Weekly update of equivalent servings.  - Scheduling of Menus, recorded by date and Service by the CONCESSIONAIRE in the CCO.  - Scheduling of Services, recorded by date and time (shifts) by the CONCESSIONAIRE in the CCO.  - Non-compliance reports registered in the CCO and their documentation. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Weekly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Scale |
| Code | ALI.9 | | Weight | 11% |
| Parameter | Grammage compliance. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify compliance with the weight of the main ingredient of the main course. In the case of the regular feeding regime the main ingredient is meat, while in the special nutrition regime the main ingredient will depend on the diet established for the student.  The grammage for the regular feeding regime is detailed in Annex 12 of the Concession Contract. In the case of the special nutrition regime, the minimum required grammage of the main ingredient will be established in the Service Operation Manual, approved by the Supervisor and the GRANTOR. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | The Supervisor will conduct the on-site, random Weekly, spot check by making an unannounced visit to the kitchen prior to the preparation of lunch and/or dinner servings.  The procedure will be as follows: Weighing shall be performed with a calibrated scale of the main ingredient of the main course, which may vary depending on the nutritional regimen. Raw weighing shall be performed on at least 70% of the main ingredients of the lunch and/or dinner servings. | | | |
| Scope | The Scope of the indicator comprises the Measurement in kitchen for lunch and/or dinner services. | | | |
| Specifications | The Supervisor will use the following documentation to measure this indicator:   * CONCESSIONAIRE's Service Operation Manual. * Menu Programming, registered according to date and Service by the CONCESSIONAIRE in the CCO. * Technical Specifications of the Service (minimum grammage requirements). Annex 12 of the Concession Contract. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Weekly | Points | | 98 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| IdxServ\_ind f,j,i,s is obtained as follows:  If: 98 ≤ NS\_indf,j,i,s ≤100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 98, then IdxServ\_ind f,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( X) | | Up to 1 hour | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Documentary / Visual |
| Code | ALI.10 | | Weight | 7% |
| Parameter | Compliance with product expiration dates | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify compliance with the expiration date of products in the warehouse within the COARs. The control of the expiration date of products in the warehouse ensures that they are not used for the preparation of servings. | | | |
| Definition | The objective of this indicator is to verify compliance with the expiration date of products in the warehouse within the COARs. Controlling the expiration date of products in the warehouse ensures that they are not used for future menu preparations. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Review documentation recorded in the CCO related to the control of products in stock. | | | |
| Visual: Monthly random on-site verification of expiration date records on a representative random sample of products in storage. | | | |
| Scope | This applies to all perishable products in storage, dry and cold products within the kitchen facilities. | | | |
| Specifications | The Supervisor shall review the following documentation for the Measurement of this indicator:  - CONCESSIONAIRE's inventory record.  - CONCESSIONAIRE's Kardex.  - CONCESSIONAIRE's purchase orders. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Fortnightly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 1 Calendar Day | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Food Service | | Measurement | Documentary |
| Code | ALI.11 | | Weight | 7% |
| Parameter | Attention to requests for cleaning and pest control in kitchen, dining room and food storage areas. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of this indicator is to verify that the CONCESSIONAIRE attends 100% of the cleaning requests in the Service in feeding.  In the operation of the COARs, requests may arise for:   * Circumstantial accidents (falling of some agent, spillage of liquids, among other cases) of users and incidents in the facilities that require the cleaning service. * Elimination of the presence of rodents, insects, harmful fauna, among others.   The COAR staff ( GRANTOR) or Supervisor (in case it is located in the COAR facilities) may report a cleaning request to the CCO, which must be attended by the CONCESSIONAIRE within the respective attention period. | | | |
| Service Level Calculation |  | | | |
| Measurement Method | Documentary: Random review of documentation registered in the CCO regarding cleaning and pest control requests, analysis of registered cases. | | | |
| Scope | This indicator applies to the kitchen, dining room and food storage areas. | | | |
| Specifications | - The turnaround time for Service requests will be up to 15 minutes for cleaning and up to 1 Calendar Day for pest and vermin removal.  - All pest control requests must be completed in a timely manner.  - In case of 3 or more non-compliances are detected within the quarter, it will be scored as 0.  The documents on which the Supervisor will rely for the Measurement of the indicator are the following:  - Cleanup request reports recorded in the CCO and their documentation. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: 80 ≤ NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 80  If: NS\_indf,j,i,s < 80, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

#### **ADMINISTRATION OF MANDATORY SERVICES**

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Administration of Mandatory Services | | Measurement | Documentary |
| Code | ADM.1 | | Weight | 3% |
| Parameter | Timely delivery of Quarterly Reports | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to measure the CONCESSIONAIRE's compliance with the delivery of the Quarterly Reports within the established deadlines. | | | |
| Service Level Calculation | When the CONCESSIONAIRE delivers the Special Report on time, it will be scored as 100; otherwise, it will be scored as 0. | | | |
| Measurement Method | Documentary: To corroborate its delivery, the Supervisor must receive the document formally in digital and printed format within the established deadlines. | | | |
| Scope | The Scope of this indicator includes ensuring delivery of the Quarterly Report within 10 Calendar Days after the end of the reporting quarter.  The document must contain at least the following information:   * Report on the rectification of non-compliances during the period. * Report of the requests attended registered and attended during the period. * Report on complaints and claims registered and attended during the period. * Updated report on consumption of basic services. * Summary of activities carried out during the quarter (meetings, participants, visits to COAR, etc.). | | | |
| Specifications | The Supervisor shall confirm whether the CONCESSIONAIRE has complied with the delivery of the Quarterly Report on time and in accordance with the Technical Specifications. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Quarterly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s | | | | |
| The IdxServ\_ind t,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator. | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Administration of Mandatory Services | | Measurement | Documentary |
| Code | ADM.2 | | Weight | 6% |
| Parameter | Timely delivery of the Special Reports requested by the Supervisor. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to measure the CONCESSIONAIRE's compliance in delivering the Special Reports requested by the Supervisor on any aspect related to the Services rendered within the established deadlines. | | | |
| Service Level Calculation | When the CONCESSIONAIRE delivers the Special Report on time, it will be scored as 100; otherwise, it will be scored as 0. | | | |
| Measurement Method | Documentation: To corroborate its delivery, the Supervisor shall receive the document formally in digital format within the established deadlines. | | | |
| Scope | The Scope of this indicator includes ensuring the delivery of the Special Reports requested by the Supervision, referring to aspects related to the provision of the Services by the CONCESSIONAIRE, within the 15 Calendar Days following the request. | | | |
| Specifications | The Supervisor shall confirm whether the CONCESSIONAIRE has complied with the delivery of the Special Report on time and in accordance with the provisions of the Technical Specifications. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Per event | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s)  (\*)If no requests for special reports are made, the Quarterly score will be 100. | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator. | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Administration of Mandatory Services | | Measurement | Documentary |
| Code | ADM.3 | | Weight | 11% |
| Parameter | Timely documentation of all activities performed under the Contract in the CCO. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to measure the CONCESSIONAIRE's compliance in documenting all activity reports, documents and tasks related to the mandatory Services in the CCO. | | | |
| Service Level Calculation | If all required documentation is timely recorded in the CCO, it will be scored as 100; otherwise, it will be scored as 0. | | | |
| Measurement Method | Documentary: To corroborate its delivery, the Supervisor will review the Service Operation Manuals and contrast it with the reports of activities, documents and tasks registered in the CCO. | | | |
| Scope | The Scope of this indicator comprises the assurance that the CONCESSIONAIRE adequately uses the CCO to document all the activity reports, documents and tasks related to the Services it provides under the Contract. Likewise, the CONCESSIONAIRE shall keep on record all the operation manuals and upload the Quarterly, annual and special reports of the Service. The CONCESSIONAIRE shall comply with the deadlines foreseen for the registration of activities, documents and tasks in accordance with the provisions of Annex 12 of the Technical Specifications of the Services. | | | |
| Specifications | The Supervisor shall confirm whether the CONCESSIONAIRE has complied with reporting in the CCO all the executed activities. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s) | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind f,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind f,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in the Measurement "f" period for Indicator “i” of Service “s”.  IdxServ\_indf,j,i,s : Score for COAR "j" in the Measurement "f" period for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes (X) | | Up to 1 Calendar Day | | |
| No ( ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Administration of Mandatory Services | | Measurement | Documentary |
| Code | ADM.4 | | Weight | 10% |
| Parameter | The timely implementation of a contingency system in case of CCO interruption. | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to measure the CONCESSIONAIRE's compliance in implementing a contingency system that allows reporting all the activities to be provided under the Contract.  The contingency system shall be proposed by the CONCESSIONAIRE with the submission of the Services Operation Manual. | | | |
| Service Level Calculation | When the contingency system is implemented and is working, it shall be scored as 100; otherwise, it shall be scored as 0. | | | |
| Measurement Method | Documentary: To verify the CONCESSIONAIRE shall notify the Supervisor in writing of the implementation of the contingency system. The GRANTOR shall also provide the Supervisor with all the information of the physical or digital records made during the interruption of the CCO. | | | |
| Scope | The Scope of the indicator includes the assurance that the CONCESSIONAIRE will comply with the implementation of the contingency system in case of interruptions in the operation of the CCO that must be solved without using the system at the same time. | | | |
| Specifications | The Supervisor shall confirm whether the CONCESSIONAIRE has complied with the implementation of the contingency system within a maximum period of 1 hour from the moment the interruption of the CCO is reported, in accordance with the technical specifications of the service. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Quarterly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s  (\*)If no requests for attention are registered, the score for the period will be 100. | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes () | | Not applicable | | |
| No (X ) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator. | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Administration of Mandatory Services | | Measurement | Documentary / Visual |
| Code | ADM.5 | | Weight | 21% |
| Parameter | Availability of potable water | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The objective of the indicator is to verify the availability of potable water supply within the COARs.  The CONCESSIONAIRE shall guarantee the availability of the Service 24 hours a day, through the operation of the facilities in the COAR (the operation of the facilities includes the cistern) or through the mechanisms established in its Contingency Plan, previously defined in the Service Operation Manual.  In case there is no potable water supply due to the companies or entities providing the Service, the CONCESSIONAIRE shall guarantee the availability of the Service for up to 15 accumulated days per Calendar Year for each COAR, exceeding this term, the GRANTOR and the CONCESSIONAIRE shall determine the necessary measures to reestablish the lack of supply by means of a Contract between the parties. In case of Cusco, in case of lack of water supply during the first year of Operation, the CONCESSIONAIRE shall guarantee the availability of the Service for up to one year. | | | |
| Service Level Calculation | When the continuity of the potable water supply is restored within the attention period, it will be scored as 100; otherwise, it will be scored as 0. | | | |
| Measurement Method | Documentary: The Supervisor will review the documentation recorded in the CCO regarding supply failures, which has been recorded by the users. | | | |
| Visual: During his random on-site visits, the Supervisor will verify the supply of the Service and its rectification. | | | |
| Scope | The potable water service shall be available within the COAR facilities. | | | |
| Specifications | The documents to be reviewed by the Supervisor at each Measurement are as follows:   * Documents that the CONCESSIONAIRE records in the BCC to support that the Service has been reestablished. * Records in the CCO regarding supply failures.   The attention period for Service requests will be up to 3 hours. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Quarterly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s  (\*)If no requests for attention are registered, the score for the period will be 100. | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score granted to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes () | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

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| **TECHNICAL DATA SHEET** | | | | | | |
| Group Category | Administration of Mandatory Services | | | Measurement | | Documentary / Visual |
| Code | ADM.6 | | | Weight | | 11% |
| Parameter | Wastewater disposal | | | | | |
| **Definition and Measurement Method** | | | | | | |
| Definition | The objective of the indicator is to ensure the removal of sewage from the COAR.  The drainage system shall be designed and constructed in such a way that sewage is quickly evacuated from any sanitary apparatus, sump or other collection point, to the place of discharge.  In this regard, it will be evaluated that during the operation step, wastewater within the COAR will be kept free-flowing and any incidents that arise will be resolved within the established timeframe. | | | | | |
| Service Level Calculation | When all the requests registered in the CCO are attended within the established term, it will be scored as 100; otherwise, it will be scored as 0. | | | | | |
| Measurement Method | Documentary: The Supervisor will verify the records of unresolved incidents in the CCO and analyze the cases registered in the platform. | | | | | |
| Visual: During his random on-site visits, the Supervisor will verify the attention of the requests that arise. | | | | | |
| Scope | The scope of the indicator is defined in accordance with the following standard:  - IS.010 Sanitary installations for buildings. National Building Regulations. | | | | | |
| Specifications | The incidents that could occur during operation with respect to the drainage service are as follows:   * Pungent, unpleasant or foul odors. * Clogging and obstructions. * Among others.   The attention time for Service requests will be up to 3 hours.  The documents on which the Supervisor will rely for the Measurement of the indicator are as follows   * Service request reports registered in the CCO and their documentation. | | | | | |
| **Frequency** | | **Unit of Measurement** | | | **Service level** | |
| Quarterly | | Points | | | 100 | |
| **Quarterly Score Calculation** | | | | | | |
| IdxServ\_ind t,j,i,s  (\*)If no requests for attention are registered, the score for the period will be 100. | | | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 0 | | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | | |
| **Deduction Criteria** | | | | | | |
| **Rectification is applied?** | | | **Rectification Period** | | | |
| Yes ( ) | | | Not applicable | | | |
| No (X) | | |
| **Deduction** | | | **Deduction Criteria** | | | |
| **Area** | |  | Deduction is applied according to the quarterly score obtained on the indicator | | | |
| **Service** | | X |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | | |
| Group Category | Administration of Mandatory Services | | Measurement | | Documentary / Visual |
| Code | ADM.7 | | Weight | | 27% |
| Parameter | Availability of electric power | | | | |
| **Definition and Measurement Method** | | | | | |
| Definition | The purpose of the indicator is to verify the availability of electric power supply within the COAR.  The CONCESSIONAIRE shall guarantee the availability of the Service 24 hours a day, 365 days a year, through the operation of the electrical system of the COAR facilities or the contingency system previously defined in the Service Operation Manual. | | | | |
| Service Level Calculation | When power supply continuity is restored within the attention period, it will be scored as 100; otherwise, it will be scored as 0. | | | | |
| Measurement Method | Documentary: The Supervisor will review the documentation recorded in the CCO regarding power supply failures, analysis of the recorded cases. | | | | |
| Visual: During random on-site visits, the Supervisor will verify the supply of the Service and its rectification. | | | | |
| Scope | The electric power service shall be available within the COAR facilities. | | | | |
| Specifications | The documents to be reviewed by the Supervisor at each Measurement are the following:  - Documents that the CONCESSIONAIRE records in the CCO to support that the Service was reestablished.  - Records in the CCO regarding lack of supply.  The attention time for Service requests will be up to 15 minutes. | | | | |
| **Frequency** | **Unit of Measurement** | | | **Service level** | |
| Quarterly | Points | | | 100 | |
| **Quarterly Score Calculation** | | | | | |
| IdxServ\_ind t,j,i,s  (\*)If no requests for attention are registered, the score for the period will be 100. | | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 0 | | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | | |
| **Deduction Criteria** | | | | | |
| **Rectification is applied?** | | **Rectification Period** | | | |
| Yes ( ) | | Not applicable. | | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | | |
| **Service** | X |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL DATA SHEET** | | | | |
| Group Category | Administration of Mandatory Services | | Measurement | Documentary / Visual |
| Code | ADM.8 | | Weight | 11% |
| Parameter | Guarantee the quality of the telecommunications service | | | |
| **Definition and Measurement Method** | | | | |
| Definition | The CONCESSIONAIRE, through a Service Level Contract (SLA) with the telecommunications company or entity, shall establish the quality level of the telecommunications services (telephony and Internet). The SLA is a tool that helps to establish a consensus in terms of the quality level of the Service between the provider and the customer, in aspects such as: response time to attend and solve a problem, availability of schedules, available documentation, staff assigned to the Service, among others.  The CONCESSIONAIRE shall inform the GRANTOR and Supervisor of the quality parameters contracted in the SLA for monitoring the quality of the Service, which shall be established in accordance with the parameters for telecommunications in Annex 12, Appendix 6 of the Concession Contract. | | | |
| Service Level Calculation | When there are no non-compliances in the SLA parameters, it will be scored as 100, otherwise it will be scored as 0. | | | |
| Measurement Method | The Supervisor will carry out periodic checks to verify compliance with the SLA according to the parameters established in Annex 12 of the Concession Contract. The Supervisor will also verify compliance with the deadlines established for support and technical service agreed with the supplier. | | | |
| Scope | This indicator has as Scope the telephony and internet services.  The characteristics of the indicator are defined in accordance with the following regulations and their updates:   * Board of Directors Resolution No. 123-2014-CD-OSIPTEL. General Regulation of Quality of Public Telecommunications Services. * Board of Directors Resolution No. 110-2015-CD-OSIPTEL. * Board of Directors Resolution No. 005-2016-CD-OSIPTEL. | | | |
| Specifications | Non-compliances regarding the telecommunications service can be reported by COAR (GRANTOR) staff or by the Supervisor.  The documents to be reviewed by the Supervisor at each Measurement are the following:  - Documents that the CONCESSIONAIRE registers in the CCO. | | | |
| **Frequency** | **Unit of Measurement** | | **Service level** | |
| Monthly | Points | | 100 | |
| **Quarterly Score Calculation** | | | | |
| IdxServ\_ind t,j,i,s = Average (IdxServ\_ind f,j,i,s)  (\*)If no requests for attention are registered, the score for the period will be 100. | | | | |
| The IdxServ\_ind f,j,i,s is obtained as follows:  If: NS\_indf,j,i,s = 100, then IdxServ\_ind t,j,i,s = 100.  If: NS\_indf,j,i,s < 100, then IdxServ\_ind t,j,i,s = 0 | | | | |
| NS\_indf,j,i,s : Service Level Calculation for COAR "j" in Measurement period "f" for Indicator "i" of Service "s".  IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of Service "s". | | | | |
| In case of suspension, the score awarded to the CONCESSIONAIRE in the Measurement will be P\_Minimum\_Suspension according to the Concession Contract, in such a way that the following formula for the Quarterly score is met: | | | | |
| **Deduction Criteria** | | | | |
| **Rectification is applied?** | | **Rectification Period** | | |
| Yes ( ) | | Not applicable | | |
| No (X) | |
| **Deduction** | | **Deduction Criteria** | | |
| **Area** |  | Deduction is applied according to the quarterly score obtained on the indicator | | |
| **Service** | X |

## ANNEX 13: SERVICE LEVELS

## APPENDIX 3: PROCEDURE FOR VERIFICATION OF COMPLIANCE WITH SERVICE LEVELS

1. **QUARTERLY INDICATOR SCORES**

The Deductible Availability Payment (PPD\_DE) of each COAR will be quarterly; therefore, a quarterly score must be estimated for each indicator.

The quarterly score for each indicator will be obtained according to the following formula:

IdxServ\_indt,j,i,s  = Average (IdxServ\_indf,j,i,s)

Wherein:

IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of service "s".

IdxServ\_indf,j,i,s: Score for COAR "j" in measurement period "f" for Indicator "i" of service "s".

In case of indicators with quarterly frequency:

IdxServ\_indt,j,i,s  = IdxServ\_indf,j,i,s

In case a temporary suspension is generated for the performance of obligations in charge of the CONCESSIONAIRE as established in Clauses 4.8 and 4.14 of this Concession Contract, during the term of duration of the suspension, the Supervisor shall grant a minimum score to the indicators of the suspended services based on the P\_Minimum\_Suspension indicated in Tables 1 and 2. In such case, the quarterly score will be the average of the minimum scores with the scores resulting from the supervision, in such a way that the following formula for the quarterly score is met:

IdxServ\_indt,j,i,s  = +

Wherein:

P\_Minimum\_Suspension: Minimum suspension score.

Susp Calendar Days: Calendar days of suspension.

Trim Calendar Day: Calendar days of the quarter.

The following tables show the minimum suspension score to be assigned to the indicators according to service. It should be noted that the minimum suspension score will be different as of the 41st quarter of COAR operation:

Table 1: Minimum Suspension Score - Quarter 1 to 40 of operation

| **SERVICES** | **MINIMUM SUSPENSION SCORE** |
| --- | --- |
| Maintenance of educational infrastructure | 52 |
| Integral cleaning, waste management and pest control. | 52 |
| Laundry | 35 |
| Private surveillance and security | 57 |
| Food | 40 |
| Administration of Mandatory Services | 31 |

Table 2: Minimum Suspension Score - As of the 41st quarter of operation

| **SERVICES** | **MINIMUM SUSPENSION SCORE** |
| --- | --- |
| Maintenance of educational infrastructure | 42 |
| Integral cleaning, waste management and pest control. | 42 |
| Laundry | 25 |
| Private surveillance and security | 47 |
| Food | 30 |
| Administration of Mandatory Services | 21 |

1. **Obtaining the Service Index (IndxServ j,t)**

The IdxServj,t is a relevant variable whose value has an impact on the application of Deductions and, consequently, on the payment mechanism based on the Availability Payment.

The result of the actions performed by the Supervisor to obtain the Service Index of COAR "j" in quarter "t" (IdxServj,t), results from the weighting of the service index of each one of the services, considering their respective weight according to the corresponding quarter.

The Service Index (IdxServj,t) is used to calculate the Availability Payment (PPD), according to Annex 14 of the Concession Contract.

Thus, the estimation of the IdxServj,t is made based on the following formula:

Wherein:

: Service Index for COAR "j" in quarter "t". It corresponds to the total weighted rating obtained from the assignment of a score to each indicator by the Supervisor. This value shall be determined with at least two (02) decimal places.

: Service Index for COAR "j" in quarter "t" of service "s".

: Weight assigned in quarter "t" for the service.

Table 3 shows the detail of the weight assigned in each quarter for the following services.

Table 3: Weights assigned in each quarter to services

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SERVICES** | t=1 | t=2 | t=3 | t=4 |
| S = Food | 35.21% | 45.29% | 44.28% | 44.47% |
| S = Integral cleaning, waste management and pest control | 13.19% | 10.25% | 10.54% | 10.49% |
| S = Laundry | 3.59% | 5.96% | 5.72% | 5.77% |
| S = Private surveillance and security | 9.15% | 5.88% | 6.21% | 6.15% |
| S = Maintenance of educational infrastructure | 36.88% | 28.38% | 29.23% | 29.07% |
| S = Administration of Mandatory Services | 1.98% | 4.24% | 4.02% | 4.05% |

Regarding the , this is obtained as follows.:

Wherein:

IdxServ\_indt,j,i,s : Score for COAR "j" in quarter "t" for Indicator "i" of service "s".

: Weight of indicator "i" in quarter "t" of service "s".

For each service, a weight will be assigned to the indicators that comprise it, which should be used to calculate the Service Index for the COAR of each service (

Table 4: Indicator weights

| **SERVICE** | **COD** | **INDICATOR** | **WEIGHT** |
| --- | --- | --- | --- |
| **MAINTENANCE OF EDUCATIONAL INFRASTRUCTURE** | MTED.1 | Compliance with the Operation Manual (OM) for scheduled infrastructure maintenance. | 11% |
| MTED.2 | Attention to requests for building incidents. | 10% |
| MTED.3 | Attention to requests for sports furniture and equipment incidents. | 8% |
| MTED.4 | Attention to requests for technological equipment incidents. | 10% |
| MTED.5 | The environment maintains lighting comfort in compliance with the established comfort levels. | 7% |
| MTED.6 | The environment maintains hygrothermal comfort in compliance with the established comfort levels. | 10% |
| MTED.7 | The environment maintains acoustic comfort in compliance with the established comfort levels. | 3% |
| MTED.8 | The environment complies with the artificial ventilation requirements established in the regulations. | 4% |
| MTED.9 | The drinking water system complies with the pressure and temperature conditions. | 10% |
| MTED.10 | The pool water temperature complies with the air conditioning conditions as established in the Regulations. | 4% |
| MTED.11 | The pool water complies with the quality conditions required for its use. | 6% |
| MTED.12 | Operability of the fire detection and alarm system. | 5% |
| MTED.13 | Availability of technological equipment. | 12% |
| **INTEGRAL CLEANING, WASTE MANAGEMENT** | LI1 | Compliance with the cleaning schedule in accordance with the Service Operation Manual. | 24% |
| LI2 | Compliance with waste management in accordance with the applicable regulations in force. | 21% |
| LI3 | Pest control compliance in accordance with applicable regulations in force. | 26% |
| LI4 | The Concessionaire is responsible for providing and maintaining all sanitary facilities consumables. | 16% |
| LI5 | Attention to cleaning and pest control requests. | 13% |
| **LAUNDRY** | SL1 | Delivery of clean clothes to students. | 38% |
| SL2 | Attention to requests for replacement of garments due to damage or loss. | 24% |
| SL3 | Attention to requests for garment repair. | 19% |
| SL4 | Compliance with the service schedules established in the Service Operation Manual. | 19% |
| **PRIVATE SURVEILLANCE AND SECURITY** | SE1 | Security agents at their assigned security posts. | 32% |
| SE2 | Availability of video surveillance cameras. | 24% |
| SE3 | Attention to risk situations in the COARs. | 29% |
| SE4 | Effective control of COAR staff arrivals and departures. | 15% |
| **FOOD** | ALI1 | Compliance with Good Manufacturing Practices for food service. | 13% |
| ALI2 | Results within permitted limits for microbiological testing of food, beverages and surfaces. | 13% |
| ALI3 | Service satisfaction survey results | 6% |
| ALI4 | Verification of queue waiting time per student. | 9% |
| ALI5 | Compliance with waste management according to current applicable regulations. | 7% |
| ALI6 | Compliance with pest control according to current applicable regulations. | 9% |
| ALI7 | Compliance with the programming of the regular menus. | 9% |
| ALI8 | Compliance with the programming of the menus of the special nutrition regime. | 9% |
| ALI9 | Compliance with the weight of the menus. | 11% |
| ALI10 | Compliance with the expiration date of the products. | 7% |
| ALI11 | Attention to service requests. | 7% |
| **ADMINISTRATION OF MANDATORY SERVICES** | ADM.1 | Timely delivery of quarterly service performance reports. | 3% |
| ADM.2 | Timely delivery of Special Reports requested by the Supervisor. | 6% |
| ADM.3 | The timely documentation of all the activities executed within the Contract in the CCO. | 11% |
| ADM.4 | The Concessionaire must have a contingency plan to ensure the continuity of the CCO. | 10% |
| ADM.5 | Availability of potable water. | 21% |
| ADM.6 | Wastewater disposal. | 11% |
| ADM.7 | Availability of electric power. | 27% |
| ADM.8 | Guarantee the quality of the telecommunications service. | 11% |

## ANNEX 14: ECONOMIC AND FINANCIAL REGIME

## APPENDIX 1: ADJUSTMENT MECHANISM, SETTLEMENT AND PPD PAYMENT

1. In accordance with the provisions of Clause 8.23 of this Contract, for purposes of settlement and adjustments, the PPD is composed of the following components:

PPD1 shall form part of the PPD settlement for ten (10) years, in installments to be settled quarterly and shall not be subject to updates in accordance with the provisions of Clause 8.25 of this Contract. Meanwhile, PPD2 will be part of the quarterly settlement of the PPD during the entire Operating Period of the Project. Seventeen percent (17%) of PPD1 and 94.5% (ninety-four point five percent) of PPD2 may be subject to Deductions based on compliance with the Service Levels set forth in Annex 13.

1. The PPD2 component of the PPD will be adjusted annually for inflation and, at the GRANTOR's request, for the scope of food and laundry services, in accordance with the following formula:

Wherein:

|  |  |
| --- | --- |
| *PPD2i:* | Component of PPD2 adjusted for inflation and, if applicable, by scope of food and laundry services. |
| *PPD20:* | Equivalent to 42% (forty-two percent) of the PPD established in the Declaration of Interest / Economic Bid. |
| *IPCi:* | National Consumer Price Index published by INEI. The latest monthly CPI available as of the adjustment date will be taken, as applicable. |
| *IPC0:* | Consumer Price Index at the national level in the month of the Closing Date published by INEI. |
| *i:* | Calendar year for which the adjustment is made |
| *0:* | Corresponds to the month of the Closing Date |
| *ki:* | Adjustment factor for the Scope of food and laundry services per COAR, as set forth in paragraph 4. |

1. Not later than fifteen (15) January Days of each Calendar Year, the Supervisor shall determine the value of the PPD2i that shall be in force during the Calendar Year and shall inform the GRANTOR, by means of a written communication, not later than the last Day of such month.

Exceptionally, for the Calendar Year in which Operation begins, the Supervisor shall determine and inform the GRANTOR the value of the PPD2i in force during such Calendar Year, at the latest during the first five (5) Days of the month following the date of signing of the Certificate of Commencement of Operation of the first COAR.

1. The adjustment factor for the scope of food and laundry services (ki) shall be determined at the GRANTOR's request, no later than the last day of December, according to the procedure established in Appendices 3 and 5 of Annex 12. The factor may be updated by downward variations in the scope of the food and laundry services with respect to the initial values of the contract (Rac\_Eq0, for the food service, and Pr\_Eq0, for the laundry service), according to the following expression:

Wherein:

|  |  |
| --- | --- |
| *ki:* | Adjustment factor for the scope of food and laundry services for year i by COAR. |
| *Rac\_Eqi:* | Equivalent servings adjusted to year i per COAR. |
| *Rac\_Eq0:* | Initial equivalent servings per year per COAR, corresponding to 259,200 (Two hundred and fifty-nine thousand two hundred), where lunch and dinner are equivalent to 1 ration respectively, breakfast to 0.6 servings, and each snack to 0.3 servings; for a total of 300 (three hundred) students per 270 (two hundred and seventy) days of annual food service. |
| *Pr\_Eqi:* | Equivalent garments per month adjusted to year i per COAR. |
| *Pr\_Eq0:* | Initial garment equivalents per month corresponding to 10,365 (Ten thousand three hundred and sixty-five) per COAR, which equals 34.55 garments per student for 300 (three hundred) students. The calculation of garment equivalencies, per student, can be found in Appendix 1-A. |

Exceptionally, for the first adjustment by scope of the food and laundry services, the GRANTOR shall send the annual schedule to the CONCESSIONAIRE, thirty (30) Calendar Days after the first COAR that initiates the Commissioning in accordance with the provisions of Appendices 3 and 5 of Annex 12.

1. For the purpose of adjusting PPD2 for variation in the scope of food and/or laundry services, the Supervisor shall take into account the schedule sent by the GRANTOR each year, through which it shall inform the average equivalent servings per year for the food service (Rac\_Eqi) and the average equivalent garments per year for the laundry service (Pr\_Eqi) of the three COAR as established in Appendices 3 and 5 of Annex 12. With such communication, the Supervisor will apply the new ki factor as of the following inflation adjustment.

For the purpose of calculating the equivalent servings for food service, the value of 1 equivalent ration will be considered for lunch and dinner respectively, 0.6 equivalent servings for breakfast, and 0.3 equivalent servings for each snack. In the case of laundry service, the adjustment will be based on the equivalencies and parameters established in Appendix 1-A.

**PPD Settlement**

1. During the Operating Period, the CONCESSIONAIRE shall have the right to charge for each COARj as follows:

Wherein:

|  |  |
| --- | --- |
| *PPDj, t:* | Settlement of the Availability Payment for quarter t, where t=1, corresponds to the months of January through March; t=2, corresponds to the months of April through June; t=3, corresponds to the months of July through September; and, t=4, corresponds to the months of October through December. |
| *j:* | 1 (Cusco), 2 (Huancavelica) and 3 (Pasco) |
| *PPD\_NDj, t:* | Availability Payment for non-deductible of COARj, in quarter t. This component will be paid during the first 40 quarters of the COARj Operating Period for the non-deductible component of PPD1, and during the entire COARj Operating Period for the non-deductible component of PPD2. |
| *PPD\_DEj, t:* | Availability Payment subject to Deductions for COARj, in the t quarter. This component will be settled during the entire COARj Operating Period. |

1. During the COARj Operating Period, the non-deductible component of the PPD (PPD\_ND) for COARj, in quarter t, will be calculated with the following formula:

Wherein:

|  |  |
| --- | --- |
| *PPD\_NDj, t:* | Non-deductible COARj Availability Payment, in quarter t. |
| *PPD1:* | Component of the PPD to be settled during the first 10 years (40 quarters) of the COARj Operating Period. As of quarter 41, PPD1 is 0 (zero). |
| *PPD2i:* | Component of the PPD to be settled during the COARj Operating Period adjusted in year i, as indicated in Paragraph 2 of this Annex. |
| *%NoDed:* | Percentage of the PPD1 that is not subject to Deductions, equivalent to 83% (eighty three percent). |
| *ki:* | Adjustment factor for the scope of food and laundry services for year i per COAR. |
| *ft:* | Seasonality factor of PPD2 in quarter t. Where:   |  |  | | --- | --- | | If: t=1 |  | | If: t=2 |  | | If: t=3 |  | | If: t=4 |  | |
| *%Sup\_Op* | This is the percentage to be applied to PPD2 for payment to the Supervisor, equivalent to 5.5% (five point five percent). |

With respect to the PPD\_NDj,t formula, the non-deductible PPD1 and PPD2 are composed as follows:

Non-deductible component of PPD1 (PPD1\_ND) corresponds to:

Non-deductible component of PPD2 (PPD2\_ND) corresponds to:

1. The component subject to PPD Deductions (PPD\_DE) for COARj, in quarter t, will be calculated based on the referential Deduction (DedRef) and the accumulated balances to be settled (Balance\_Liq) of the settlements of the previous quarters, as follows:

Wherein:

|  |  |
| --- | --- |
| *PPD\_DEMaxj, t:* | Maximum PPD subject to COARj Deductions, in quarter t. |
| *PPD\_DEj, t:* | Availability Payment subject to Deductions for COARj, in quarter t. This component will be settled during the entire COARj Operating Period. |
| *DedRefj, t:* | Referential Deduction to the PPD\_DE of COARj, in quarter t. |
| *Balance\_Setj,t-1* | Balance to be settled of the PPD corresponding to the settlement of the previous quarter, net of the compensation of the adjustments. The first quarter in which COARj operates, the unsettled balance has a value of zero. When t equals 1, t-1 refers to quarter 4 of the previous Calendar Year. |

1. During the first 40 quarters of the COARj Operating Period, the maximum PPD subject to COARj Deductions, in quarter t, is calculated with the following formula:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**… (A)**

From the 41st quarter of COARj Operation and until the end of the Concession, the maximum PPD subject to COARj Deductions, in quarter t, is calculated with the following formula:

**… (B)**

|  |  |  |
| --- | --- | --- |
| *PPD\_DEMaxj,t*: | Maximum PPD subject to COARj deductions, in quarter t. | |
| *PPD1:* | PPD component to be settled during the first 10 years (40 quarters) of the COARj Operating Period. | |
| *PPD2i:* | Component of the PPD to be settled during the COARj Operating Period adjusted in year i, as indicated in Paragraph 2 of this Annex. | |
| *%NoDed:* | Percentage of PPD1 not subject to Deductions, equivalent to 83% (eighty three percent). | |
| *ki:* | | Adjustment factor for the scope of food and laundry services for year i by COAR. |
| *ft:* | Seasonality factor of PPD2 in quarter t. Where:   |  |  | | --- | --- | | Si: t=1 |  | | Si: t=2 |  | | Si: t=3 |  | | Si: t=4 |  | | |
| *%Sup\_Op:* | This is the percentage to be applied to PPD2 for payment to the Supervisor, equivalent to 5.5% (five point five percent). | |

Exceptionally, in the first quarter after the start of Operation of each COARj, the PPD2j,t for the calculation of PPD\_DEMax (Maximum Availability Payment subject to Deductions for COARj in quarter t) will be adjusted in proportion to the effective Operating Days of the quarter. In the same way, the same will be done in the last quarter of Operation of each COARj. For this purpose, the factor of formulas (A) and (B) above, shall be replaced by the following adjustment factor:

Wherein:

|  |  |
| --- | --- |
| *Effective Days:* | Actual operating days in quarter t of COARj. |

On the other hand, in the first quarter of operation of each COARj, in case the beginning of the Operating Period does not imply the provision of Educational Services, the payment settlement of the corresponding quarter(s) will have the same treatment as the quarter from January to March (t=1); that is, the seasonality factor to be applied to PPD2i will be equal to f1.

1. Based on the qualification of the Service Levels of each COARj for quarter t, the PPD Deduction corresponding to that quarter will be calculated. The Deduction (*Dedj,t*) and the Referential Deduction (*DedRefj*,t ) will be determined in each quarterly settlement period as follows:

Wherein:

|  |  |
| --- | --- |
| *PPD\_DEMaxj,t* | Maximum PPD subject to COARj Deductions, in quarter t. |

|  |  |
| --- | --- |
| *Dedj,t:* | Deduction to PPD\_DE of COAR j, in quarter t. |
| *DedRefj,t* | Referential deduction for PPD disbursement. |
| *IdxServj,t:* | Service Index for COARj, in quarter t. |
| *IdxMinj,t:* | Minimum Index for the referential Deduction, equivalent to 80. |
|  |  |

1. For the calculation of the balance to be settled of the PPD for COARj in quarter t, the following considerations shall apply:

* The difference between the Reference Deduction and the Deduction corresponding to the Service Levels for quarter t is determined for COARj.

|  |  |
| --- | --- |
| *Balancej,t:* | Balance of COARj, in quarter t |
| *Dedj,t:* | Deduction to PPD\_DE from COAR j, in quarter t. |
| *DedRefj,t* | Referential deduction for PPD disbursement from COARj, in quarter t. |

* If Balancej,t is negative, the Adjustmentj,t resulting from the accumulation with previous negative balances, if any, will be determined for application in subsequent quarters, expressed in absolute value.

|  |  |
| --- | --- |
| *Adjustmentj,t:* | Absolute value of the accumulated negative balances not compensated for COARj, in quarter t. In case there are no previous accumulated negative balances, the value of Adjustmentj,t-1 is zero. |

Likewise, the balance to be settled for COARj corresponding to quarter t will be equal to the following expression:

Wherein:

Balance\_Setj,t : COARj PPD balance to be settled, in quarter t

* If the Balancej,t is positive and less than or equal to the Adjustmentj,t-1, the value of the latter will be updated according to the following expression:

Likewise, the balance to be settled for COARj corresponding to quarter t will be equal to the following expression:

Wherein:

|  |  |
| --- | --- |
| *Adjustmentj,t:* | Absolute value of negative balances not cleared for COARj in quarter t. |
| Balance\_Setj,t: | Balance to be settled of the PPD of COARj, in quarter t. |

* if the Balancej,t is positive and greater than the Adjustmentj,t-1, the balance to be settled for COARj corresponding to quarter t, will be the result of the following expression:

Also, Adjustmentj,t will be equal to zero.:

Wherein:

|  |  |
| --- | --- |
| *Adjustmentj,t:* | Absolute value of negative balances not cleared for COARj, in quarter t. |
| Balance\_Setj,t: | Balance to be settled of the PPD of COARj, in quarter t. |

The Supervisor shall account for the unliquidated balances, positive or negative, resulting from the accumulation and discounting of the corresponding adjustments, in accordance with the considerations previously mentioned.

**PPD payment procedure**

1. Once the Certificate of Commencement of Operation corresponding to the first COAR has been signed, the CONCESSIONAIRE undertakes to make the consolidated payment of the PPD plus the corresponding IGV for the COARs that have started the Operating Period, in the Co-financing account of the Administration Trust in accordance with the provisions of Nos. 6 and 7 above, no later than the last day of each quarter. Prior to this, the CONCESSIONAIRE shall send the respective payment voucher(s) in accordance with the provisions of this procedure and the Applicable Laws and Provisions. Exceptionally, in the last quarter of the Operating Period, the GRANTOR shall make the disbursement after the approval of the Settlement Report corresponding to such quarter, at the latest, on the last day of the quarter in which such report is approved.
2. On the fifteenth (15) Day of the second month of each quarter, the Supervisor shall send to the Trustee, with copy to the CONCESSIONAIRE and GRANTOR, the Availability Payment Report, including the calculation of the value of the PPD payment and the balances to be settled of the PPD of the previous quarters, in accordance with paragraphs 1 to 11 above, and with the provisions of the model set forth in Appendix 2 of this Annex. The Supervisor shall prepare such report based on the final version of the Settlement Report approved by the GRANTOR according to the provisions of Paragraph 18 and subsequent.
3. Exceptionally, in the last quarter of the Operating Period, the Supervisor shall issue the Payment Report together with the Settlement Report, considering the term established in Paragraph 18 of this Appendix.
4. Subsequently, the CONCESSIONAIRE shall have a term of ten (10) days from the beginning of the last month of each quarter to deliver to the GRANTOR the corresponding invoice(s), with a copy to the Trustee, for the amount established in the Availability Payment Report, and in accordance with the provisions of the Payment Voucher Regulations, or the rule that modifies or substitutes it. Exceptionally, during the last quarter of the Concession Operation, the CONCESSIONAIRE has a term of ten (10) days after the approval of the GRANTOR of the Settlement Report.
5. For the purposes of the payment of the first quarter, the GRANTOR shall make the payment for the PPD\_ND and PPD\_DE without applying any balance to be settled according to Number 8 above, to the corresponding accounts of the Administration Trust, prior to the sending of the corresponding payment voucher(s), which voucher(s) shall be issued by the CONCESSIONAIRE ten (10) days after the beginning of the last month of said quarter for the aforementioned amount, in accordance with the provisions of the Payment Voucher Regulations, or the rule that modifies or substitutes it.
6. In case the GRANTOR does not comply with the payment of the PPD within the term indicated in the preceding paragraph, an effective annual interest rate in Soles shall accrue, equivalent to the nominal value of the LIBOR rate plus two percent (2%) for each Calendar Day of delay from the date on which the payment was due.

**Procedure for approval of the Settlement Report**

1. No later than the eighth day of the month after March, June, September and December, as applicable, the Supervisor shall send to the GRANTOR the Settlement Report that shall serve as the basis for the calculation and application of the balance to be settled of the PPD of the following quarters, in accordance with the model set forth in Appendix 3 of this Annex.
2. The Supervisor shall include as part of said report the calculation of the Deduction (Dedj,t) and Referential Deduction (DedRefj,t) corresponding to each COAR based on the respective minimum index (IdxMinj,t) and service index (IdxServj,t) established in Appendix 3 of Annex 13, which shall be used to calculate the balance to be settled and its respective accounting. Said report shall include the net balance to be settled (Balance Setj,t of the previous quarter in accordance with the provisions of paragraph 11 above. Exceptionally, in the last quarter of the Concession Operating Period, the calculation of the PPD settlement does not apply the limit of the Referential Deduction (DedRefj,t) and shall include the application of all pending adjustments.
3. Once the Settlement Report is received, the GRANTOR shall have a term of ten (10) days to approve it or to observe it only once, by means of a written communication sent to the Supervisor, explaining the reasons and attaching the corresponding support. The GRANTOR may issue observations only to the calculation of the PPD settlement.
4. In case the GRANTOR does not issue an opinion within such term, the Supervisor shall reaffirm the day after the expiration of the term stated in Paragraph 20 above, the request for the GRANTOR'S opinion so that it is made within a maximum term of five (05) days, which shall be counted as from the day after the Supervisor's reiteration. Once this new term has expired without any opinion from the GRANTOR, it shall be understood that the Settlement Report is approved in its entirety, which shall be sent by the Supervisor to the Trustee, with a copy to the CONCESSIONAIRE, within a maximum term of five (05) Days, in order to make the payment for the following quarter.
5. If the GRANTOR issues observations to the Settlement Report, the Supervisor shall have a single term of five (05) days to include the observations or clarifications, if any, sent by the GRANTOR. Within such term, the Supervisor shall prepare the final version of the report and shall send it to the GRANTOR, who shall have a term of five (05) days from the day after receiving the final version of the report, to verify that the observations have been removed. Once said term has elapsed, the GRANTOR shall send the final version of the report to the Trustee, with a copy to the CONCESSIONAIRE and Supervisor, for information purposes regarding the payment of the following quarter.
6. In case the CONCESSIONAIRE does not agree with the qualification of the Service Levels of the quarter, it may submit the Technical Controversy to the Dispute settlement mechanisms provided in Chapter XVI of the Concession Contract. If observations are made to the Settlement Report by the GRANTOR or the CONCESSIONAIRE and the Dispute is submitted to the corresponding Dispute settlement mechanisms, the CONCESSIONAIRE guarantees the continuity of the provision of the Mandatory Services, which shall comply with the Service Levels set forth in Annex 13 of this Contract.

## ANNEX 14: ECONOMIC-FINANCIAL REGIME

## APPENDIX 1A: INITIAL EQUIVALENT GARMENTS FOR LAUNDRY SERVICES

1. In accordance with the provisions of Paragraph 4 of Appendix 1 of Annex 14, for the purpose of establishing the initial equivalent garments per pupil per month, the following components are used as a starting point:

**Table of initial equivalent garments per student per month (*Pr\_Eq0*)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Garment** | **No. of garments per student** | **Equivalent garment** | **Washing Frequency Monthly** | **Equivalent garment month** |  |
| **Uniform garments** | Sweater | 1 | 0.50 | 2.00 | 1.00 |
| Pants / skirt | 1 | 0.60 | 4.00 | 2.40 |
| Shirt / blouse | 1 | 0.20 | 4.00 | 0.80 |
| Blazer / jacket | 1 | 0.90 | 0.50 | 0.45 |
| Sports shirt | 2 | 0.30 | 4.00 | 2.40 |
| Sweatshirt (jacket and pants) | 1 | 1.70 | 4.00 | 6.80 |
| Jacket | 1 | 1.00 | 1.00 | 1.00 |
| Smock | 1 | 0.80 | 1.00 | 0.80 |
| **Personal clothing** | T-shirt/shirt/blouse | 2 | 0.30 | 4.00 | 2.40 |
| Pants/skirt | 1 | 0.70 | 4.00 | 2.80 |
| Sweater | 1 | 0.50 | 1.00 | 0.50 |
| Jacket | 1 | 1.00 | 1.00 | 1.00 |
| **Other garments** | Sheet | 1 | 1.00 | 4.00 | 4.00 |
| Pillow cover | 1 | 0.10 | 4.00 | 0.40 |
| Bedspread Thread | 1 | 1.00 | 1.00 | 1.00 |
| Bath towel | 1 | 0.60 | 4.00 | 2.40 |
| Hand towel | 1 | 0.20 | 4.00 | 0.80 |
| Blanket | 1 | 3.60 | 1.00 | 3.60 |
|  | | | | | **34.55** |

(\*) The value of an equivalent garment (1) corresponds to 0.631 Kilograms.

Considering the provisions of Paragraph 4 of Appendix 1 of Annex 14, the GRANTOR may adjust annually downward the initial values established for the laundry service (Pr\_Eq0), according to the procedure established in Appendix 3 of Annex 12.

## ANNEX 14: ECONOMIC-FINANCIAL REGIME

## APPENDIX 2: MODEL OF AVAILABILITY PAYMENT REPORT

**AVAILABILITY PAYMENT REPORT FOR QUARTER No. t-20XX**

*(Minimum Content)*

**REFERENCES**

*(List of documents approved by the parties and used as a basis for this report).*

**BACKGROUND**

*(General Description of the ToR of the Supervision Contract).*

**PPD PAYMENT FOR QUARTER No. t**

This section obtains as a result the Availability Payment for the current quarter using as input the balance to be settled from the previous quarter (), obtained from the Settlement Report for Quarter No. t-1-20XX[[25]](#footnote-25).

*Availability Payment Regime for Quarter No. t*

Detail of

The values set forth in the Concession Contract are as follows:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| %PPD1 | 58% | |  | f1 | 0.18 | |
| %PPD2 | 42% | |  | f2 | 0.28 | |
|  | 80 | |  | f3 | 0.27 | |
|  |  | f4 | | | | 0.27 | |

According to the Economic Bid and the Concession Contract in Soles (S/):

|  |  |
| --- | --- |
|  | … |
|  | … |

*With respect to the PPD\_ND*

**PPD\_ND Amounts in Soles (S/)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |

*With respect to the PPD\_DE*

1. Adjustment to PPD2 component in Soles (S/)

|  |  |  |
| --- | --- | --- |
| Item | IPC | Source |
| Closing Date (IPC\_0) |  |  |
| Calendar year i (IPC\_i) |  |  |

|  |  |
| --- | --- |
| **Item** | **Value** |
| Equivalent initial rations () | 259,200 |
| Equivalent servings adjusted to year i by COAR () |  |
| Equivalent initial garments () | 10,365 |
| Equivalent garments adjusted to year i by COAR () |  |
| ki = |  |

|  |  |
| --- | --- |
|  | … |

1. Maximum Availability Payment subject to Deductions () in Soles (S/)

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |

1. Referential Deduction () in Soles (S/)

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |

1. Balance to be liquidated of the PPD corresponding to the settlement of the previous quarter (*Balance\_Setj,t-1*) in Soles (S/)

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t-1** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |

1. PPD\_DE of quarter No. t of year XXXX in Soles (S/)

It should be noted that for the purpose of calculating the PPD\_DE, the following is considered in the calculation only if positive.

**PPD\_ND Amounts in Soles (S/)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*Summary of PPD in quarter No. t of year XXXX in Soles (S/)*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** | **TOTAL** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| IGV |  |  |  |  |
| **TOTAL** |  |  |  |  |

*Summary of PPD in quarter No. t of year XXXX in Soles (S/) broken down in PPD1 and PPD2*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** | **TOTAL** |
| **(A+B)** |  |  |  |  |
| (A) |  |  |  |  |
| (B) |  |  |  |  |
| **(C+D)** |  |  |  |  |
| (C) |  |  |  |  |
| (D) |  |  |  |  |
| **IGV PPD1 (%IGV \* (A+B))** |  |  |  |  |
| **IGV PPD2 (%IGV \* (C+D))** |  |  |  |  |
| **TOTAL** |  |  |  |  |

\* The above breakdown is performed in case the GRANTOR requests to issue two independent invoices for PPD1 and PDD2, in the first 40 quarters of operation of each COARj.

**Wherein:  
*(A)***  *during the first 40 quarters of COARj operation. From the 41st quarter of COAR operation onwardsj, PPD1\_NDj,t = 0.*

***(B)***  *during the first 40 quarters of COARj operation. From the 41st quarter of COAR operation onwardsj, PPD1\_DEj,t = 0.*

***(C)***

***(D)***  *during the first 40 quarters of COARj operation. From the 41st quarter of COAR operation onwardsj, PPD2\_DEj,t = PPD\_DEj,t.*

\*\* PPD1 refers to Clause 8.24 (a) of the Contract and PPD2i corresponds to the application of Paragraph 2 of Appendix 1 of Annex 14.

For purposes of registration and budget management, the GRANTOR shall register PPD1 as capital expenditure and PPD2 as current expenditure.

## ANNEX 14: ECONOMIC-FINANCIAL REGIME

## APPENDIX 3: MODEL OF SETTLEMENT REPORT

**SETTLEMENT REPORT FOR QUARTER No. t-20XX**

*(Minimum Content)*

**REFERENCES**

*(List of documents approved by the parties and used as a basis for this report).*

**BACKGROUND**

*(General Description of the ToR of the Supervision Contract).*

**PPD SETTLEMENT FOR QUARTER No. t**

This section obtains as a result the balance to be settled for the current quarter (), which will be used to calculate the Availability Payment for the following quarter.

*Referential Deduction () in Soles (S/)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |

*Deduction () in Soles (S/)*

IdxServj,t is obtained from the measurement of service levels by the Supervisor of COAR j in quarter t.

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*Positive and negative balances for quarter "t" in Soles (S/)*

1. If >, a positive balance is generated.

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. If <, a negative balance is generated.

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*Posting of balances by COAR*

For j=1

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | **Quarter (t)** |  |  |  |  |  |
| XXXX | 1 |  |  |  |  |  |
| ... | ... |  | ... | ... | ... | ... |
| XXXX | t |  |  |  |  |  |

For j=2

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | **Quarter (t)** |  |  |  |  |  |
| XXXX | 1 |  |  |  |  |  |
| ... | ... |  | ... | ... | ... | ... |
| XXXX | t |  |  |  |  |  |

For j=3

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | **Quarter (t)** |  |  |  |  |  |
| XXXX | 1 |  |  |  |  |  |
| ... | ... |  | ... | ... | ... | ... |
| XXXX | t |  |  |  |  |  |

*Summary of the Balance to be Settled for quarter No. t of year XXXX in Soles (S/)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
|  |  |  |  |

*Service Index (IdxServj,t)*

*Service Index for COARj, in quarter t*

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter t** | **j=1** | **j=2** | **j=3** |
| *IdxServj,t* |  |  |  |

## ANNEX 14: ECONOMIC AND FINANCIAL REGIME

## APPENDIX 4: GUIDELINES APPLICABLE TO THE ADMINISTRATIVE TRUST CONTRACT

The Administrative Trust shall be entered into in accordance with the Applicable Laws and Provisions, under the following basic terms and conditions:

* + - 1. **Purpose of the Administrative Trust**

The Administration Trust is constituted for the administration of the resources derived from the payment obligations within the framework of the Concession. The main source of resources that will feed the Administration Trust will correspond to the Availability Payments (PPD) made by the GRANTOR in favor of the CONCESSIONAIRE, whose resources will come from the Co-financing.

The GRANTOR is obliged to register in its budget items, annually, the amount corresponding to the Co-financing. In case of a delay in the payments, an effective annual interest rate in Soles, equivalent to the nominal value of the LIBOR rate plus two percent (2%) for each Calendar Day of delay, shall be accrued for late payment.

**2. Trustors**

The GRANTOR will be the trustors, mainly by virtue of the rights to collect penalties, and the CONCESSIONAIRE, by virtue of the amounts to be paid by the GRANTOR in its favor as a consequence of the Concession, which will include the amounts deposited by the GRANTOR corresponding to the Co-financing, among others. In no case it will be possible to modify the Administration Trust contract, without the approval of the settlors.

The GRANTOR has the power to issue instructions to the Trustee, in order to manage the resources of the Administration Trust, according to the payment forecasts that integrate the different accounts of the Administration Trust. Likewise, the Trustee shall consider the payment instructions set forth in Annex 14 of the Concession Contract.

**3. Trustee**

It shall be the entity designated by the CONCESSIONAIRE, prior approval of the GRANTOR.

**4. Trustees**

The CONCESSIONAIRE or the GRANTOR, as the case may be, shall be as follows.

**5. Trust assets**

It shall be constituted by the amount corresponding to the payments to be made by the GRANTOR in favor of the CONCESSIONAIRE by virtue of the Concession Contract, which shall include the disbursements for the Co-financing, as well as the amounts coming from the collection of penalties, payments to the supervisors or the interests generated by each one of the accounts, among others.

The Trustee shall request the opening of different bank accounts to receive and maintain the monetary contributions made to the Administrative Trust, so that at all times it is possible to distinguish the origin of the resources transferred by each of the trustors, and shall administer the same in accordance with the terms of the Administrative Trust Contract.

**6. Administrative Trust Accounts**

The Administrative Trust shall have at least five (5) independent accounts and three (3) sub-accounts, as follows:

1. **Co-financing Account:** The purpose of this account is to collect the PPD payments by the GRANTOR, having as source the Co-financing deposits in accordance with the provisions of the Concession Contract and the Applicable Laws and Provisions.

From this account, the Trustee shall timely distribute the necessary resources to the Subaccount PPD\_ND, the PPD\_DE Subaccount and the IGV Subaccount.

The priority for the distribution of the resources of the Co-financing Account shall be as follows: (i) the commitments of the PPD\_ND Subaccount; (ii) the commitments of the PPD\_DE Subaccount; (iii) the IGV Subaccount and, if applicable, (iv) other accounts used in the Administration Trust.

In case the term of the Administration Trust expires, and if there is a remaining balance at the end of the Concession in the Co-financing Account, the resources shall be transferred in favor of the GRANTOR.

a.1. PPD Non Deductible Subaccount (PPD\_ND): Subaccount of the Administration Trust in which the Trustee will deposit the resources that will be used for the payment of the PPD\_ND corresponding to PPD1, as specified in Annex 14 of the Concession Contract.

The payments of the PPD\_ND, shall be made according to the provisions of Annex 14 of the Concession Contract, in forty (40) quarterly installments for each COAR.

The GRANTOR shall instruct the Trustee to transfer the necessary flows to make the payments of the PPD\_ND, derived from the Start of Operation of the COARs.

In accordance with the previous paragraph, together with the Certificate of Commencement of Operation of each COAR, the Trustee shall send a written communication to the GRANTOR and the CONCESSIONAIRE detailing the value of the forty (40) quarterly installments of the PPD\_ND, corresponding to PPD1, as established in the Concession Contract.

a.2. PPD\_DE Subaccount: Subaccount of the Administration Trust in which the Trustee shall deposit the resources that will be used for the payment of the PPD\_DE on a quarterly basis, taking into consideration the approval procedure of the Availability Payment Report, according to Appendix 1 of Annex 14 of the Concession Contract.

a.3. IGV Subaccount: Subaccount of the Administration Trust in which the Trustee shall deposit the necessary resources of the IGV applicable to the PPD.

1. **Supervision Account:** Administration Trust Account in which the CONCESSIONAIRE shall deposit the resources to be used for the payment of the Supervisor, including the IGV, in accordance with Chapter XIII of the Concession Contract. As of the beginning of the Operating Period, the non-deductible component of the PPD2 shall be transferred to this account, as established in Paragraph 7 of Appendix 1 of Annex 14, in order to transfer the necessary flows for the payment of the Supervisor.

The GRANTOR shall instruct the Trustee to make the corresponding payment to the Supervisor, in accordance with the provisions of the supervision contract.

1. **Collateral Account:** Administration Trust account in which the proceeds from the partial or total execution of the Contract Performance Bonds, if any, will be deposited.
2. **Penalty Account:** Administration Trust Account in which the resources from the application of penalties as provided in the Concession Contract will be deposited.
3. **Insurance Account:** Account of the Administration Trust in which the resources coming from the application of the insurances shall be deposited.

In case there are surpluses in the Supervision Account after the payment to the Supervisor or available resources in the Penalties Account, these shall be transferred, at the GRANTOR's request, to the Co-financing Account for the payment of the corresponding PPD.

**7. Release of the Trustee from liability**

In no event shall the Trustee be liable to the Settlor and the Trustee for the lack of available resources in each of the accounts of the Administrative Trust.

**8. Additional instructions**

In case of the occurrence of any event that prevents the correct fulfillment of the instructions already established in the Administration Trust contract, the GRANTOR shall be authorized to issue to the Trustee the additional instructions necessary for the correct fulfillment of the obligations foreseen.

**9. Termination of the Administrative Trust**

The Administrative Trust shall terminate two (2) years after the date of expiration of the Concession term; as well as, for those other causes usually provided for in similar trust Contracts in Peru and in the Peruvian Banking Law or regulation that modifies or substitutes it.

In case of default in the payment of the PPD by the GRANTOR, the CONCESSIONAIRE may terminate the Concession Contract in advance if such default lasts for more than sixty (60) consecutive Calendar Days.

In the event of the early termination of the Concession Contract, the Administrative Trust shall remain in force for a term of six (6) months after the last payment of the PPD1 as set forth in the subparagraph b) of the Clause 15.13.4.

**10. Resignation of Trustee**

In the event of resignation of the Trustee, the rules of the Peruvian Banking Law or any rule that may modify or replace it shall apply.

**11. Trustee Fees**

The fees of the Trustee shall be borne by the CONCESSIONAIRE.

**12. Applicable Laws and Provisions**

The regulatory framework applicable to the Administrative Trust shall be the Peruvian.

**13. Term of incorporation of the Administrative Trust**

The GRANTOR shall issue its opinion regarding the draft Administrative Trust Contract submitted by the CONCESSIONAIRE on the Closing Date, prior opinion of the Supervisor, within a maximum term of thirty (30) Calendar Days.

In the event that the GRANTOR makes observations, the CONCESSIONAIRE shall remedy them within a term no longer than fifteen (15) Calendar Days after receiving the notice of observations, and shall send the remedies to the GRANTOR with a copy to the Supervisor. In this case, the GRANTOR will have a maximum term of fifteen (15) Calendar Days for its opinion.

Once the terms referred to in the preceding paragraphs have elapsed, as the case may be, the draft Administrative Trust Contract shall be submitted for the opinion of the Ministry of Economy and Finance, pursuant to the provisions of Article 54 of Legislative Decree No. 1362. With the favorable opinion of the Ministry of Economy and Finance, the parties shall proceed with the corresponding execution of the trust Contract.

Subsequently, the CONCESSIONAIRE shall submit to the GRANTOR the Administrative Trust Contract signed by its duly accredited representatives for the corresponding signing by the GRANTOR. The CONCESSIONAIRE shall take the necessary steps for the notarial legalization and registration of the contract in the Public Registries.

The Administration Trust must be constituted at the latest on the date of accreditation of the Financial Closing.

The Administrative Trust Contract may allow the inclusion of those stipulations required by the Permitted Creditors as long as they do not contradict the guidelines set forth in this Annex and in the Concession Contract.

**14. Registration and communications**

The Administrative Trust Contract may contain a registry of the holders of collection rights in accordance with the procedure and form to be established in the Administrative Trust Contract.

# ANNEX 15: TABLE OF PENALTIES

| **Clause** | | **Amount** | | **Penalty description** | | **Application Criteria** |
| --- | --- | --- | --- | --- | --- | --- |
| **Chapter III of the Contract: Events as of the Closing Date** | | | | | | |
| 3.3.b | 5 UIT | | | Failure to evidence the minimum fully subscribed and paid-in capital stock prior to the date of accreditation of the Financial Closing and/or failure to submit the necessary documents for the integration of the capital stock. | | Each Calendar Day |
| 3.3.b | 1 UIT | | | Failure to maintain the minimum subscribed and paid-in capital stock in accordance with the conditions set forth in the Clause. | | Each Calendar Day |
| 3.3.c | 0.5 UIT | | | Not to contain the minimum provisions in the bylaws during the term of the Contract. | | Each time |
| 3.3.c | 1 UIT | | | Failure to comply with the procedures and/or terms provided in this Clause during the term of the Contract. | | Each Calendar Day |
| **Chapter IV of the Contract: Term of the Concession** | | | | | |  |
| 4.19.c | 2 UIT | | | The CONCESSIONAIRE does not reinitiate the fulfillment of its obligations after overcoming the grounds of suspension. | | Each Calendar Day |
| **Chapter V of the Contract: Property Regime** | | | | | | |
| 5.2 | | 10 UIT | | To give the Concession Assets a use other than that intended in the execution of the Contract, transfer them separately, mortgage them, pledge them and/or affect them through guarantees. Except for the creation of guarantees in favor of the Permitted Creditors. | | Each time |
| 5.4 | | 0.8 UIT | | Failure to register the Concession Assets subject to registration in the Concession Registry of the National Superintendence of Public Registries (SUNARP) within the maximum term indicated in the Clause for causes attributable to the CONCESSIONAIRE. | | Each Calendar Day |
| 5.9 | | 0.8 UIT | | Not to provide the Supervisor with the reports on the execution of the replacements of the Affected Assets to the Concession within the term foreseen in the Clause. | | Each Calendar Day |
| 5.9 | | 0.8 UIT | | Not to provide to the GRANTOR the list of replaced or replaced Assets for the respective donation management within the term foreseen. | | Each Calendar Day |
| 5.10 | | 3 UIT | | To move the Affected Assets to the Concession out of the Concession Area without the authorization of the GRANTOR. | | Each time |
| 5.13 y 5.37 | | 3 UIT | | Not to exercise the possessory interests of the Concession Assets and/or the Affected Assets to the Concession. | | Each time |
| 5.14 and 5.37 | | 5 UIT | | Not to communicate to the GRANTOR, when the CONCESSIONAIRE notices the imposition of charges and/or encumbrances of third parties on the Concession Assets and the Affected Assets to the Concession. | | Each time |
| 5.18 | | 8 UIT | | Not to grant the access facilities required by the GRANTOR to complete the legal physical cleanup activities. | | Each time |
| 5.21 | | 8 UIT | | Not to hold harmless the GRANTOR with respect to and against any action or exception of legal, administrative, arbitration or contractual nature or claim of any nature with respect to the Concession Assets or Affected Assets to the Concession in accordance with the provisions of the Clause. | | Each time |
| 5.23 | | 3 UIT | | Not to comply with the payment of the taxes, rates and contributions that correspond to it in relation to the Concession Assets and the Affected Assets to the Concession. | | Each time |
| 5.26 | | 0.8 UIT | | Failure to submit the annual inventory within the terms set forth in the Clause. | | Each Calendar Day |
| 5.27 | | 0.8 UIT | | Not to submit the correction of the observations to the inventories within the maximum term set forth in the Clause. | | Each Calendar Day |
| 5.28 | | 1 UIT | | Not to present the inventories in the terms foreseen in the Clause. | | Each time |
| 5.31 | | 1 UIT | | Not to carry out the steps for the registration of the corresponding easements within the term foreseen. | | Each time |
| 5.37 | | 3.2 UIT | | Not to exercise the modalities of possessory interests both in the case of attempted usurpation of the area committed in the Concession Areas, as well as in the case of activities incompatible with the proper use of such areas by third parties. | | Each time |
| 5.37 | | 1 UIT | | Failure to communicate, within the term provided in the Clause, attempts of usurpation or other activities incompatible with the proper use of the Concession Areas. | | Each Calendar Day |
| 5.38 | | 5 UIT | | In the case of Termination of the Contract, not to comply with delivering to the GRANTOR, in the term foreseen in the Clause, all the Concession Assets and/or Affected Assets to the Concession according to what is foreseen in the Contract. | | Each Calendar Day |
| 5.26, 5.38, 5.43, 15.8 | | 1 UIT | | Not to present the final inventory in the terms foreseen in the Clause. | | Each Calendar Day |
| 5.38 | | 5 UIT | | Not to deliver to the GRANTOR the Concession Assets and the Affected Assets to the Concession in good state of conservation, according to their useful life and except for the deterioration resulting from their ordinary use, free of occupants and in conditions of use and exploitation, as applicable, within the term foreseen. | | Each Calendar Day |
| 5.40 | | 1 UIT | | The CONCESSIONAIRE does not subscribe the Certificate of reversion of assets. | | Each time |
| **Section VI of the Contract: Design and Execution of Works** | | | | | | |
| 6.2. | | 2 UIT | | Failure to prepare the Definitive Engineering Studies independently for each COAR. | | Each time |
| 6.4 | | 2 UIT | | Failure to submit the Work Plan within the established deadline. | | Each Calendar Day |
| 6.6 | 2 UIT | | | Failure to submit the corresponding EDI within the maximum terms established in the Contract. | | Each Calendar Day |
| 6.7 | 1 UIT | | | Failure to obtain the necessary licenses, permits or authorizations for the execution of the Works within the maximum term foreseen. | | Each Calendar Day |
| 6.9 | 2 UIT | | | Failure to remedy the observations of the EDI within the term foreseen in the Clause. | | Each Calendar Day |
| 6.11 | 2 UIT | | | Failure to remedy the observations of the EDI within the term foreseen in the Clause. | | Each Calendar Day |
| 6.16 | 1 UIT | | | Failure to pay the expert's fees within the time limit. | | Each Calendar Day |
| 6.19 and 6.20 | 2 UIT | | | Failure to correct the observations of the EDI within the term and/or in the terms foreseen in the expert's report. | | Each Calendar Day |
| 6.22 | 1 UIT | | | To request the incorporation of modifications to the Definitive Engineering Study(s) for reasons not foreseen in the Clause. | | Each time |
| 6.24 | 1 UIT | | | Not to include in the Work log the minimum information foreseen. | | Each time |
| 6.25 | 1 UIT | | | Not to give access to the GRANTOR and the Supervisor to the Work log in the terms foreseen in the Clause. | | Each time |
| 6.25 | 0.8 UIT | | | Not to send to the GRANTOR and the Supervisor, together with the Work Progress Report, a copy of the sheets with the annotations registered in the Works Notebooks. | | Each time |
| 6.26 | 1 UIT | | | Not to open, maintain, update daily and keep custody of the Work Logbooks in the foreseen terms. | | Each time |
| 6.27 | 1 UIT | | | Failure to include the minimum information foreseen in the Schedule for Execution of Works and Equipment . | | Each time |
| 6.28 | 1 UIT | | | Failure to submit the Schedule for Execution of Works and Equipment within the maximum term established in the Contract. | | Each time |
| 6.28 | 0.8 UIT | | | Failure to submit the Schedule for Execution of Works and Equipment in the manner indicated in the Clause. | | Each time |
| 6.29 | 2 UIT | | | Failure to accredit the preconditions for the commencement of the execution of the Works and implementation of the equipment and furniture within the foreseen term. | | Each Calendar Day |
| 6.30 | 1 UIT | | | The CONCESSIONAIRE does not comply with subscribing the Certificate of Commencement of Construction. | | Each time |
| 6.31 | 1 UIT | | | Failure to include in the construction contracts the terms and conditions established in the Concession Contract for the contracting of the constructor. | | Each time |
| 6.31 | 1 UIT | | | Failure to send to the GRANTOR the modifications to the construction contracts. | | Each time |
| 6.32 | 22 UIT | | | Failure to execute the Works as foreseen in the corresponding Definitive Engineering Studies. | | Each time |
| 6.32 | 3 UIT | | | Failure to comply with the safety standards according to the Applicable Laws and Provisions. | | Each time |
| 6.33 and 6.34 | 2 UIT | | | Failure to execute the Works and implementation of equipment and furniture within the foreseen term. | | Each Calendar Day |
| 6.35 | 1 UIT | | | The CONCESSIONAIRE does not carry out the release of interferences and charges of the Concession Areas. | | Each time |
| 6.36 | 0.8 UIT | | | Failure to deliver to the GRANTOR and the Supervisor, the Work Progress Report. | | Each time |
| 6.38 | 1 UIT | | | The Work Progress Reports do not include the minimum foreseen in the Contract. | | Each time |
| 6.40 | 1 UIT | | | Not to submit to the Supervisor or to the GRANTOR the special reports that are requested. | | Each Calendar Day |
| 6.41 | 1 UIT | | | Not to request the reception of the Works and implementation of equipment and furniture in the term and/or terms indicated in the Contract. | | Each Calendar Day by each COAR |
| 6.44 | 2 UIT | | | Delay in the correction of observations to the Works and implementation of equipment and furniture within the maximum term established in the Contract. | | Each Calendar Day |
| 6.45 | 3 UIT | | | The CONCESSIONAIRE does not remedy non-substantial observations within the established term. | | Each Calendar Day |
| 6.53 | 2 UIT | | | The CONCESSIONAIRE does not provide the Supervisor with the respective access facilities to the COAR facilities for the verification of the tests. | | Each time |
| 6.53 | 2 UIT | | | The CONCESSIONAIRE does not remedy the recommendations or observations issued by the Supervisor within the term granted. | | Each Calendar Day |
| 6.56 | 1 UIT | | | The CONCESSIONAIRE does not initiate the management for the issuance of the Certificate of Commissioning within the established term. | | Each Calendar Day |
| 6.57 | 2 UIT | | | Failure to remedy the observations for the issuance of the Certificate of Commissioning within the established term. | | Each Calendar Day |
| **Chapter VII of the Contract: Operation and Maintenance** | | | | | | |
| 7.5 | 2 UIT | | | Not to present the Manuals of Operation of the Services in the foreseen term. | | Each Calendar Day |
| 7.6 y 7.9 | 2 UIT | | | Not to comply with the correction or clarification of the observations and/or recommendations of the GRANTOR in the foreseen term. | | Each Calendar Day |
| 7.10 | 0.8 UIT | | | Failure to submit the Service Operation Manuals updated annually and/or the sections subject to update. | | Each Calendar Day |
| 7.11 | 1 UIT | | | The CONCESSIONAIRE does not subscribe the Certificate of Commencement of Operation within a maximum of five (05) Calendar Days from the Day after the issuance of the Certificate of Commissioning . | | Each Calendar Day |
| 7.12 | 2 UIT | | | Failure to commence operations after issuance of the Certificate of Commencement of Operation for reasons attributable to the CONCESSIONAIRE. | | Each Calendar Day |
| 7.16 | 1 UIT | | | Not to inform the Supervisor and the GRANTOR, annually and according to the required periodicity and formats, about the maintenance works performed. | | Each Calendar Day |
| 7.16 | 2 UIT | | | Failure of the CONCESSIONAIRE or the subcontracting company to have the corresponding permits, authorizations and licenses for the provision of the maintenance service. | | Each time |
| 7.20 | 2 UIT | | | Failure of the CONCESSIONAIRE or the subcontracting company to have the corresponding permits, authorizations and licenses for the provision of the Integral Cleaning service, waste management and pest control. | | Each time |
| 7.21 | 0.8 UIT | | | Not to inform the Supervisor and the GRANTOR, annually and according to the required periodicity and formats, about the integral cleaning service, waste management and pest control. | | Each Calendar Day |
| 7.25 | 1 UIT | | | Not having the CONCESSIONAIRE or the company that subcontracts with the permits, authorizations and licenses that correspond to the provision of the laundry service. | | Each time |
| 7.26 | 0.8 UIT | | | Not to inform the Supervisor and the GRANTOR, annually and according to the required periodicity and formats, about the laundry service. | | Each Calendar Day |
| 7.30 | 2 UIT | | | Not having the CONCESSIONAIRE or the company that subcontracts with the permits, authorizations and licenses that correspond to the provision of the private surveillance and security service. | | Each time |
| 7.31 | 0.8 UIT | | | Not to inform the Supervisor and the GRANTOR, annually and according to the required periodicity and formats about the private surveillance and security service. | | Each Calendar Day |
| 7.36 | 2 UIT | | | Not having the CONCESSIONAIRE or the company that subcontracts with the permits, authorizations and licenses that correspond to the provision of the food service. | | Each time |
| 7.37 | 0.8 UIT | | | Not to inform the Supervisor and the GRANTOR, annually and according to the required periodicity and formats, about the food service. | | Each Calendar Day |
| 7.38 and 7.39  7.2 of Appendix 6 to Annex 12 | 29 UIT | | | Manipulate or alter the information of the CCO's database. | | Each time |
| 7.40 | 2 UIT | | | Not having the CONCESSIONAIRE or the company that subcontracts with the permits, authorizations and licenses that correspond to the provision of the administration of the Mandatory Services. | | Each time |
| 7.40 | 0.8 UIT | | | Not to inform the Supervisor and the GRANTOR, annually and according to the required periodicity and formats, about the administration of the Mandatory Services. | | Each Calendar Day |
| **Chapter VIII of the Contract: Economic and Financial Regime** | | | | | | |
| 8.14, 8.20 | 40 UIT | | Failure to provide proof of Financial Closing within the established term. | | Each Calendar Day | |
| 8.15, 8.20 | 40 UIT | | Failure to provide proof of Financial Closing within the extended deadline. | | Each Calendar Day | |
| **Chapter IX of the Contract: Guarantees** | | | | | | |
| 9.2, 9.6, 9.8 | | 2 UIT | | Failure to submit, renew and/or maintain in force the Performance Bond for Works and Equipment according to the Contract, within the term and/or under the specifications foreseen. | | Each Calendar Day |
| 9.2, 9.6, 9.8 | | 2 UIT | | Failure to submit, renew and/or maintain in force the Performance Bond for Operation, within the term and/or under the specifications foreseen. | | Each Calendar Day |
| 9.9 | | 2 UIT | | Failure to return the established amount of the Performance Bond for Works and Equipment and/or the Performance Bond within the established term. | | Each Calendar Day |
| **Chapter X of the Contract: Insurance Regime** | | | | | | |
| 10.1 | | 2 UIT | | Not to include the GRANTOR or whoever it designates as additional insured in the contracted policies. | | Each time |
| 10.3 | | 2 UIT | | Not to contract the insurance policies with insurance and reinsurance companies with rating A or higher. | | Each time |
| 10.4 | | 0.8 UIT | | Not to send to the GRANTOR a copy of the insurance contracts signed in the foreseen terms. | | Each Calendar Day |
| 10.7 | | 1 UIT | | Not to contract the relation of minimum coverages established. | | Each time |
| 10.8, 10.9, 10.10 and 10.11 | | 3.2 UIT | | Not to maintain in force the insurance policies during the foreseen periods. | | Each time |
| 10.8, 10.9, 10.10 and 10.11 | | 2 UIT | | Failure to comply with the insurance contracting conditions. | | Each time |
| 10.14 | | 1 UIT | | Failure to comply with the request for favorable opinion of the policy proposals within the terms set forth in the Clause. | | Each Calendar Day |
| 10.14 | | 1 UIT | | Not to present the corrections to the observations, of the request of proposed policies, in the foreseen term. | | Each Calendar Day |
| 10.15 | | 1 UIT | | Failure to hire the specialized company for the preparation of the risk analysis report. | | Each Calendar Day |
| 10.16 | | 1 UIT | | Failure to submit the copies of the contracted policies within the maximum term foreseen. | | Each Calendar Day |
| 10.17 | | 2 UIT | | Not to include in the contracted policies the stipulation that obliges the insurance company to notify the GRANTOR, with copy to the Supervisor, any non-compliance by the CONCESSIONAIRE in the payment of premiums, according to what is stated in the Clause. | | Each time |
| 10.17 | | 1 UIT | | Failure to submit to the GRANTOR, with copy to the Supervisor, the list of the insurance policies with upcoming maturity in accordance with the provisions of the Clause. | | Each Calendar Day |
| 10.20 | | 1 UIT | | Not to present the information required in the Clause in the foreseen term. | | Each Calendar Day |
| 10.20 | | 1 UIT | | Failure to submit the information required in the Clause. | | Each time |
| 10.21 | | 1 UIT | | Not to present, at the GRANTOR's and/or Supervisor's request, reliable proof that the insurance policies are still up to date in their payments. | | Each Calendar Day |
| 10.23 | | 0.5% of the respective premium amount | | Not to be responsible for the events not covered in the terms foreseen in the Clause. | | Each time |
| 10.24 | | 1 UIT | | The CONCESSIONAIRE does not reimburse to the GRANTOR the respective premiums within the term foreseen in the Clause. | | Each Calendar Day |
| 10.26 | | 0.5% of the respective premium amount | | Failure to pay the sums due in case of loss. | | Each time |
| **Chapter XI of the Contract: Socio-Environmental Considerations** | | | | | | |
| 11.2 | 2 UIT | | | Failure to comply with the Environmental Management Instrument approved by the Competent Environmental Authority. | | Each time |
| 11.5 | 0.6 UIT | | | Failure to notify the Competent Environmental Authority of the change in ownership of the Project's Environmental Certification as of the Closing Date. | | Each Calendar Day |
| 11.14 | 0.6 UIT | | | Failure to comply with obtaining the documentation and/or enabling titles required by the Cultural Heritage Protection Regulations. | | Every time |
| 11.16 | 0.6 UIT | | | Failure to submit the socio-environmental reports on time. | | Each Calendar Day |
| 11.16, 11.17 | 0.6 UIT | | | Failure to submit the information required in the socio-environmental reports. | | Each Calendar Day |
| **Chapter XII of the Contract: Relationships with Third Parties and Staff** | | | | | | |
| 12.6 | 10 UIT | | | Assign its contractual position without authorization of the GRANTOR within the term foreseen in the Contract. | | Each time |
| 12.7 | 1 UIT | | | Not to present all the information indicated in Clause 12.7. | | Each time |
| 12.9 | 1 UIT | | | Not to include in the contracts subscribed with third parties the required clauses. | | Each time |
| 12.9 | 1 UIT | | | Not to submit to the GRANTOR in the term foreseen, copies of the contracts referred in the present Clause. | | Each time |
| 12.14 | 2 UIT | | | Not to comply with its labor obligations, generating the payment order to the GRANTOR on any labor credit in favor of one or more workers of the CONCESSIONAIRE. | | Each time |
| **Chapter XIII of the Contract: Control and Supervision** | | | | | | |
| 13.4 | 1 UIT | | | Not to make the payments to the Supervisor in the corresponding terms, or, not to deposit the resources that will serve for the payment of the Supervision in the account of the Administration Trust in the established term. | | Each Calendar Day |
| 13.7, 13.8 | 1 UIT | | | Not to provide the necessary facilities to the Supervisor and/or GRANTOR so that they fulfill their supervision functions as indicated in Clause 13.8 of the Contract. | | Each time |
| **Chapter XIV of the Contract: Force Majeure or Act of God** | | | | | | |
| 14.3 | 40 UIT | | | The CONCESSIONAIRE asserted as grounds for force majeure or act of God the events set forth in the Clause. | | Each time |
| 14.7 | 2 UIT | | | Failure to report an event of force majeure or act of God within the foreseen term. | | Each Calendar Day |
| 14.7 | 2 UIT | | | Failure to include the information indicated in the Clause. | | Each time |
| **Annex 1: Definitions** | | | | | | |
| Paragraph 1 (c) | 4 UIT | | | Failure to deliver, accredit or present the corresponding information and/or requirements within the established term. | | Each Calendar Day |
| Notes:  1. The application criterion "Each Calendar Day" will be considered to account for the delay in the fulfillment of obligations in accordance with the definition of "Calendar Days" provided in Annex 1. The accounting will be given until the non-compliance is cured.  2. The "Each Time" application criterion will be considered for each time the Supervisor has verified the non-compliance. | | | | | | |

## ANNEX 16: SOCIO-ENVIRONMENTAL CONSIDERATIONS

## APPENDIX 1: CHANGE OF OWNERSHIP OF ENVIRONMENTAL CERTIFICATION

In order to manage the change of ownership of the Environmental Certification obtained for the Project in favor of the GRANTOR, the following documentation must be submitted to the Competent Governmental Authority, at least:

1. The documentation required by the Applicable Laws and Provisions, as well as the Regulations established by the Competent Governmental Authority.
2. Supporting documentation for the change of ownership.:
   * 1. Certificate of Award of the Project
     2. Certified Copy of incorporation of the CONCESSIONAIRE
     3. Certificate of Closing or Signing of the Contract
3. Grounds for the consent of the Parties:
   * 1. Report of the holder of the Environmental Certification:
        1. Mention to the content of the EVAP on the anticipated consent.
        2. Mention to the Project Categorization or Environmental Certification Resolution.
     2. Report of the CONCESSIONAIRE:
        1. Affidavit in which the CONCESSIONAIRE accepts to assume the Ownership of the environmental instrument(s) previously managed.

## ANNEX 16: SOCIO-ENVIRONMENTAL CONSIDERATIONS

## APPENDIX 2: ENVIRONMENTAL IMPACT STATEMENT (DIA)

# ANNEX 17: TECHNICAL PROPOSAL

# ANNEX 18: FINANCIAL OFFER

# ANNEX 19: CERTIFIED COPY OF THE PUBLIC DEED OF INCORPORATION AND BYLAWS OF THE CONCESSIONAIRE

# ANNEX 20: DEFINITIVE ENGINEERING STUDY

# ANNEX 21: FINAL INVENTORY

1. Amended by Regional Council Agreement No. 029-2016-G.R.P/CR. [↑](#footnote-ref-1)
2. Amended by Regional Council Agreement No. 063-2016-GOB.REG.-HCVA/CR. [↑](#footnote-ref-2)
3. Hereinafter referred to as "the Contract". [↑](#footnote-ref-3)
4. The guarantees granted are in accordance with the definition of "Permitted Guarantees" set forth in the Contract executed between GRANTOR and [*Name of CONCESSIONAIRE*], as per Annex 2. [↑](#footnote-ref-4)
5. Concession Contract for the "Design, Financing, Construction and Implementation of Educational Infrastructure and Operation of Mandatory Services for High-Performance Schools in the Regions of Pasco, Huancavelica and Cusco” [↑](#footnote-ref-5)
6. The Security Study is a study to analyze those factors that affect or favor the security of a facility, including the recognition of risks and vulnerabilities. [↑](#footnote-ref-6)
7. It may be another renewable energy prior to support. [↑](#footnote-ref-7)
8. Includes all mechanical and electromechanical components of the building, sports equipment and technological equipment. [↑](#footnote-ref-8)
9. Includes all mechanical and electromechanical components of the building, sports equipment and technological equipment. [↑](#footnote-ref-9)
10. Detailed in architecture, security signage, safety signage. [↑](#footnote-ref-10)
11. Includes all mechanical and electromechanical components of the building, sports equipment and technological equipment. [↑](#footnote-ref-11)
12. Includes all mechanical and electromechanical components of the building, sports equipment and technological equipment. [↑](#footnote-ref-12)
13. Includes all mechanical and electromechanical components of the building, sports equipment and technological equipment. [↑](#footnote-ref-13)
14. For more details on the categories of incidents that may occur, see the Annex to this technical specification. [↑](#footnote-ref-14)
15. It is the condition of the asset or educational infrastructure in relation to its origin. [↑](#footnote-ref-15)
16. General description for an automatic irrigation system, its elements will depend on the chosen system. [↑](#footnote-ref-16)
17. The service does not include the washing of intimate garments such as underwear and bathing suits. [↑](#footnote-ref-17)
18. This may be more frequent when nutritional problems are suspected or evidenced. [↑](#footnote-ref-18)
19. Sanitary Standard for Restaurants and related services. Sanitary Technical Standard No. 142-MINSA/2018/DIGESA [↑](#footnote-ref-19)
20. Regulation on Surveillance and Sanitary Control of Food and Beverages. SUPREME DECREE Nº 007-98-SA. [↑](#footnote-ref-20)
21. Regulation on Surveillance and Sanitary Control of Food and Beverages. SUPREME DECREE Nº 007-98-SA. [↑](#footnote-ref-21)
22. Sanitary Standard for Restaurants and related services. Sanitary Technical Standard NO. 142-MINSA/2018/DIGESA. [↑](#footnote-ref-22)
23. COAR personnel have the right to register complaints in case of dissatisfaction directly related to the services rendered, as well as complaints due to discomfort or dissatisfaction with poor customer service. [↑](#footnote-ref-23)
24. COAR personnel are professionals hired by the GRANTOR to work in the COARs, who perform teaching, administrative, managerial or support functions. [↑](#footnote-ref-24)
25. In the 1st quarter in which COAR j operates, the balance to be settled has a value of 0. [↑](#footnote-ref-25)