

REPUBLIC OF PERU



**Private Investment Promotion Agency
PROINVERSIÓN**

**Special Committee for Investment in Education, Health, Justice, Tourism, Real Estate and Capital Market
Projects and Other Sectors or Public Companies - PRO SOCIAL +**



BIDDING TERMS

**PUBLIC BIDDING
PROMOTION PROCESS OF THE PRIVATE INVESTMENT OF THE
ANCÓN INDUSTRIAL PARK PROJECT**

2020

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



BIDDING TERMS

1. GENERAL ASPECTS

1.1 BACKGROUND

Commissioned by the Ministry of Production, the Board of Directors of the Private Investment Promotion Agency - PROINVERSIÓN, in a session dated May 31, 2016, agreed to incorporate the Ancón Industrial Park Project (hereinafter PIA Project by its acronyms in Spanish) into the process of promotion of private investment by PROINVERSIÓN, under the mechanisms and procedures established in Legislative Decree No. 1224 and its Regulations, establishing that the modality of promotion of private investment in the PIA Project will be that indicated in paragraph a) of subclause 31.1 of article 31 referring to the transfer of assets, regarding the land located in the district of Ancón, province of Lima, department of Lima.

By Supreme Resolution N° 02-2016-EF published on June 23, 2016, was ratified the agreement adopted by the Board of Directors of PROINVERSIÓN.

PROINVERSIÓN Board of Directors, in session dated July 12, 2016, approved the Plan of Promotion of PIA Project.

By Supreme Resolution N° 015-2016-EF published on July 27, 2016, was ratified the agreement adopted by the Board of Directors of PROINVERSIÓN which is indicated in the preceding paragraph.

Legislative Decree No. 1362 approved the Legislative Decree that regulates the Promotion of Private Investment through Public-Private Associations and Asset Projects, replacing Legislative Decree No. 1224.

Through resolution of the Board of Directors of PROINVERSIÓN No. 63-1-2018-CD adopted in session dated September 18, 2018, the constitution of the Special Investment Committees of PROINVERSIÓN was modified, modifying it by means of Agreement No. 65-1-2018 -CD, the name of said Committees, among them the current Special Committee for Investment in Education, Health, Justice, Tourism, Real Estate and Capital Markets and Other Sectors or public companies - PRO SOCIAL +.

Through Supreme Decree No. 240-2018-EF, the Regulation of Legislative Decree No. 1362 that regulates the Promotion of Private Investment through Public-Private Associations and Asset Projects was approved.

The Bidding Terms, prepared according to Legislative Decree No. 1362 and its regulations approved by Supreme Decree No. 240-2018-EF, have been approved by Agreement of the Board of Directors of PROINVERSIÓN, adopted in a session dated of of 2020.

1.2. PURPOSE

The State of the Republic of Peru, through PROINVERSIÓN, has called a Public Bidding framed in the Process of Promotion of Private Investment of the PIA Project, whose objective is the selection of a legal person, national or foreign or Consortium, who will sign the Land Sale Contract and the Investment Contract for the design, financing, qualification, promotion, management, operation and maintenance of said project.

For this purpose, the Terms and Conditions regulate the procedure of the Project Bidding whose general objectives are the following:

- a. Achieve a transparent, simple, objective procedure and under conditions of equality.
- b. Achieve the concurrence of the largest number of Bidders with experience in the obligations to be required.
- c. Define the basic rules on which the Bidder may formulate its Economic Offer.
- d. Choose the most convenient Economic Offer for the State.

The Bidding referred to in the Bidding Terms will be carried out in accordance to the provisions contained therein, and in matters not provided for in them, the Applicable Laws and Provisions will be applicable.

It is considered, without admitting proof to the contrary, that every Participant, Prequalified Participant or Bidder, knows the content of the Bidding Terms and the Applicable Laws and Provisions.

The description of the Project and the conditions under which it will be awarded are described in Annex 1 of the Bidding Terms.

1.3 LEGAL FRAMEWORK

The Public Bid and the acts related to it are governed by these Bidding Terms, as well as by the following regulations and their complementary and modifying provisions:

- Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Associations and Projects in Assets
- Supreme Decree No. 240-2018-EF, Regulation of Legislative Decree No. 1362.
- Supreme Decree No. 185-2017-EF, Regulation of Organization and Functions of PROINVERSIÓN.
- Legislative Decree No. 295, Civil Code, except for the provisions of the third paragraph of article 1389 thereof.
- Law No. 26887, General Law of Companies.
- Supreme Decree No. 044-2020-PCM, Supreme Decree that declares a State of National Emergency due to the serious circumstances that affect the life of the Nation as a result of the COVID-19 outbreak.
- Legislative Decree No. 1497 - Legislative Decree that establishes measures to promote and facilitate regulatory conditions that contribute to reducing the impact on the Peruvian economy due to the health emergency produced by COVID-19.

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By virtue of subsection i) of Article 4 of the Single Consolidated Text of Law N ° 30225, Law of State Procurement, approved by Supreme Decree N ° 082-2019-EF, this process is excluded from its scope.

It is considered, without admitting proof to the contrary, that every participant in this process knows the laws and regulations in force in Peru and applicable to this case.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Bases the following terms will have the meanings indicated below:

- **Confidentiality Agreement:** It is the agreement that the Participants must sign before using the Data Room, through their Legal Representative and / or Authorized Agent. The text of the Confidentiality Agreement appears in ANNEX 2 - Appendix 1 e).
- **Bid Award:** It is the declaration that the PROINVERSIÓN Committee will make, determining which of the bidders has presented the best Economic Proposal under the terms and conditions established in the Bidding Terms, resulting in the winner of the Bidding.
 - **Awardee:** Is the favored Bidder with the Bid Award.
- **Private Investment Promotion Agency - PROINVERSIÓN:** It is the specialized technical body attached to the Ministry of Economy and Finance with legal status, technical, functional, administrative, economic and financial autonomy, in charge of designing, conducting and completing the process of promoting private investment through the modality of Public-Private Associations and Asset Projects under the scope of its competence, unifying decision-making within the process in accordance with the provisions of Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Associations and Asset Projects and its regulations; the Organization and Functions Regulation of PROINVERSIÓN, approved by Supreme Decree No. 185-2017-EF, and its amendments, according to the Applicable Laws and Provisions.
- **Government Authority:** It is any entity or body of the State of the Republic of Peru, any judicial, legislative, political or administrative authority, empowered in accordance with the Applicable Laws and Provisions and within the exercise of its functions, to issue or interpret standards or decisions , general or particular, with mandatory effects for those who are subject to its scope.
 - **Bidding Terms:** is this document, including its Annexes, Appendices, Forms and Circulars issued by PROINVERSIÓN, fixing the terms under which the bidding is developed.
 - **Circular Letters:** These are all the communications referred to in subsection 6.1.3 of the Bidding Terms, issued in writing by PROINVERSIÓN, whether of specific or general effects, in order to complete, clarify, interpret, specify or modify the content of the Bidding Terms, another Circular Letter or answer queries made by those who are authorized to do so, in accordance with the Bidding Terms. The Circular Letters are an integral part of these Bidding Terms. They can also be issued to communicate to Participants, Prequalified Participants and Bidders, information related to the process.
- **PROINVERSIÓN Committee:** Is the Special Committee of Investment in Education, Health, Justice,



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Tourism, Real Estate and Capital Markets Projects and Other Sectors or public companies– PRO SOCIAL+ whose constitution was modified through agreement of the Board of Directors of PROINVERSIÓN N° 63-1-2018-CD adopted in session dated September 18, 2018.

- **Buyer:** It is the Awardee who will sign the Purchase Agreement. The Buyer will also be a Developer.
- **Investment Commitment:** is the obligation assumed by the Awardee in the Investment Contract for the construction, operation and maintenance of the Ancón Industrial Park.
- **Bidding:** It is the Public Bidding of the Private Investment Promotion Process of the Ancón Industrial Park project.
- **Consortium:** It is the grouping of two or more legal persons, or one or more natural persons with one or more legal persons, national or foreign, which lacks legal status independent from that of its members, and which has been formed for the purpose to participate in this Bidding.
- **Purchase and Sale Contract:** Is the Purchase and Sale Contract whereby the Buyer is obliged to acquire the Land from PRODUCE.
- **Investment Contract:** It is the contract through which the owner of the Land, called Developer, undertakes to build, operate and maintain the Ancón Industrial Park, under the terms established therein.
- **Call:** It is the announcement published by PROINVERSIÓN by which the Bidding is called in accordance with the provisions of the Bidding Terms.
- **Schedule:** is the temporary sequence of activities that will be developed during the process of this bidding and that is indicated in Annex N° 6.
- **Data Room:** It is a repository that will contain information related to the Project and may be visited by the Participants, according to the terms indicated in these Bidding Terms. The documentation and information contained in this repository will be confidential and restrictions will be applied to the ability of bidders to disclose it to third parties by forwarding, copying or printing.
 - **Affidavit:** It is the written statement presented by the Participant, in which he declares or assumes a commitment that is presumed true for the purposes of this Bidding.
- **Correctable defect or error:** It is that defect or error that is formal or material and in which a Participant or Prequalified Participant may incur in any document presented in their Envelopes No. 1 or No. 2, and that does not modify its content or scope, as well as the Technical Proposal.
 - **Participation Right:** It is the payment of US \$ 1,000.00 (One thousand and 00/100 United States Dollars) that, to participate in the Bidding, the Participants must make.
- **Developer:** Is the Awardee who will subscribe the investment contract. The Developer will also be a Buyer.



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- **Calendar days:** Are all the days of the week.
- **Business Days:** These are business days, that is, that are not Saturday or Sunday or a non-business holiday declared as such by the Government Authority in the city of Lima
- **Dollar, Dollar of the United States of America or US\$:** is the currency of legal tender in the United States of America.
- **Banking Companies:** are those that are included in Annex N° 7.
- **International Financial Entities:** are those defined in Annex N° 8.
- **Closing Date:** It is the day, time and place, which will be communicated by the PROINVERSIÓN Committee in a timely manner by means of a Circular, to carry out the subscription of the Contracts, among other acts provided for in sub clause 12.2 of the Bidding Terms.
- **Performance Bond of the Investment Contract:**

It is the bank guarantee letter of Faithful Compliance, or alternatively the stand-by letter of credit that the Buyer must present to guarantee the correct and timely fulfillment of each and every one of the obligations under his charge derived from the execution of the Investment Contract, in accordance with the Model of Annex No. 4. It may be executed in the cases of fact expressed therein.
- **Guarantee to challenge the award of the Successful Bid:** It is the bank guarantee letter or alternatively the stand-by letter of credit that the Bidder will present in case it files an appeal against the Award of the Successful Bid, according to the model in the Annex N° 5. It may be executed in the cases of fact expressed therein.
- **Proposal Seriousness Guarantee:** It is the bank guarantee letter or alternatively the stand-by letter of credit that the Bidder will present to ensure the validity, effectiveness and seriousness of the Proposal and the fulfillment of the obligations provided for the Closing Date, according to the model in Annex No. 3. It may be executed in the cases of fact expressed therein.
- **Member:** natural or legal person that is part of a Consortium.
- **Applicable Provisions and Laws:** are the regulations indicated in subclause 1.3 of the Bidding Terms and any other that according to the legal order of the Republic of Peru is applicable.
- **Economic Offer:** Is the offer prepared and presented by the Bidder within its Envelope N° 3 according to the provisions set forth in the Terms of Reference of the Bidding Terms of Annex N° 1 and Annex N° 2.
- **Technical Offer:** Is the offer prepared and presented by the Bidder within its Envelope N° 2 according to the provisions set forth in the Terms of Reference of the Bidding Terms of Annex N° 1 and Annex N° 2.



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- **Ancón Industrial Park:** It is the real estate development for industrial use to be executed on the Land.
- **Participant:** is the legal person, national or foreign, or Consortium that acquires the Right of Participation.
- **Prequalified participant:** It is the Participant whose documentation, duly submitted through Envelope N ° 1, has met the requirements set forth in the Bidding Terms, thus being accepted and expressly declared by the PROINVERSIÓN Committee.
- **Bidder:** Is the Prequalified participant who presents its corresponding Envelope N° 2 and Envelope N° 3.
- **Price:** Is the amount that the Awardee must pay for the Land transfer.
- **Base Price:** Is the minimum Price that serves as basis for purposes of the Bidding.
- **PRODUCE:** Is the Ministry of Production.
- **Proposal:** Is the documentation that Prequalified Participants must submit, referred to indistinctly to the Economic Proposal or the Technical Proposal.
- **Economic Proposal or Envelope N° 3:** Is the Economic Offer of the Bidder who will present in Envelope N° 3 according to the provisions set forth in subclause 3 of Annex 2 of these Bidding Terms.
- **Prequalification Proposal or Envelope N° 1:** Is the set of documents that the Participant will present, according to subclause 1 of Annex 2 of these Bidding Terms.
- **Technical Proposal or Envelope N° 2:** It is the set of documents that the Bidder will present in Envelope No. 2, as indicated in number 2 of Annex 2 of these Bidding Terms. It does not give rise to any obligation, promise or responsibility in charge of Proinversión, Produce or any other distribution of the Peruvian State.
- **Project:** Is that corresponding to the project called "Ancón Industrial Park– PIA.
- **Legal Representative:** Is the natural person appointed as such by the Participant for purposes of this Bidding.
- **Sol:** Is the currency of legal tender in Peru.
- **Contract Supervisor:** Will be in charge of the supervision of obligations in charge of the Buyer foreseen in the Purchase and Sale Contract and in the Investment Contract.
- **Land:** is the land owned by PRODUCE, with an area of 13'382,257.00 m2 (1,338.22 ha) located between kilometers 45 + 850 to 50 + 750 of the Panamericana Norte highway, district of Ancón, province and department of Lima, and whose main area is registered in the Electronic Certificate No. 13409092 of the Lima Registry Office.



2.2 Interpretation

The terms and expressions used in these Bidding Terms will be interpreted in their natural and obvious sense, unless another meaning has been specifically assigned to them in this document or its annexes, or it is inferred from the context thereof; and, in any case, in accordance with the regulations in force in Peru.

The titles of the chapters, sections, annexes, appendices and forms of the Bidding Terms are used exclusively for indicative purposes and will not affect the interpretation of their content.

In the event of a contradiction between the provisions of these Bidding Terms and the provisions of any of its annexes, the provisions of the Bidding Terms shall prevail, unless the annexes have expressly stated, clearly and unequivocally, that their content modifies the provisions of the Bidding Terms. In all cases, the contents of the Circular Letters referred to in these Bidding Terms prevail over the provisions of the Bidding Terms, even if not expressly stated.

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

All the information that these Bidding Terms require or that requested by PROINVERSIÓN, will be presented in Spanish, and a simple translation into Spanish must be attached if it was issued in a different language. In the event of any discrepancy between the two texts, the text in Spanish will prevail.

3. PROINVERSIÓN PERFORMANCE DURING THE BIDDING AND SELECTION SYSTEM

3.1 Driving the Bidding

PROINVERSIÓN conducts the Bidding through the Project Director, who is empowered to:

- a. Exercise all the functions and powers assigned by the Applicable Laws and Provisions.
- b. Resolve what is not provided in the Bidding Terms or in the Applicable Laws and Provisions.

3.2 PROINVERSIÓN Powers

PROINVERSIÓN is empowered, among other aspects, to promote, schedule, regulate, modify, interpret, direct, supervise, control and dictate all the provisions that are pertinent or that it deems necessary for the execution of the Bidding and to resolve everything that is not found provided in the Bidding Terms or in the Applicable Laws and Provisions and regulations in force in Peru and applicable to the Bidding.

PROINVERSIÓN, as the case may be and in accordance with current regulations, may modify the Bidding Terms, extend the terms indicated therein, modify the dates of the Schedule, suspend and even cancel the Bidding if it deems it appropriate, whatever the stage or phase in which it is, without the need to express any cause and without incurring any responsibility as a consequence of it.

The mere presentation of the information provided in the Bidding Terms and/or requested during the Bidding for the purposes of Prequalification by a Participant does not oblige PROINVERSIÓN to declare it a Prequalified Participant, nor does the presentation of a Proposal oblige PROINVERSIÓN to accept it. .

PROINVERSIÓN reserves the right to verify the veracity of all the information submitted by the Participants, Prequalified Participants or Bidders during the different stages of the Bidding and even after it has concluded, without implying a limitation of their responsibility, due to possible insufficiency or lack



of veracity of the data or information presented. The lack of veracity in the data or in the information presented by the Participant, Prequalified Participant or Bidder detected by PROINVERSIÓN, will cause the disqualification of this, in any of its stages, without prejudice to the civil or criminal actions that may correspond.

3.3 Nature of PROINVERSIÓN's decisions

The decisions of the Project Director, the PRO SOCIAL + Committee, the Executive Director or the Board of Directors of PROINVERSIÓN, as the case may be, in relation to this Bidding are final, will not give rise to compensation of any kind and are not subject to challenge in the administrative or judicial field, except as established in paragraph 8.3. Consequently, for the sole participation in the Bidding, the people who are included under the scope of these Bidding Terms waive to file any appeal against such decisions.

Consequently, by the sole participation in the Bidding, the people who are included under the scope of the Bidding Terms waive to file any appeal against such decisions, except for the award act.

3.4 Selection System

This Bidding will be held in two (2) stages, through the system of three (3) envelopes.

In the first stage of prequalification, the conditions of the Participants in the formal aspects, capacity and background, which must be included in Envelope No. 1, will be evaluated during the period provided in the Schedule and through the documentation required to be included in the Envelope according to the Bidding Terms, they are considered necessary to prequalify and proceed to the second stage of selection.

Once the prequalification stage is concluded, on the day and time indicated by Circular, the public act will be held for the presentation and opening of Envelope No. 2 and Envelope No. 3 by the Prequalified Participants, which will contain the required documentation as established in the Appendix 2 a) and Appendix 3 a) of Annex 2, respectively. Thus, when Envelopes N ° 2 and Envelope N ° 3 are submitted, the technical information contained in Envelope N ° 2 will be verified and, immediately afterwards, the economic proposals will be read contained in Envelope N ° 3, according to the procedure established in section 8.2.

4. REQUIREMENTS FOR THE PRESENTATION OF ENVELOPES N° 1, N° 2 AND N° 3

4.1 Language

All documents must be presented in Spanish, or accompanied by a simple translation into Spanish if they have been issued in a foreign language. In the event of any discrepancy between the texts in both languages, the text in Spanish will prevail.

4.2 Original documents and copies

Envelopes N° 1 (in case of physical presentation) and N° 2 must be presented in one (1) original copy and two (2) copies, duly marked as "Original", "Copy N° 1" and "Copy N° 2" in the first page. The copies will not require notarial or consular legalization.

Envelope N° 3 should only be presented in one (1) original copy.



4.3 *Form of presentation*

At each established opportunity, the envelopes will be presented properly closed and marked on the front with the indication "Envelope No. 1" (in case of physical presentation), "Envelope No. 2" and "Envelope No. 3", respectively. Each envelope must also include the name of the Participant or Bidder, as appropriate.

In the case of Envelope N° 1, the Project Director may order the use of the virtual intake desk mechanism, if applicable, which will be communicated by means of a circular.

All the documentation presented in the envelopes must be perfectly legible and be folded in a correlative, clear and endorsed form on each page by the Legal Representative of the Bidder. A detailed index should be included at the beginning indicating the folio number of all the documents included in each envelope.

In case there is any discrepancy between a figure expressed in numbers and in letters, the figure expressed in letters will prevail.

4.4 *Information Fidelity*

All documentation, forms and/or information presented during the Bidding have the character of a sworn statement; Notwithstanding this, the forms containing the phrase "Affidavit" must be duly signed by the Legal Representative.

The Participant must prove its commitment to present reliable information by submitting Annex N ° 2, Appendix 1 a), which will be an Affidavit. This Affidavit must be presented in Envelope N° 1 by means of a document signed by the Legal Representative of the Participant.

The reservation of the right of PROINVERSIÓN, to verify the veracity of all the information submitted by the Participants during the different stages of the Bidding and, the consequences derived from said verification are regulated by the provisions of section 3.2 and section 8.1. 3 of these Bidding Terms.

4.5 *Participants*

Only legal persons or Consortia, nationals or foreigners, may participate in the Bidding, under the requirement that they have paid their participation right and comply with the stipulations of these Bidding Terms. In the event that the bidder is a consortium, it will be sufficient for one of the members of the consortium to have paid the participation right.

A legal person, individually or through a Consortium, cannot participate in more than one Bidder. This prohibition also applies to the partners of the legal entity and to the natural persons that are members of Consortia.

Those who, in accordance with the provisions of Article 29 of Legislative Decree No. 1362, may not be Bidders, directly or indirectly, within the scope provided for in Article 1366 of the Civil Code; persons with disabilities in accordance with the provisions of Law No. 30225, Law of State Contracts, or regulation that replaces it; the persons referred to in the First Complementary and Final Provision of Law No. 30695; those that have impediments established by norms with the force of law; nor those who, having been awarded in Public Private Partnership contracts or in contracts signed under the framework of Legislative Decree No. 674, have ceased to be so due to their breach of the contract. This impediment is valid for two (02) years and extends to the Strategic Partner and/or those who have exercised control of the investor at the time of termination of the respective terminated contract, without prejudice to those impediments



established in Law No. 30225, which are governed by the terms stipulated in said rule.

4.6 Participation Right Payment

In order to have access to the Data Room, visit the Land, make inquiries to the Bidding Terms, Prequalify and participate in the Bidding, the stakeholders must make the payment for the Right of Participation, for the amount of US \$ 1,000.00 (One thousand and 00/100 United States Dollars) in the Savings Account in Foreign Currency No. 0011-0661-0200035113-66 Interbank Account Code No. 011-661-000200035113-66, at Banco Continental and send a copy of the receipt to the mail Proyectopia@proinversion.gob.pe, providing the company or consortium data.

Once the indicated communication has been received and the deposit verified, PROINVERSIÓN will deliver to the Participant proof of payment of the Participation Right. Likewise, the text of the Bidding Terms may be accessed directly from the PROINVERSIÓN website (www.proinversion.gob.pe).

The acquirer of the Participation Right who decides not to participate in the Prequalification stage, may transfer it to a person in its group or to a third party. For this purpose, the acquirer of said right must present in Envelope No. 1 a communication by which the transfer is accredited in its favor, with the legalized signature of the assignor.

4.7 Presentation of Envelopes by Authorized Agent or Legal Representative

Envelopes No. 1 (in case of physical presentation), No. 2 and No. 3 may only be presented personally by one of the Legal Representatives of the Participant or Prequalified Participant or by one of the Authorized Agents. Documents sent by post, electronically, facsimile or any other means of communication will not be accepted or received.

5. REPRESENTATION OF PARTICIPANTS

5.1 Authorized Agents

5.1.1 Appointment of Authorized Agents

Each Participant may designate up to a maximum of two (2) natural persons as its Authorized Agents, with a common address in the city of Lima or Callao, who may act individually or jointly, at the discretion of each Participant, for the purposes of this Bidding. .

5.1.2 Granted Powers

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

- Represent the Participant, Prequalified Participant, and Bidder before PROINVERSIÓN, on all matters that are not the exclusive competence of the Legal Representative in accordance with Section 5.2.
- Answer, on behalf of the Participant, Prequalified Participant, Bidder or Awardee, and with binding effect for its principal, all the questions that the PROINVERSIÓN Committee or the Project Director may formulate.

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- Receive Circular Letters
- Sign the Confidentiality Agreement referred to in Annex Nº 2 - Appendix 1 e).
- Request information from the Project Director and use the Data Room.

5.1.3 Information

The information that must be provided in relation to each of the Authorized Agents will be the following: name, identity document, common legal address to be indicated in the city of Lima or Callao, telephone numbers and email address.

5.1.4 Notifications

All extrajudicial notifications addressed to the Participant and the Prequalified Participant may be made to any of the Authorized Agents by email, in which case the notification will be understood to have been received on the date of delivery, in accordance with the provisions of Section 6.1.3. Well done and effective is also understood to be any notification made at the common address indicated by the Authorized Agents referred to in Section 5.1.1.

5.1.5 Substitution

The Participant, Prequalified Participant or Bidder, after written communication addressed to the Project Director, who meets the same requirements indicated above, may substitute any of the Authorized Agents at any time, or change the address, telephone numbers or electronic email address designated for Authorized Agents. The substitution will take effect on the Business Day following the date on which the respective communication is received by PROINVERSIÓN.

5.2 Legal Representative

5.2.1 Appointment and Powers

Participants, Prequalified Participants or Bidders may only designate up to two (2) common Legal Representatives to represent them, jointly or individually, in accordance with the provisions of this section. With the designation, the following information must be provided: name, identity document, address, telephone number and email address.

The powers granted to each of the Legal Representatives must be broad enough so that any of them, jointly or individually, can sign, in the name and on behalf of their principal, all the documents required by the Bidding Terms, including, specifically, the power to initiate the challenge procedures provided for in the Bidding Terms, sign the Proposals and, if applicable, the Purchase and Sale Contract and Investment Contract.

The Affidavits and/or Forms presented in Envelope No. 1 must be signed by the Participant's Legal Representative, who must be duly empowered to do so. The other documents contained in Envelope No. 1 will not require a signature or visa by the Participant.

The documents presented in Envelopes No. 2 and No. 3 must be signed or endorsed by their Legal Representative, as appropriate, who must be duly empowered for this purpose, in accordance with the provisions of this paragraph.



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In case the Participant is a Consortium, the Legal Representatives must be common to all its members, said designation must be made through the legal representatives of the members of the Consortium who have the powers to do so.

The powers of the Legal Representatives of the Members of the Consortium must be accredited with the same formalities indicated in Sections 5.2.3 and 5.2.4 of the Bidding Terms.

The substitution of the Legal Representatives will take effect from the Business Day following the date on which the communication is received by PROINVERSIÓN with the documents that duly accredit said appointment.

5.2.2 Presentation of Power of Attorney

The power of attorney by which the Legal Representatives are appointed must contain the corresponding powers of representation and will be presented in Envelope No. 1.

5.2.3 Power of attorney granted in Peru

It must be recorded by public deed or a notarized copy of the minutes of the corresponding corporate body by which it is granted.

5.2.4 Power of attorney granted outside Peru

The power of attorney granted outside Peru designating a Legal Representative must be:

- a) Duly extended or legalized before the competent Peruvian consulate, endorsed before the Peruvian Ministry of Foreign Affairs, and a simple translation into Spanish must be attached if it was issued in a different language.
- b) Apostille, in case the Participant, Prequalified Participant or Bidder or their members, come from a country that is a signatory of the "Agreement Suppressing the Requirement of Legalization of Foreign Public Documents" adopted on October 5, 1961 in the city of The Hague, Kingdom of the Netherlands, approved by Legislative Resolution No. 29445 and ratified by Supreme Decree No. 086-2009-RE ("Hague Apostille").

5.2.5 Registrations in the Registry Office

In no case will it be required that, at the time of its presentation, the Legal Representative's Powers of Attorney are registered in the Public Registries. However, if your principal become the Successful Bidder, they must be registered in the corresponding Registry Office before the Closing Date.

6. INQUIRIES, CIRCULAR LETTERS AND INFORMATION

6.1 *Inquiries about the Bidding Terms*

6.1.1 Formality of consultations

Participants, Prequalified Participants or Bidders, as appropriate, through their Authorized Agents or Legal Representatives, may make inquiries strictly referring to the Bidding Terms, and comments or suggestions to the projects of the Purchase Contract or Investment Contract, within the established deadlines in the Schedule, through written communications in Spanish, which must be addressed to:

Messieurs:

Private Investment Promotion Agency - PROINVERSIÓN

Attention: José Rogger Incio Sánchez

Project Director

Av. Enrique Canaval Moreyra N° 150, Piso 8, San Isidro - Lima, Peru

Telephone: (511) 200-1200 Anexo: 1347

The documentation containing the queries to the Bidding Terms or, comments or suggestions to the contract projects, must be entered through the physical or virtual desk of PROINVERSIÓN, as provided.

In the event that the Project Director has the exclusive use of the virtual intake desk (mesadepartesvirtual@proinversion.gob.pe), he will communicate it by Circular to the Participants, Prequalified Participants or Bidders; for which it will specify the storage capacity limit of each email to be sent. Queries should be sent only through the email provided by the Authorized Agents and / or Legal Representatives of the Participants, Prequalified Participants or Bidders.

In the event that the exclusive use of the physical intake desk of PROINVERSIÓN is provided, the inquiries to the Bidding Terms, or where appropriate, the comments or suggestions to the projects of the Purchase Contract or Investment Contract, must be additionally transmitted, via e-mail, in editable digital file, to the following address: proyectopia@proinversion.gob.pe, which in no case replaces the entry through PROINVERSIÓN's physical intake desk; without prejudice to this, the lack of electronic submission of the queries or comments or suggestions previously entered by the intake desk, will not invalidate its formulation.

6.1.2 Reply to the questions

The responses of the Project Director to the queries made to the Bidding Terms will be communicated by Circular Letter to all Participants or Prequalified Participants, as the case may be, without indicating the name of who made the query. The answers to all the queries made to the Bidding Terms will be available on the PROINVERSIÓN institutional portal.

The comments and suggestions received on the projects of the Purchase and Sale Contract and Investment Contract will be published on the PROINVERSIÓN institutional portal, without indicating the name of those who carried them out.

The Project Director is not obliged to respond to queries that are not related to the Bidding. Likewise, it will not be obliged to accept or respond to the comments or suggestions of the Participants and Prequalified Participants to the projects of the Purchase and Sale Contract and Investment Contract. PROINVERSIÓN will evaluate the convenience of including or not the suggestions made by the Participants or Prequalified Participants.

6.1.3 Circular Letters

The Project Director may, at any time, deem it necessary, clarify, specify, modify and/or complement the Bidding Terms, issuing the corresponding Circular, for the purpose of communicating what is pertinent to the Participants, Prequalified Participants or Bidders, as appropriate.

The publication of the Circular Letters on the institutional portal of PROINVERSIÓN (www.proinversion.gob.pe), constitutes the main means of communication of these. Additionally, said Circulars may be sent to any of the Authorized Agents or Legal Representatives, to the email or to the common address, indicated in accordance with Sections 5.1.1 and 5.1.4.

It is the obligation of all Participants, Prequalified Participants and Bidders, to permanently review the PROINVERSIÓN institutional portal, in order to verify the publication of Circular Letters in a timely manner.

In the cases of sending Circulars or other communications, by courier, the communication will be considered received on the date of its delivery, understanding as well made and effective any communication made at the common address indicated by the Participants, Participants Prequalified and Bidders.

In the cases where it is chosen to send Circulars or other communications, by means of email, the Participant, Prequalified Participant and Bidder accepts as well received the communications sent by email, with automatic confirmation of delivery, and therefore it is understood that, by simply submitting the Affidavit - Notification of Information (Annex 11), you grant express consent to the Project Director to receive electronic communications made from the institutional email account. Likewise, the Participant, Prequalified Participant or Bidder has the permanent responsibility of following up on their email account consigned for the purposes of this Bidding.

After the expiration of the term for the prequalification of Participants, the Circulars will only be sent to the Prequalified Participants; after the presentation of Envelopes N° 2 and 3, only to the Bidders who presented proposals.

The Circular Letters issued by PROINVERSIÓN will form an integral part of the Bidding Terms, being, consequently, legally binding for all Participants, Prequalified Participants and Bidders.

6.2 Access to information

6.2.1 Access to Data Room

Until the date indicated in the Schedule, the Participants, Prequalified Participants, Bidders or the Awardee will have access to the information related to the Project, which will be available in the Data Room.

The Data Room consists on a website with limited controlled access, to which only bidders who have previously paid the participation right, may have access. It is a repository in which the documentation and information disclosed will be confidential and restrictions will be applied to the ability of bidders to disclose it to third parties by forwarding, copying or printing. In this sense, access to the Data Room will be made after signing the Confidentiality Agreement in accordance with the model in Annex 2, Appendix 1 e), by the interested parties.

The documents that can be accessed in the Data Room are found in Annex N ° 9.

The Participants, Prequalified Participants, Bidders or the Awardee, through a written communication sent to the Project Director by any of their Authorized Agents or the Legal Representative, will indicate the name of the people who will have access to the Data Room.

The Participants, Prequalified Participants, Bidders or the Awardee, are responsible for the safeguarding and correct use of the access codes to the Data Room.

6.2.2 Confidentiality Agreement

The Authorized Agent(s) or Legal Representative(s) must sign the Confidentiality Agreement, the format of which is presented in Annex No. 2 - Appendix 1 e) and deliver a copy to PROINVERSIÓN prior to using the Data Room.

7. RESPONSIBILITY OF BIDDERS AND THE STATE

7.1 Responsibility and obligations assumed by Participants

The sole presentation by the Participant of the documents necessary to prequalify, implies without the need for any subsequent act, full knowledge, acceptance and unconditional submission to each and every one of the procedures, obligations, conditions and rules -without exception- established in the Bidding Terms on the part of the Participant and, where appropriate, the Awardee and/or Buyer or Developer, the same that are legally binding for them; as well as his irrevocable and unconditional resignation, in the broadest way that the Applicable Laws and Provisions allow, to raise, before any jurisdiction or authority, any action, counterclaim, exception, claim, demand or request for compensation against the State or any of its dependencies, agencies or officials thereof, including, PRODUCE, PROINVERSIÓN, the PROINVERSIÓN Committee or its consultants and advisers.

Participants, Prequalified Participants or Bidders, may not contract directly or indirectly the advisory services of natural or legal persons from the private sector, who have provided or are providing consulting or advisory services to PROINVERSIÓN, in the investment promotion process in which they are participating. The list of natural or legal persons from the private sector that provide consulting or advisory services to PROINVERSIÓN in this process is established in Annex 10. Failure to comply with the provisions of this paragraph leads to the exclusion of Bidders, Prequalified Bidders and Qualified Bidders, of the private investment promotion process.

7.2 Independent Decision of Participants

All Participants must base their decision to present or not their Prequalification Proposal, Technical Proposal and Economic Offer on their own investigations, examinations, inspections, visits, studies, interviews, analysis and conclusions on the available information and those that in particular have provided, at their own and entire risk.

Participants, at their entire cost and risk, must visit and inspect the Land and practice the skills and examinations that are necessary or convenient to make an adequate decision. The fact of not inspecting the Land does not enable or authorize the presentation of a subsequent claim.

The Participant or Bidder will assume all costs or expenses, direct or indirect, incurred related to the preparation and presentation of Envelopes No. 1, No. 2 and No. 3, as the case may be. The State or any of its dependencies, including PROINVERSIÓN, its consultants and/or advisers, will not be responsible in



any case for said costs or expenses, whatever the result of the Selection Process, or if it is suspended or canceled.

7.3 Limitation of State Liability

The Peruvian State or any agency, body, official or employee of it, PRODUCE, PROINVERSIÓN, its bodies or officials or, its consultants and/or advisers are not responsible, do not guarantee, neither expressly nor implicitly, the totality, integrity, reliability or veracity of the information, verbal or written, that is supplied in the Data Room. Consequently, none of the persons participating in the Bidding may attribute any responsibility to any of the aforementioned parties or to their representatives, agents or dependents for the use that may be made of said information or for any inaccuracy, insufficiency, defect, lack of update or for any other cause not expressly contemplated in this section.

7.4 Scope of Limitation of State Liability

The limitation stated in section 7.3 of the Bidding Terms reaches, in the broadest possible way:

- i. to all the information related to the Bidding that was actually known,
- ii. to the information not known and to the information that at some point should have been known, including the possible errors or omissions contained therein, by the State or any of its agencies, including PROINVERSIÓN, its consultants or advisers,
- iii. to all information, whether or not supplied or prepared, directly or indirectly, by any of the aforementioned parties,
- iv. to all information available in the Data Room, in the PROINVERSIÓN institutional portal, and to all the information provided through Circulars or any other form of communication, which is acquired during visits to the facilities related to the Bidding and the that are mentioned in these Bidding Terms, including all their forms and annexes.

8. BIDDING PROCEDURE

8.1 FIRST STAGE – PRESENTATION OF ENVELOPE N° 1 AND PREQUALIFICATION RESULTS

8.1.1 Presentation of Envelope N° 1 – Prequalification Proposal

The presentation of Envelope N° 1 will take place within the term indicated in the Schedule.

The documents of Envelope No. 1 will be presented as the case may be, in physical form, upon request for an appointment or, through the virtual intake desk (mesadepartesvirtual@proinversion.gob.pe), with a copy to the email address provided for the project, through the email address provided by the Legal Representatives of the Participants. If there is more than one Legal Representative and if it has not been indicated that the representation is joint, it will be enough that the subscription of the Affidavits and / or Forms, as well as the sending of the email are made by one of them.

The documents that make up Envelope N ° 1 must be foliated in a correlative and clear manner, incorporating an index that contains the detailed list of the documents included.



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In case the presentation of Envelope N ° 1 is established virtually, in addition to what is indicated above, the documents that make up said Envelope must be scanned legibly and in color PDF format.

Additionally, in order to facilitate the examination, verification and comparison of data and requirements, PROINVERSIÓN may request any Participant to clarify the information contained in Envelope No. 1, without this implying a modification of its content. The request for clarification and the corresponding response will be made in writing, through the means (physical or virtual) and until the period indicated, under warning of being excluded from the prequalification.

Within the maximum period indicated in the Schedule, the Evaluation Commission of Envelope N° 1 will analyze the documentation contained in Envelope N° 1. If during the prequalification process the Evaluation Commission of Envelope N° 1 detects the existence of errors that it considers to be its correctable judgment, this will urge the Participant to correct or comply with what is observed, through the means (physical or virtual) and until the term indicated, under warning of being excluded from prequalification. The omission in the presentation of any document of Envelope N ° 1, will be considered as a rectifiable error.

After the presentation of Envelope No. 1, the Participant will not be provided with any information regarding the prequalification process. Information regarding their prequalification will only be provided to each Participant once the Project Director has issued its statement.

Once the prequalification process is completed, the Project Director, at the proposal of the Evaluation Commission of Envelope No. 1, will issue his statement, progressively determining the Prequalified Participants to participate in the following stages of the process.

The Project Director will progressively make known the result of the prequalification process of each Participant, for which he will send a communication to the Prequalified Participant each time.

8.1.2 Conformation and modification of Consortia declared Prequalified Participants

Any Prequalified Participant may form a Consortium up to fifteen (15) Calendar Days before the presentation of Envelopes No. 2 and No. 3.

Changes in the formation of Consortia must be submitted to the Project Director for consideration within the period indicated above. PROINVERSIÓN reserves the right to accept these changes.

In the event that any Member of a Prequalified Participant, in the case of a Consortium, decides to withdraw from it, they must notify the Project Director up to fifteen (15) calendar days before the presentation of Envelopes No. 2 and No. 3. For this purpose, the Prequalified Participant must present another legal entity to replace him only to the extent that the Members who remain in the Prequalified Participant do not meet the prequalification requirements. If the case arises, the Prequalified Participant will request the acceptance of the new member, placing it for the consideration of the Project Director, up to fifteen (15) calendar days before the presentation of Envelopes No. 2 and No. 3.

In case the Prequalified Participant does not present the new member, their prequalification will be without effect for the Bidding, which will be communicated by the Project Director.

The decision of the Project Director regarding the Prequalification will be final and will not be subject to being challenged.

8.1.3 PROINVERSIÓN Powers regarding the documentation presented

PROINVERSIÓN reserves the right to verify the veracity of all the documentation submitted by the Participant, Prequalified Participant or Bidder during the different stages of the Bidding and even after its conclusion, without this implying in any way a limitation of the Participant, Participant's liability. Prequalified or Bidder for the possible insufficiency or lack of veracity of the data or information presented.

The lack of veracity in the data or in the information presented by the Participant, Prequalified Participant or Bidder in the Bidding will cause their disqualification in any of its stages. In the event that after the Award of the Bid and until before the Closing Date, the existence of falsehood in the data or in the information reached is determined, it will be revoked, proceeding to execute the Proposal Seriousness Guarantee.

For this purpose, if the Project Director verifies that the information or content of any of the documents presented lacks veracity, he will be empowered to disqualify the Participant who had presented them, even if it was a Prequalified Participant, Bidder or the same Awardee, without prejudice to civil or criminal actions that may correspond.

Regarding the indicated decision of the Project Director, no claim proceeds.

8.1.4 Verification of information presented before PROINVERSIÓN

As of the presentation of the prequalification documentation and until the Closing Date, the Participant, Prequalified Participant or Bidder undertake to make available to the Project Director all the documents requested by him in order to verify the veracity of the documentation presented.

8.2 SECOND STAGE – RECEPTION OF ENVELOPES Nº 2 AND Nº 3, OPENING OF ENVELOPE Nº 2 –TECHNICAL PROPOSAL EVALUATION AND OPENING OF ENVELOPES Nº 3 – ECONOMIC PROPOSAL EVALUATION

8.2.1 Presentation of Envelopes Nº 2 and Nº 3 and opening of Envelope Nº 2

The presentation of Envelopes Nº 2 and Nº 3 and their corresponding opening will be carried out in a public act, before the PROINVERSIÓN Committee, through any of its members or by the representatives that it designates for this purpose and, in the presence of Notary Public, in the place, day and time to be indicated by Circular.

The public act of reception and opening of Envelopes No. 2 and No. 3 may be broadcast live through PROINVERSIÓN's institutional digital media.

In the event that for reasons of safety and public health, capacity limitations are established for the public act, these will be communicated in advance, through Circular, ensuring the publicity of the act through its transmission through the indicated digital media.

The tolerance period for the start of the public act of reception and opening of Envelopes No. 2 and No. 3 will be thirty (30) minutes from the time set for the performance of said public act.



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In the event that all Bidders are present before the tolerance period has elapsed, the PROINVERSIÓN Committee, through any of its members or by the representatives that it designates for this purpose, may initiate the act of receiving Envelopes No. 2 and No. 3.

The PROINVERSIÓN Committee, through any of its members or by the representatives that it designates for this purpose, will initiate the act of receiving Proposals and will invite the Prequalified Participants to deliver the corresponding envelopes.

Once the Proposals are received at the table, the documentation contained in Envelopes No. 2 will be opened and verified, in the same order in which they were received. The PROINVERSIÓN Committee, through any of its members or by the representatives that it designates for this purpose, with the assistance of the Notary Public, will verify the content of said envelopes. The Notary will sign the margin of the documents presented.

Once the envelope opening process has started, the submission of other Proposals, the delivery of additional documents, or the modification of submitted Proposals will not be accepted.

Only Envelopes N° 2 that include all the documentation required in section 2 of Annex N° 2 will be considered compliant, so only in that case will they be evaluated in accordance with section 8.2.2. In no case will the non-presentation of any of the documents that must be contained in Envelope No. 2 be considered as rectifiable.

Envelopes N° 2 found to be non-compliant, that is, that do not include what is requested in section 2 of Annex N° 2, will invalidate the Technical Proposal, for which the Bidder will be disqualified from the Bidding, having to return his Envelope N° 3 unopened. The minutes will record the reason for the non-conformity.

8.2.2 Evaluation of Envelopes N° 2

For the evaluation of the Technical and Economic Proposals, the PROINVERSIÓN Committee may appoint an Evaluation Commission.

The Evaluation Commission will verify that the Technical Proposals contained in Envelopes N ° 2 satisfactorily comply with the provisions of Annex N ° 2 and will record the results in the respective minutes, so that the Committee can proceed with its declaration of validity, as appropriate. Any document of Envelope N ° 2 that is presented in a conditional, incomplete or imprecise form will be considered invalid.

The decision of the PROINVERSIÓN Committee, as well as the results of the evaluation of Envelopes N° 2 are final and will not give rise to any claim or challenge from the Bidders.

The Technical Proposal of the successful Bidder will be an integral part of the Purchase Contract and the Investment Contract, as the case may be.

In the case of Bidders whose Technical Proposals are not valid, the Notary will return Envelopes No. 3 unopened, containing their Economic Proposal.

8.2.3 Opening of Envelopes N° 3

Once the evaluation of Envelopes No. 2 has been made and, in the same public act, Envelopes No. 3 will be opened.

The Notary Public will proceed to open, one by one, Envelopes No. 3 of the Bidders whose Technical Proposals were valid. The PROINVERSIÓN Committee, through any of its members or by the representatives that it designates for this purpose, will read its content, verifying that the Economic Proposals are in accordance with Appendix 3 of Annex N ° 2, in which case, the Committee will declare them valid Economic Proposals. The Financial Proposal will be considered invalid if it is presented in a conditional, incomplete or imprecise form. The Notary will sign the margin of the documents presented.

Economic Proposals that do not meet the requirements established in these Bidding Terms will not be considered by the PROINVERSIÓN Committee as a valid Economic Proposal and will be disqualified.

8.2.4 Evaluation of the best Economic Proposal

Next, the PROINVERSIÓN Committee, through any of its members or by the representatives that it designates for this purpose, will read the price presented by each of the Bidders whose Economic Proposals were declared valid, establishing the order of merit ordering them from higher to lower.

For the evaluation of the Economic Proposals, the PROINVERSIÓN Committee may appoint an Economic Evaluation Committee to determine the highest price.

In the same public act, the PROINVERSIÓN Committee will announce the result of the evaluation of the Economic Proposals and the successful bidder.

In the event of a tie, the Awardee of the Bid will be determined in the same act by means of a procedure that will be conducted by the Notary, in accordance with the modality communicated in said act, by the PROINVERSIÓN Committee.

Once the act is concluded, the Notary will draw up the corresponding act, which will be signed by the PROINVERSIÓN Committee or its designated representatives, the Notary, the Awardee and the Legal Representatives of the Bidders, with Economic Proposals declared valid, who wish to do so.

8.3 CHALLENGE PROCEDURE OF THE BID AWARD

Any of the Bidders whose Financial Proposal was declared valid may file an appeal for reconsideration before the PROINVERSIÓN Committee only against the results of the Bid Award. Said challenge must appear as an observation in the Notarial Record of the Act of Opening of Envelope No. 3 and Bid Award and be duly supported, in writing, within a maximum period of eight (8) business days from the day following the date of the Bid Award.

The PROINVERSIÓN Committee will resolve said reconsideration within a maximum period of ten (10) business days from the day of presentation of the written support of the challenge.

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Against the agreement of the PROINVERSIÓN Committee that resolves the reconsideration, the affected Bidder may file an appeal before it, within a period of three (3) three business days following the date of receipt of the indicated agreement. The PROINVERSIÓN Committee will raise the appeal to the PROINVERSIÓN Board of Directors, within a period of three (3) three business days after receiving it.

The appeal may also be filed against the fictional agreement to deny the challenge in the event that, after the term of ten (10) business days for the PROINVERSIÓN Committee to resolve the submitted reconsideration, it has not issued the corresponding agreement.

In the latter case, the term to file the appeal will be calculated from the day following the expiration of the indicated period of ten (10) business days.

The appeal filed against the express or fictitious agreement of the PROINVERSIÓN Committee will be resolved by the PROINVERSIÓN Board of Directors within a maximum period of thirty (30) business days from the day it was filed.

The agreement in the second and last instance will be final and unappealable.

Any expense that may arise from the process of contesting the Bid Award, will be the responsibility of the corresponding challenger.

8.4 CHALLENGE GUARANTEE

8.4.1 Constitution of guarantee. Conditions

No challenge will be considered validly filed and will be void of any effect unless, within three (3) business days from the day following the date of Bid Award, the challenging Bidder delivers to the Project Director a joint and several, irrevocable, unconditional bank guarantee letter, without benefit of excussio, or division and automatic realization, according to Annex N ° 5, in favor of PROINVERSIÓN.

Said bank guarantee letter must be issued by a Banking Company, for a value of US \$ 2,295,873.00 (Two million two hundred ninety-five thousand eight hundred seventy-three with 00/100 dollars of the United States of America), determined according to section 6 Article 52.1 of the Regulation approved by Supreme Decree No. 240-2018-EF; and it must remain in force for a period of no less than sixty (60) business days counted from the date of presentation of the challenge guarantee.

8.4.2 Guarantee Execution

The Challenge Guarantee will be executed by PROINVERSIÓN, in case:

- The appeal for reconsideration presented by the Bidder is declared unfounded or inadmissible and the agreement, be it express or fictional, is not appealed by the challenger, being consented and consequently, firm the award of the Bid granted by the Committee.
- The Board of Directors of PROINVERSIÓN confirms the express or fictional agreement of the PROINVERSIÓN Committee, which declared the appeal for reconsideration presented by the Bidder unfounded or inadmissible;
- The Bidder withdraws its reconsideration or appeal.



8.4.3 Guarantee Return

In case the challenge or appeal is declared well founded, the Guarantee of Challenge of the Bid Award will be returned to the respective Bidder, not generating interest in their favor.

9. GUARANTEES

9.1 PROPOSAL SERIOUSNESS GUARANTEE

9.1.1 Conditions

The Proposal Seriousness Guarantee must be included in Envelope N ° 2 and meet the following conditions:

- Guarantee the validity, effectiveness and seriousness of the proposals presented by the Bidder, in accordance with the terms and conditions established in the Bidding Terms, including the signing of the Purchase and Sale Contract, the signing of the Investment Contract, the veracity of the data or in the information presented, the absence of impediments to be bidders and the fulfillment of the other obligations assumed for the Closing Date.
- It will be issued by a Banking Company, in favor of PROINVERSIÓN, in the form of a joint, unconditional, irrevocable bank guarantee letter, without benefit of excussio, or division and of automatic realization in accordance with the model of Annex N° 3.
- It must be kept in force under the same terms, amount and conditions from the date of presentation of the Economic Proposals until ninety (90) Calendar Days after the Award. Notwithstanding this, PROINVERSIÓN may order the mandatory extension of said guarantee, and the Bidder must renew it for the periods indicated.
- Alternatively, a surety or stand-by letter requested by an International Financial Institution may be accepted, which can be formalized by the International Financial Institution that carries out the operation, provided that it complies with the requirements established in the model in Annex No. 3, which is valid according to the term established in the previous paragraph, and which is confirmed by any of the national Banking Companies indicated in Annex N ° 7.
- The amount of the guarantee will be equivalent to US \$ 3,000,000.00 (Three million and 00/100 dollars of the United States of America).

9.1.2 Guarantee Return or Execution

The return to the Awardee of the Proposal Seriousness Guarantee will be made after he complies with signing the Purchase and Sale Contract, the Investment Contract, pays the price of the Land, delivers the Performance Bond Guarantee of the Investment Contract and complies with all other requirements for the Closing Date.

The Proposal Seriousness Guarantee of each Bidder that is not Awardee will be returned within seven (7) business days from the Closing Date.

If the Awardee fails to comply with any of the obligations in his charge, backed by the Proposal Seriousness Guarantee, for reasons attributable to him, PROINVERSIÓN will execute said Guarantee, immediately and without the need for prior notice or prior notice in arrears.



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In the event that after the Award of the Bid and until before the Closing Date, the existence of falsehood in the data or information reached or, of impediments to be a bidder, is determined, said award will be revoked, proceeding to execute Proposal Seriousness Guarantee.

The execution of said guarantee does not limit or restrict any other right that PROINVERSIÓN may have against the Awardee who breached its obligations in relation to its Proposal.

Notwithstanding the foregoing, and the provisions of section 8.1.3 of the Bidding Terms, PROINVERSIÓN may initiate the legal actions allowed by the Applicable Laws and Provisions.

9.2 PERFORMANCE BOND OF THE INVESTMENT CONTRACT

The Performance Bond Guarantee of the Investment Contract must be delivered to PRODUCE on the Closing Date by the Buyer and will guarantee that the obligations of the Developer assumed in the Investment Contract are carried out according to the provisions of said contract.

This guarantee must comply the following conditions:

- Guarantee the correct and timely fulfillment of each and every one of the obligations in charge of THE DEVELOPER derived from the Investment Contract.
- It will be issued by a Banking Company in favor of PRODUCE in the form of a joint, unconditional, irrevocable bank guarantee letter, without benefit of excussio, or division and of automatic realization according to the model of Annex N° 4.
- It must remain in force under the terms and conditions established in the Investment Contract, from the Closing date until sixty (60) calendar days after the termination of the Investment Contract.
- Alternatively, a surety or stand-by letter requested by an International Financial Institution may be accepted, which may take on the formality used by the International Financial Institution that carries out the operation, provided that it complies with the requirements established in the Annex model 4, which is valid according to the term established in the previous paragraph, and which is confirmed by any of the national Banking Companies indicated in Annex No. 7.
- The amount of the guarantee will be US \$ 30,000,000.00 (Thirty million and 00/100 dollars of the United States of America).

10. UNSUCCESSFUL BIDDING

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

- a. If, in the act of delivery and reception of Envelopes N ° 2 and N ° 3, no Prequalified Participants appear; or
- b. If at least two (2) Technical Proposals have not been declared valid; or
- c. If at least two (2) valid Economic Proposals have not been received.

In the aforementioned cases, PROINVERSIÓN may call a new Selection Process in a new date.

11. *SUSPENSION, CANCELLATION AND REJECTION OF PROPOSALS*

The PROINVERSIÓN Committee may suspend, cancel or annul the Bidding and/or reject all the proposals submitted, at any time, if it deems it appropriate, without incurring any liability or obligation to pay compensation. This decision is not open to challenge.

12. CLOSING PROCEDURE

12.1 *Closing Date*

The Closing Date will take place on the date, time and place that will be communicated in a timely manner by Circular, in the presence of a Notary who will certify the acts referred to in the following section, and the Awardee must have the following documentation:

- a. Affidavit by which it is accredited that, as of the Closing Date, all the information presented in Envelopes No. 1 and No. 2 remain current and reliable, according to the Information Validity Form contained in Annex No. 2 - Appendix 1 aa) of the Bidding Terms.
- b. Documentation that proves the registration in the corresponding Registry Office of the Statute of the legal person that will sign the Contract, the same that must have been established in Peru, with the same shareholders, or Members in the case of a Consortium. The minimum share capital will correspond at least to the value offered for the award of the land and will be subscribed and paid in cash, according to the form of integration and opportunity indicated in the terms and conditions of the Contract.
- c. Legalized copy of the entries in the share registration book or equivalent document, stating the formation, as of the Closing Date, of the shareholders or the shares of the Buyer / Developer.
- d. Registration in the corresponding Registry Office of the powers of the Legal Representative of the legal person that will sign the Contracts.
- e. Regarding the company and the members of the Consortium, as the case may be, the proof of not being disqualified or suspended from contracting with the State issued by the State Procurement Supervisory Agency-OSCE.
- f. Financial economic model of the project, which must include the final transfer price and investment commitments and in accordance with the following requirements:
 - File in Excel format without locked, hidden or encrypted cells.
 - Manual of use of the mentioned file in Excel, duly explained.
- g. Likewise, all declarations and findings must be made, as well as all documents related to the Closing Date established in the Contract.

The Proposal Seriousness Guarantee submitted by the Qualified Bidder that is the Awardee of the Selection Process will be returned after the contract subscription and the compliance of the conditions for the closing date.

12.2 *Closing Date Activities*

Notwithstanding the fulfillment of other obligations established in the Purchase and Sale Contract and/or in the Investment Contract, on the Closing Date, the Awardee must comply with the following:

- (i) Subscribe the Purchase and Sale Contract.



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- (ii) Pay the Land Price.
- (iii) Subscribe the Investment Contract.
- (iv) Deliver other documents that are applicable pursuant these Bidding Terms, the Purchase and Sale Contract and/or in the Investment Contract

Actions in charge of PROINVERSIÓN:

- (i) Return to the Awardee the Proposal Seriousness Guarantee.

Actions in charge of PRODUCE:

- (i) Subscribe the Purchase and Sale Contract
- (ii) Subscribe the Investment Contract
- (iii) Deliver other documents that are applicable pursuant these Bidding Terms, the Purchase and Sale Contract and/or in the Investment Contract.

13. BREACH OF THE AWARDEE

In the event that the Bid Awardee fails to comply with any of the obligations under his charge provided for on the Closing Date, without prejudice to other rights that may assist him, PROINVERSIÓN will revoke the Bid Award and execute the Proposal Seriousness Guarantee.

Faced with such a situation, the PROINVERSIÓN Committee is empowered to accept the following Economic Proposals, in descending order and in accordance with the order of merit of the bidding, in substitution of the Awardee from whom the award was revoked. The decision of the PROINVERSIÓN Committee will be taken without prejudice to the rights and legal actions that it may take against the successful bidder who breached his obligation.

If the PROINVERSIÓN Committee agrees to award the Bid to the Bidder who owns the second best financial offer, it will notify such determination in writing, requiring it to renew its Proposal Seriousness Guarantee within a period of no more than fifteen (15) calendar days or present a new one according to the terms of the Bidding Terms and with a validity of ninety (90) calendar days after the new Closing Date.

If in this case, the new Awardee does not comply with presenting the aforementioned guarantee within the foreseen term, the PROINVERSIÓN Committee will order the execution of said guarantee and may choose to accept the successive best Economic Offers, according to the order of priority or opt for the cancellation of the Bidding.

The option chosen by the PROINVERSIÓN Committee will be communicated to the Bidders by Circular.



ANNEX 1

TERMS OF REFERENCE

IMPORTANT NOTE: this Annex is subject to the provisions set forth in section 7 of the Bidding Terms, referred to responsibility of Bidders and the State.

1. OBJECT OF THE BIDDING

- 1.1 PROINVERSIÓN has been commissioned by PRODUCE to promote the Project called “Ancón Industrial Park” (PIA). The PIA will be developed on land that belongs to PRODUCE, with an area of 13'382,257.00 m² (1,338.22 ha) located between kilometers 45 + 850 to 50 + 750 of the Panamericana Norte highway, district of Ancón, province and department of Lima ., (hereinafter the Land). The area is registered in the Electronic Certificate No. 13409092 of the Lima Registry Office.

The Land is part of this project.

The public tender will be governed by the provisions of the Bidding Terms.

- 1.2 PIA's project consists of the design, financing, habilitation, promotion, management, operation and maintenance of a modern space for industrial companies of various scale that will operate as a new industrial development pole in the north of Lima.

Through this project it will be possible to promote the development of the new model of Industrial Parks promoted by the National System of Industrial Parks, within the framework of Legislative Decree No. 1199.

- 1.3 The PIA project would have 1,338.22 ha, of which 53.49% would be developable land (715.74 ha). Said area, according to its use, would be divided into: industrial, commercial, technology transfer (R&D), contributions, public recreation area, services and truck center.

The services that the PIA will offer to industrial companies that establish themselves in it have been divided into four main categories: basic services (sanitation, energy and telecommunications), auxiliary services (maintenance, surveillance, cleaning, etc.), advanced services (administration centralized, technological and business development, etc.) and collateral services (truck center). These services must be provided under the terms and conditions established in the Investment Contract.

- 1.4 The purpose of the Public Bidding that is called is to select the investor who will be in charge of the development of the PIA.

- 1.5 The awardee will sign with PRODUCE the Land Purchase and Sale Contract and the Investment Contract for the design, financing, authorization, promotion, management, operation and maintenance of the PIA.

- 1.6 **Land Price.** –The base price of the land will be timely communicated by PROINVERSIÓN Committee through Circular.

- 1.7 **Payment of the Price.** - The Awardee must make the payment of the sale price of the land through PROINVERSIÓN, with a cashier's check made out to the "Private Investment Promotion Agency - PROINVERSIÓN". In accordance with article 1220 of the Civil Code, the obligation will only be satisfied when the respective security has been paid. Alternatively, payment may be made by bank transfer (s) to the account determined by PROINVERSIÓN.
- 1.8 **Competition Factor.** - The Bidders will compete for the highest price to be paid by the Bidder, with respect to the Base Price.
The Bidder will present the price in the format contained in Appendix 3 a) of Annex 2. Said document will be presented in printed format.
- 1.9 **Qualification of the Economic Proposal and Bid Award.** - The Bid Award will be awarded to the Bidder who presents the Economic Proposal with the highest price, as long as it is higher than the Base Price.

2. **GENERAL CONDITIONS**

In the following sections, the minimum conditions that will govern the preparation of the Proposals that the Prequalified Bidders decide to present are defined.

The Proposals will make up the contractual relationship with the Buyer/Developer and will be binding according to the scope expressed in the Purchase and Sale Contract and the Investment Contract.

- 2.1 **Applicable regulations.** - The Awardee must execute the Investment Contract complying with all pertinent regulations, current or future, related to the planning, authorization, construction, operation and commercialization of the Project.
- 2.2 **Preliminary mandatory technical criteria.** - Bidders must submit an Affidavit in which they undertake to comply with the following documents and regulations, as well as their amendments:
- (i) Ordinance No. 2103 of the Metropolitan Municipality of Lima, which approves the proposal for the organization and physical-spatial structuring of the Pampas de Ancón and Piedras Gordas of the Ancón district (May 2018).
 - (ii) Ordinance No. 2281 of the Metropolitan Municipality of Lima, which approves the specific regulations and urban and building parameters of the Industrial Park-1 PI1 zoning typology and modifies the zoning plan of the Ancón district, approved by Ordinance No. 2103-MML (Specific Norms and Urban and Building Parameters of the PIA).
 - (iii) Zoning of Special Industrial Regulation (ZREi), for the land, approved by Ordinance No. 2103 of the Metropolitan Municipality of Lima.
 - (iv) Norms and regulations established by the National Water Authority (ANA), in relation to the use of the water resources of the Ancón Bay for the desalination of water and its industrial or potable use.
 - (v) Legislative Decree No. 1280 that regulates the purchase and sale of wastewater by the entities that provide local or regional sanitation services (EPS) and its regulations, if applicable.

Likewise, in said declaration, each Bidder will expressly undertake to guarantee the supply levels of urban services required by Applicable Laws and Provisions, correct accessibility, and the uses and activities in

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accordance with the aforementioned documents, including what is established in Annex 1 on Infrastructures and Services of the Investment Contract.

2.3 Urban and building parameters. - The infrastructure to be built must comply with the urban and building parameters in force in accordance with the Applicable Laws and Provisions.

2.4 Content of the Technical Proposal. -

2.5 Affidavit of commitment regarding urban regulation regulations, including the provisions indicated in section 2.2 above, and regarding investment objectives, in terms of service levels and standards, in accordance with the provisions of the Investment Contract. This, according to the format contained in Appendix 2 a) of this Annex 2.

2.5 Content of the Economic Proposal.

Land purchase offer

A letter will be submitted, according to the format of Appendices 3 a) of Annex N ° 2, in which the firm and irrevocable offer of the amount for which the entire Land will be purchased is made. The amount to be offered will be presented in dollars of the United States of America on the date of presentation of the proposal.

3. SPECIFIC CONDITIONS

The Awardee and/or Buyer and/or Developer undertakes not to use the Land differently than that intended for an industrial park, and must ensure that the use of the lots that make up the industrial park (either by transfer of ownership or via lease or any other legal form) respects the continuity of said obligation.

The maximum term for the execution and completion of the infrastructures and services is contained in Annex 1 of the Investment Contract.

4. PREQUALIFICATION REQUIREMENTS

In order to comply with the prequalification requirements, the following must be observed:

4.1 Technical Requirements: The participant, or at least one member of the consortium, must prove participation in the promotion or development of equivalent projects:

- Proof of having developed industrial or logistics land projects (or both) over the last 10 years for a total area of at least 142.9 Ha. For these purposes, having been the promoter or builder of the project will be considered development.
- Failing that, having developed mixed land projects, which include industrial or logistics land, for at least 50% of the total area of the PIA, (669.11 Ha.), In the last 10 years
- For the above, you must present a document that proves said experience, which may be, among others:



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- Execution certificates in the case of projects carried out for third parties, stating the project, surface area and completion date.
- Work contracts and/or certificate of completion of work, specifying project and completion date and surface.
- Construction license and completion certificate.
- Registration in official registers of developed industrial land.

All those participants or consortiums that do not meet the above requirements will not be prequalified.

4.2 Financial Requirements: The individual Participant, or all the members of the consortium, must submit the necessary financial documentation that supports and demonstrates a financial condition that allows compliance with all the investment and development commitments of the PIA

To this end, the Participant must submit the following documentation:

- Individual unconsolidated financial statements audited by the external auditor corresponding to the closing of fiscal year 2017.
- Individual unconsolidated financial statements audited by the external auditor corresponding to the closing of fiscal year 2018.
- Individual unconsolidated financial statements audited by the external auditor corresponding to the closing of fiscal year 2019.

If a Participant does not present the financial statements in compliance with the conditions indicated therein, said Participant will not be prequalified.

The exchange rate to be used in case the financial statements are in Soles will be taken from the weighted average exchange rate data published by the Superintendence of Banking, Insurance and AFP's (SBS) for December 31 of the corresponding year or , if there is no quotation for that day, the nearest immediately preceding day.

Financial Capacity

The individual or consortium Participant must demonstrate a stockholders' equity of at least US \$ 80,000,000 (Eighty million and 00/100 United States dollars) in fiscal year 2019.

The foregoing will be carried out based on the audited financial statements presented and by presenting the format contained in Appendix 1 d) of Annex 2. If the Participant is a consortium that brings together more than one company, the stockholders' equity of each of them will be weighted according to the following formula:

$$CC = C_1 * P_1 + C_2 * P_2 + \dots + C_n * P_n$$



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Where:

CC: It is the average of the equity value of a Consortium that will be considered to determine whether or not the minimum requested of US \$ 80,000,000 is met.

C: It is the value of the stockholders' equity of the fiscal year 2019 according to the audited individual financial statements of each member company of the same consortium.

P: It is the percentage of participation in the Consortium of each member of this.

n: It is the number of participants in the consortium.

If the Participant or Consortium does not reach the aforementioned minimum level of stockholders' equity with the unconsolidated individual financial statements but through consolidated financial statements of the Participant or member or members of the Consortium or its parent companies, achieves the level of stockholders' equity requested, it must present, in addition to the individual unconsolidated financial statements for the requested years, the annual consolidated financial statements of the company, or its parent,² audited by an external auditor for the years 2017, 2018 and 2019. In this case, the components "C " of the formula presented above will represent the stockholders' equity for the year 2019 in accordance with the audited consolidated financial statements of the company or its parent. The financial statements must be audited and cover the full period requested and presents the documentation that proves their membership in the parent company. In the event that the Participant or Consortium does not reach the aforementioned minimum level of stockholders' equity, it will not be prequalified.

In case of proving solvency through consolidated statements, a firm commitment from the parent must be provided to provide the company that is submitted to the Bidding with the necessary resources to comply with the requirements established in the Bidding Terms prior to signing the contract, constituting said contribution in suspensive condition of the contract.

In the event of being Awardee, the Participant or Consortium must individually meet the financial capacity requirement, that is, it must ensure that it increases its stockholders' equity to meet this requirement without having to refer to consolidated financial results or those of its parent company.

Sales Level

The individual or Consortium Participant must demonstrate a level of annual sales or invoicing of at least US \$ 32,000,000.00 (Thirty-two million and 00/100 of United States dollars) during the 2 fiscal years prior to the current fiscal year as of the date of submission of the Proposals that the Prequalified Bidders decide to present.

The foregoing will be done based on the financial statements presented and the presentation of the content in Appendix 1 d) of Appendix 2.

If the Participant is a Consortium that brings together more than one company, the billing amount of each of them will be weighted according to the following formula:

$$VE = V_1 * P_1 + V_2 * P_2 + \dots + V_n * P_n$$

Where:

² Provided that it proves that it is a parent company with participation and management in the related company.



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VE: It is the average of the sales amounts of a Consortium that will be considered to determine whether or not the minimum of US \$ 32,000,000.00 (thirty-two million and 00/100 of United States dollars) is met.

V: It is the highest sales amount reached in the 2 previous fiscal years referred to above for each member of the same Consortium.

P: It is the percentage of participation in the Consortium of each member of this.

n: It is the number of participants in the Consortium.

If the Participant or Consortium does not reach the aforementioned minimum sales, it will not be prequalified.



ANNEX 2

CONTENT AND FORM OF PRESENTATION OF ENVELOPES

1. Content of Envelope Nº 1 – Prequalification Proposal

- 1.1. Letter of Presentation of the Bidder and Affidavit of Reliable Information, according to the format contained in Appendix 1 a) of this Annex 2.
- 1.2. Copy of the proof of payment for the Right of Participation, in the name of the Participant, or one of the members in the case of a Consortium; in accordance with the provisions of Section 4.6 of the Bidding Terms.
- 1.3. Copy of the documentation that certifies the powers of the Participant's Legal Representative; according to the provisions of section 5.2.1 of the Bidding Terms.
- 1.4. Simple copy of the statute currently in force or equivalent instrument issued by the competent authority in its country of origin, whether of the Participant or, in the case of a Consortium, of each of its members.
- 1.5. Affidavit of Non-Existence of Impediments, in accordance with the model contained in Appendix 1 b) of this Annex 2.
- 1.6. In the case of Consortium, in addition to the aforementioned sworn statement, the Association Commitment Letter will be presented, in accordance with the model in Appendix 1 c) of this Annex 2 that must be signed by each of the Legal Representatives of the Members in which they express their intention to participate in the Consortium and that they have sufficient powers to sign the aforementioned commitment.

1.7. Technical Requirements:

The participant, or at least one member of the consortium, must prove participation in the promotion or development of equivalent projects:

- Proof of having developed industrial or logistics land projects (or **both**)³ over the last 10 years for a total area of at least 142.9 Ha. For these purposes, having been the promoter or builder of the project will be considered development.
- Failing that, having developed mixed land projects, including industrial or logistics, for at least 669.11 Ha in the last 10 years.

For the aforementioned, a document that certifies said experience must be presented, which may be, among others:

³ Industrial or logistics land is understood as any land intended for the location and operation of productive establishments or for the transformation of products, according to the guidelines of Supreme Decree No. 005-2020-PRODUCE, which approves the "National Strategy for Development of Industrial Parks".

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- Execution certificates in the case of projects carried out for third parties, stating the project, surface area and completion date.
- Work contracts and / or certificate of completion of work, specifying project and completion date and surface.
- Construction license and completion certificate.
- Registration in official registers of developed industrial land.

All those participants or consortia that do not comply with the previous requirements will not be prequalified.

1.8. Financial Requirements:

- a) The unconsolidated individual financial statements audited by the external auditor corresponding to the closing of fiscal years 2017, 2018 and 2019 will be presented.
- b) In case of accrediting the financial capacity with audited consolidated financial statements of either the Participant or its parent at the end of fiscal years 2017, 2018 and 2019, these, together with documentation that proves the Participant's membership in its parent.
- c) Format contained in Appendix 1 d) of this Annex N ° 2 that certifies the financial capacity and level of sales, required in the Terms of Reference (Annex N ° 1).

1.9. Affidavit according to Annex 2 - Appendix 1 a), in which the Bidder, in the event of being the awardee, undertakes to physically send the documents that make up Envelope No. 1, if applicable. The signature of this form must be notarized or have the corresponding apostille.

2. Content of Envelope N° 2 – Technical Proposal

2.1 Affidavit of commitment regarding urban normativity of regulations, including the provisions indicated in section 2.2 of Annex N ° 1 (Terms of Reference), and regarding investment objectives, in terms of levels and standards of service, according to what is stated in the Investment Contract. This, according to the format contained in Appendix 2 a) of this Annex 2.

2.2 Proposal Seriousness Guarantee according to format contained in Annex 3.

3. Content of Envelope N° 3 – Economic Proposal

3.1 Letter of presentation of the land Price according to format contained in Appendix 3 a) of this Annex 2.



ANNEX 2 - Appendix 1 a)

(Ref. Section 1.: Content of Envelope N° 1 – Prequalification Proposal)

FORMAT OF LETTER OF PRESENTATION OF THE BIDDER AND AFFIDAVIT OF RELIABLE INFORMATION

Lima,

Messieurs:

Private Investment Promotion Agency

PROINVERSIÓN

Present. -

Reference: Public Bidding –Promotion Process of Private Investment of the Ancón Industrial Park Project.

Of our consideration:

We hereby inform you of our decision to participate in the reference bidding, unconditionally submitting to the terms and conditions and the rules established in the respective Bidding Terms, for which we enclose Envelope No. 1 or the corresponding Prequalification Proposal, with the requested documents and requirements.

In the same way, we declare under oath that the documents that comprise Envelope N ° 1 that we accompany and that is being presented virtually, have been signed on their physical support, solely by us, [insert name of Legal Representative 1], Identified with Identity Document N ° [insert document number] and / or, [indicate name of Legal Representative 2], identified with Identity Document N ° [insert document number], Legal Representative (s) of the Bidder .

Likewise, we declare under oath that all the information and documentation presented virtually in Envelope N ° 1, to prove our existence, capacity and experience, is truthful, reliable and corresponds to the original documents or legalized copies that we keep in our possession and we assume administrative and criminal responsibility if false or inaccurate documents sent virtually are detected.

Additionally, we declare that, in the event of being awarded this Tender, we will present physically and within the term and manner indicated by the Project Director, the original documents or legalized copies, as appropriate, which were scanned to form Envelope No. 1, presented through the virtual intake desk.

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

Cordially yours,



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Entity
 Participant

Name
 Legal Representative of Participant

Signature
 Legal Representative of Participant



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ANNEX 2 – Appendix 1 aa)

(Ref. Section 12.1 Closing)

FORMAT OF LETTER OF VALIDITY OF BIDDER INFORMATION AND AFFIDAVIT OF RELIABLE INFORMATION

Lima,

Messieurs:
Private Investment Promotion Agency
PROINVERSIÓN
Present. -

Reference: Public Bidding –. Promotion Process of Private Investment of the Ancón Industrial Park Project.

Of our consideration:

Having been awarded with the successful bid of the bidding in reference, we hereby inform you and declare under oath that all the information, declarations, certifications and, in general, all the documents contained in Envelope No. 1 to prove our existence , capacity and experience or, in Envelope Nº 2, delivered in this Public Bidding, they remain current and are reliable.

Cordially yours,

Entity
Participant
Name
Legal Representative of Participant
Signature
Legal Representative of Participant



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ANNEX 2 - Appendix 1 b)

(Ref. Section 1.: Content of Envelope Nº 1 – Prequalification Proposal)

AFFIDAVIT OF NON-EXISTENCE OF IMPEDIMENTS

Lima,

Messieurs:

Private Investment Promotion Agency

PROINVERSIÓN

Present. -

Reference: Public Bidding – Promotion Process of Private Investment of the Ancón Industrial Park Project

We hereby declare under oath that _____ (name of the Participant or its members in the case of Consortium), as well as its shareholders and partners of the latter, if applicable:

1. We are not within the scope of Article 1366º of the Civil Code.
2. We have no impediment (s) to contract with the State, in accordance with the provisions of Law No. 30225, the State Contracting Law, or a regulation that replaces it.
3. We are not involved in impediments established by norms with the force of law.
4. We have not ceased to be a party, due to non-compliance, in any Public Private Association contract or Active Projects. We extend this statement to the Strategic Partner and / or those who have exercised control of the investor at the time of the resolution of the respective contract.
5. We waive the invocation or exercise of any diplomatic or other privilege or immunity.
6. We renounce to present any claim through diplomatic channels and any right of compensation or any other in relation to any claim that may be filed by or against the Republic of Peru, PRODUCE, PROINVERSIÓN, the PROINVERSIÓN Committee and the Advisors, under the Peruvian law or under any other legislation with respect to our obligations regarding the Bidding Terms, our Proposal and/or the Purchase Contract and the Investment Contract.
7. That our legal and technical advisers have not provided any type of services in favor of the PROINVERSIÓN Committee, during the development of this process, be it full-time, part-time or of an occasional type related to the investment promotion process private in reference.
8. We have no direct or indirect interest in any other Participant.
9. We have not acknowledged or confessed to having committed acts of corruption.
10. We will conduct ourselves at all times in accordance with the ethical and anti-corruption regulations and consequently we accept that the violation of these will lead to our elimination in this Bidding and in case we are favored with the successful bid of the Bidding upon termination of the Purchase and Sale Contract and the Investment Contract, without prejudice to any legal actions that may arise.

Place and date:, 2020.

Entity (Participant)

NameLegal Representative of Participant

SignatureLegal Representative of Participant



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ANNEX 2 – Appendix 1 c)

(Ref. Section 1.: Content of Envelope Nº 1 – Prequalification Proposal)

ASSOCIATION COMMITMENT LETTER IN CASE OF CONSORTIUM

Lima,

Messieurs:
Private Investment Promotion Agency
PROINVERSIÓN
Present. -

Reference: Public Bidding – Promotion Process of Private Investment of the Ancón Industrial Park Project

We hereby declare under oath:

1. That,,, .. (Name / Company name of each one of the members of the Consortium) have been associated through a consortium for the purposes of participating in the Public Tender.
2. **That**,,, (Name / Company name of each of the members of the Consortium) are companies incorporated in accordance with the legislation of and maintain their existence.
3. That the percentage participation of each one of the members of the Consortium is the following:

Member (Denomination/Business Name)	Participation % in the Consortium
	%
	%
	%
Total:	100 %

4. That,,, (Denomination / Company name of each one of the members of the Consortium) are jointly and indivisibly liable to the Peruvian State, PRODUCE, PROINVERSIÓN, PROINVERSIÓN Committee and in general with respect to any public entity that intervenes in the Bidding or in the Purchase and Sale Contract or in the Investment Contract, with respect to each and every one of the obligations assumed and sworn statements presented in relation to the Bidding, according to the provisions of the Bidding Terms.



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- 5. That, (Name / Company name of each of the members of the Consortium) we designate as our common Legal Representative Mr., identified with and Mr., identified with
6. That, (Name of each of the members of the Consortium) we indicate as domicile of the Consortium in Peru the following:

Place and date:, 2020.

Entity Participant (Consortium)
Name Legal Representative of Participant
Signature Legal Representative of Participant

Member 1 Denomination of Member 1
Name Legal Representative of Member 1
Signature Legal Representative of Member 1

Member 2 Denomination of Member 2
Name Legal Representative of Member 2
Signature Legal Representative of Member 2

Member 3 Denomination of Member 3
Name Legal Representative of Member 3
Signature Legal Representative of Member 3



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ANNEX 2 – Appendix 1 d)

(Ref. Section 1.: Content of Envelope Nº 1 – Prequalification Proposal)

FORMAT TO CREDIT THE FINANCIAL CAPACITY AND LEVEL OF SALES, REQUIRED IN THE TERMS OF REFERENCE

Date:

Public Bidding – Promotion Process of Private Investment of the Ancón Industrial Park Project

Bidder (s):

Stockholders' equity at the end of 2019	USD
Higher Sales (year ____)	USD

In its case, information with consolidated financial statements (if not applicable, put NOT APPLICABLE)

Stockholders' equity at the end of 2019	USD
Higher sales (year ____)	USD

In its case, information with consolidated financial statements (if not applicable, put NOT APPLICABLE)

	Company or individual 1	Company or individual 2	Company or individual n
Stockholders' equity at the end of 2019	USD	USD	USD
Higher sales	USD (year)	USD (year)	USD (year)
Percentage of participation in consortium			



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In case of consortia please specify:

Table with 4 columns: Company or individual 1, Company or individual 2, Company or individual n, and a blank column. Rows include Stockholders' equity at the end of 2019, Higher sales, and Percentage of participation in consortium.

Place and date:, 2020.

Entity
Denomination of Participant
Name
Legal Representative of Participant
Signature
Legal Representative of Participant

In case of consortia:

Entity
Participant (Consortium)
Member 1
Denomination of Member 1
Name
Legal Representative of Member 1
Signature
Legal Representative of Member 1
Member 2
Denomination of Member 2
Name
Legal Representative of Member 2
Signature
Legal Representative of Member 2
Member 3
Denomination of Member 3
Name
Legal Representative of Member 3
Signature
Legal Representative of Member 3



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +

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ANNEX 2 – Appendix 1 e)

(Ref. Section 6.2.1.: Access to Data Room)

CONFIDENTIALITY AGREEMENT

Lima,

Messieurs:

Private Investment Promotion Agency

PROINVERSIÓN

Present. -

Reference: Public Bidding – Promotion Process of Private Investment of the Ancón Industrial Park Project

I. Confidentiality Commitment

We hereby commit to the following:

To maintain confidentiality regarding all the information obtained, not to disclose any material or information to third parties without the prior written authorization of the Project Director, not to use the information for any other purpose that is not related to the Public Tender and not to use the information in any way that could generate conflicts with the interests of the State, its officials or agencies, PRODUCE and PROINVERSIÓN.

The information obtained will be made available to our staff, executives and consultants, for reasons related to the Bidding process. Said personnel will be aware of this agreement and will also be obliged to maintain confidentiality regarding the aforementioned information. We will take all reasonable actions to prevent the disclosure of any information to anyone, without the prior written consent of the Project Director.

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

We accept that neither the Peruvian State, its officials or agencies, nor PRODUCE, nor PROINVERSIÓN, nor its officials, nor the PROINVERSIÓN Committee, nor its advisers or members, are declaring or guaranteeing, expressly or implicitly, the accuracy, reliability or totality of the information made available to us and that none of these parties or their respective directors, officers, employees or representatives will be liable to us or to any other person as a result of the use of such information and / or materials. We agree to make our own decisions regarding the information made available to us and we acknowledge that we will not depend on or be induced by such information when deciding our intent in relation to the Bidding process.

We accept that none of the information provided, any material, discussion, negotiation or other related matters constitutes an offer by the Project Director, and that they will not serve as a basis or be taken into account in connection with any agreement, except when it has been expressly agreed in writing with the Project Director.



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

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

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

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

II. Acceptance of limits on responsibility for information received

We hereby declare that we know and accept the following:

We base our decision to present our Technical Proposals and Economic Proposals, based on our own investigations, examinations, inspections, visits, studies, interviews and others. In this sense, it is our obligation and responsibility to review and evaluate the particular characteristics of the future administration and operation of the projects subject to the Bidding, as well as of any activity to be carried out or linked to the lots to be transferred.

The Peruvian State or any dependency of it; PRODUCE, PROINVERSIÓN; The PROINVERSIÓN Committee, the Project Director do not guarantee, either expressly or implicitly, the totality, integrity, reliability, or veracity of the information provided. Consequently, the aforementioned parties, or their representatives, cannot be held responsible for the use that may be made of said information or for any inaccuracy of this information, for its lack, for its non-use or for any other reason.

The limitation enunciated in the previous paragraph reaches to the effectively known information, to the not known information and to the information that at some point should have been known, including the possible errors or omissions in it incurred by the Peruvian State or any agency, entity or official of this, PRODUCE, PROINVERSIÓN, the PROINVERSIÓN Committee, the Project Director and advisers.

The appointment of Authorized Agents, Legal Representatives or the signing of this Affidavit, constitutes the acceptance by the interested Bidder of the provisions therein, as well as their irrevocable and unconditional resignation of any action, claim, demand, complaint or request compensation against the Peruvian State or any agency, entity, official or employee thereof, PRODUCE, PROINVERSIÓN, the PROINVERSIÓN Committee, the Project Director and advisers.

Place and date:, 2020.

Entity
Denomination of Participant



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
“Año de la Universalización de la Salud”

Name
Legal Representative of Participant
Signature
Legal Representative of Participant

In case of Consortia:

Entity
Participant (Consortium)

Member 1
Denomination of Member 1
Name
Legal Representative of Member 1
Signature
Legal Representative of Member 1

Member 2
Denomination of Member 2
Name
Legal Representative of Member 2
Signature
Legal Representative of Member 2

Member 3
Denomination of Member 3
Name
Legal Representative of Member 3
Signature
Legal Representative of Member 3



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
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ANNEX 2 – Appendix 2 a)

(Ref. Section 2.: Content of Envelope Nº 2 –Technical Proposal)

AFFIDAVIT OF COMPLIANCE

Reference: Public Bidding - Promotion Process of Private Investment of the Ancón Industrial Park Project

We hereby declare under oath that, without prejudice to compliance with Applicable Laws and Provisions, we undertake to comply with the following documents and regulations, as well as their amendments:

- i. Ordinance No. 2103 of the Metropolitan Municipality of Lima, which approves the proposal for the physical-spatial organization and structuring of the Pampas de Ancón and Piedras Gordas in the Ancón district (May 2018).
ii. Ordinance No. 2281 of the Metropolitan Municipality of Lima, which approves the specific regulations and urban and building parameters of the Industrial Park-1 PI1 zoning typology and modifies the zoning plan of the Ancón district, approved by Ordinance No. 2103-MML (Specific Norms and Urban and Building Parameters of the PIA).
iii. Zoning of Special Industrial Regulation (ZREi), for the land, approved by Ordinance No. 2103 of the Metropolitan Municipality of Lima.
iv. Norms and regulations established by the National Water Authority (ANA), in relation to the use of the water resources of Ancón Bay for the desalination of water and its industrial or potable use.
v. Legislative Decree No. 1280 that regulates the purchase and sale of wastewater by the entities that provide local or regional sanitation services (EPS) and its regulation, if applicable.

In this way, we expressly undertake to guarantee the supply levels of urban services, the correct accessibility and the uses and activities in accordance with the aforementioned documents, as well as to abide by the current regulations necessary for the correct execution of the Investment Contract. Sectors referring to housing activities or others not compatible with the PIA will not be allowed.

Likewise, we undertake to comply with the investment obligations in the PIA, in relation to the availability of minimum levels and standards of service, in accordance with the provisions of the Investment Contract, and its annexes, including Annex 1 of the Investment Contract referred to Infrastructures and Services.

Place and date:, 2020.

Entity
Denomination of Participant
Name
Legal Representative of Participant
Signature
Legal Representative of Participant

In case of Consortia:



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
“Año de la Universalización de la Salud”

Entity
Participant (Consortium)

Member 1
Denomination of Member 1

Name
Legal Representative of Member 1

Signature
Legal Representative of Member 1

Member 2
Denomination of Member 2

Name
Legal Representative of Member 2

Signature
Legal Representative of Member 2

Member 3
Denomination of Member 3

Name
Legal Representative of Member 3

Signature
Legal Representative of Member 3



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
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ANNEX 2 – Appendix 3 a)

(Ref. Section 3.: Content of Envelope Nº 3 – Economic Proposal)

MODEL OF PRESENTATION LETTER OF THE LAND PRICE

Lima,

Messieurs:

**Special Investment Committee in
Education, Health, Justice, Tourism, Real Estate and
Capital Market and Other Sectors or Public Companies -
PRO SOCIAL +
Present .-**

Reference: Public Bidding –Promotion Process of Private Investment of the Ancón Industrial Park Project

Of our consideration:

Hereby, we, ***** PREQUALIFIED PARTICIPANT *****, undertake to pay on the Closing Date, the sum of US \$ (..... and UNITED STATES DOLLARS OF AMÉRICA) for the land owned by PRODUCE, with an area of 13'382,257.00 m2 (1,338.22 ha) located between kilometers 45 + 850 to 50 + 750 of the Panamericana Norte highway, district of Ancón, province and department of Lima, whose area is registered in Electronic Certificate No. 13409092 of the Lima Registry Office; in accordance with the conditions set forth in the Bidding Terms and the respective Purchase and Sale Contract.

The aforementioned terms have the meaning given to them in the Bidding Terms and the Purchase and Sale Contract.

We declare to know that our Economic Offer will be incorporated into the Purchase and Sale Contract in all its terms and conditions and without any exception and that it has the character of an affidavit.

Bidder
Prequalified Participant
Name
Legal Representative of Prequalified Participant
Signature
Legal Representative of Prequalified Participant

(1) The Economic Proposal must be expressed with up to two decimal places.



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“Año de la Universalización de la Salud”

ANNEX 3

PROPOSAL SERIOUSNESS GUARANTEE FORMAT

Lima,

Messieurs:

Private Investment Promotion Agency

PROINVERSIÓN

Present.-

Reference: Public Bidding – Promotion Process of Private Investment of the Ancón Industrial Park Project

Letter of guarantee N° _____

Expiration: _____

Of our consideration:

We hereby and at the request of our client, gentlemen constitute this joint and several, unconditional, irrevocable bond, without benefit of excussio, nor division and automatic realization, up to the sum of US \$ (..... .. 00/100 United States Dollars) in favor of PROINVERSIÓN, to guarantee the validity, effectiveness and seriousness of the Proposals presented by our client of agreement with the terms and conditions established in the Public Bidding Terms - Private Investment Promotion Process of the Ancón Industrial Park Project, including the signing of the Purchase and Sale Contract, the signing of the Investment Contract, the veracity of the data or in the information presented, the absence of impediments to be bidders and the fulfillment of the other obligations assumed by him for the Closing Date.

Likewise, we state that this guarantee will be effective in the event that our client is declared Awardee by the Special Committee on Investment in Education, Health, Justice, Tourism, Real Estate and Capital Market Projects and Other Sectors or public companies - PRO SOCIAL + and does not comply with its obligations on the Closing Date of the aforementioned Bidding.

Payment will be made at the sole request of the PROINVERSIÓN Executive Director, or whoever takes his place, and any delay on our part to honor it will accrue an interest equivalent to the maximum LIBOR rate for one year plus a spread (spread) of 3%.

The LIBOR rate will be that established by the daily Cable Reuter that is received in Lima at 11:00 a.m. from the date on which the payment request was received through a notarial channel, and interest must accrue from the date on which compliance is required and until the effective date of payment.

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

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



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
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The period of validity of this Guarantee will begin on the date of presentation of the Economic Offer and until the day of of the year

The terms used in this Bond have the same meaning as the terms defined in the Bidding Terms of the reference bidding.

Cordially yours,

Signature
Name
Banking Entity

(The terms of the Bond Letter must be substantially the same as in this format).



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ANNEX 4

FORMAT OF THE INVESTMENT CONTRACT PERFORMANCE BOND GUARANTEE

Lima,

Messieurs:
Ministry of Production
PRODUCE
Present.-

Reference: Public Bidding - Promotion Process of Private Investment of the Ancón Industrial Park Project.

Letter of guarantee N° _____
Expiration: _____

Of our consideration:

We hereby and at the request of our client, gentlemen (name of the legal entity) (hereinafter the BUYER / DEVELOPER) constitute this joint, unconditional, irrevocable bond, without benefit of excussio, or division and automatic realization, up to the sum of US \$ 30'000,000.00 (Thirty million and 00/100 United States Dollars) in favor of the Ministry of Production - PRODUCE, to guarantee the correct and timely fulfillment of each and every one of the obligations of THE BUYER / DEVELOPER contained in the Investment Contract or in the Purchase and Sale Contract, signed by our client derived from the reference bidding.

The payment of this bond will be made effective automatically and without the need for a subsequent act by you, upon receipt of a written request to that effect from the Entity Holder, or whoever acts in his place, stating that the BUYER/DEVELOPER has not fulfilled any of the obligations that are guaranteed by this document. Said request must be made through a notarial channel.

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

Our obligations under this bond will not be affected by any dispute between PROINVERSIÓN, PRODUCE, or any entity of the Government of Peru and our clients.

Any delay on our part to honor it will accrue interest equal to the maximum LIBOR rate for one year, plus a 3% spread. The LIBOR rate will be that established by the daily Cable Reuter that is received in Lima at 11:00 a.m. from the date on which the payment request was received through a notarial channel, and interest must accrue from the date on which compliance is required and until the effective date of payment.



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
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This bond will be in force since....., until , inclusive.

Cordially yours,

Signature
Name
Banking entity

(The terms of the Bond Letter must be substantially the same as in this format).



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ANNEX 5

FORMAT OF CHALLENGE GUARANTEE OF THE BID AWARD

Lima,

Messieurs:
Private Investment Promotion Agency
PROINVERSIÓN
Present.-

Reference: Public Bidding – Promotion Process of Private Investment of the Ancón Industrial Park Project.

Letter of guarantee N° _____
Expiration: _____

Of our consideration:

We hereby and at the request of our clients, gentlemen, constitute joint, unconditional, irrevocable bond , without benefit of excussio, or division and automatic realization, up to the amount of US \$ 2,295,873.00 (Two million two hundred ninety-five thousand eight hundred seventy-three with 00/100 dollars of the United States of America) in favor of PROINVERSIÓN to guarantee our bondholders in the payment of that sum in any of the cases indicated in this letter of guarantee.

This bond will have a validity period from its presentation and for a period of no less than sixty (60) business days counted from the date of its presentation and will be effective in the event that a) the corresponding agreement (express or notional) of the PROINVERSIÓN Committee declares unfounded or inadmissible the appeal for reconsideration presented by our client and, against said agreement, the respective appeal is not presented within the period established in paragraph 8.3, thus being consented; b) the Board of Directors of PROINVERSIÓN confirms the express or fictional agreement of the PROINVERSIÓN Committee, which declared the appeal filed by our client unfounded or inadmissible; or, c) our client withdraws his reconsideration or appeal.

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

It is expressly agreed that for us to proceed to honor this bond, a simple request made through a notarial channel in our offices located at the address indicated below will suffice.

We promise to pay the full amount of the deposit within a maximum period of 24 hours, counted from the date of receipt of the corresponding notarial letter of request.



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
“Año de la Universalización de la Salud”

Any delay on our part in honoring it will give rise to the payment of compensatory interest in your favor, which will be calculated on the maximum LIBOR rate for one year, plus a Spread margin of 3%.

The LIBOR rate will be that established by the daily Cable Reuter that is received in Lima at 11:00 a.m. from the date on which the request for payment was received through a notarial channel, and interest must accrue from the date on which the honoring of this bond is required and until the effective date of payment.

Cordially yours,

Signature
Name
Banking entity

(The terms of the Bond Letter must be substantially equal to this format)

**ANNEX 6****BIDDING SCHEDULE**

The dates of activities of the Schedule are the following:

Activity	Deadline
Call	D
Bidding Terms	
Publication of the Bidding Terms in the web page	D
Consultations to the Bidding Terms	Until 60 days after the previous activity
Responses to the round of consultations with the Bidding Terms	Until 15 days after the previous activity
Prequalification	
Participation Right Payment	Until 1 day before the presentation of Envelope N° 1
Credentials presentation of stakeholders (Envelope N°1)	Until 3 days after the delivery of the VFC by the Board of Directors
Correction to observations formulated in documentation contained in Envelope N°1	Until 5 days after the notification of observations to Envelope N° 1
Individual announcement of Prequalification result	Until 5 days after the previous activity
Contract	
Delivery of First Contract Project	D
Bidders suggestions to the First Contract Project	Until 70 days after the previous activity
Delivery of the final version of the Contract approved by PROINVERSIÓN Board of Directors.	The following day of the approval by the Board of Directors
Presentation of Proposals	
Presentation and Opening of Envelopes N° 2 and N° 3 (Technical and Economic Proposals) and Bid Award	Until 15 days after the previous activity
Closing Date	Will be communicated through Circular

PROINVERSIÓN may modify the dates of the Schedule at any time, which will be communicated via Circular to the Participants, Prequalified Participants or Bidders, as appropriate.

Rules about deadlines

For the purposes of the documents and communications related to the Bidding that must be delivered to the physical intake desk of PROINVERSIÓN, located at Av. Enrique Canaval Moreyra No. 150, First Floor, San Isidro - Lima, Peru, the Day begins at 09: 00 hours and expires at 17:00 hours from the city of Lima - Peru.



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“Año de la Universalización de la Salud”

In the case of documents and communications that must be presented through the virtual intake desk (mesadepartsvirtual@proinversion.gob.pe), the maximum time of the Day for their presentation will expire at 5:00 p.m. Lima - Peru. Documents or communications that have been received after 5:00 p.m. from Lima-Peru, will be considered presented the following day.

**ANNEX 7****BANKING COMPANIES AUTHORIZED TO ISSUE THE GUARANTEES ESTABLISHED IN THE BIDDING TERMS**

The list of banking companies is composed by:

1. BBVA Banco Continental.
2. Banco de Crédito del Perú - BCP.
3. Banco Interamericano de Finanzas – BANBIF.
4. Scotiabank Perú S.A.
5. Citibank Perú S.A.
6. Interbank.
7. Banco Santander Perú.
8. ICBC PERU BANK
9. MIBANCO
10. Banco GNB Perú
11. Financiera Crediscotia.

Likewise, the national banks authorized to issue letters of guarantee will be those that hold the minimum rating of CP-1, category 1, CLA-1 or EQL-1 for short-term obligations; category A for financial strength; and, category AA for long-term obligations. These classifications must be in force at the time of submitting the letters of guarantee and be granted by at least two risk classifiers recognized and accredited in Peru.

INSURANCE COMPANIES

Local insurance companies authorized to issue letters of guarantee will be those that are authorized by the Superintendence of Banking and Insurance and AFPs (SBS) and have a minimum rating of A, for financial strength.

In this sense, the list of insurance companies that have the minimum qualification indicated in the preceding paragraph is made up of the following list:

- AVLA PERU Compañía de Seguros S A (antes AVAL PERU COMPAÑÍA DE SEGUROS S.A)
- MAPFRE Perú Compañía de Seguros y Reaseguros
- Rímac Seguros y Reaseguros
- SECUREX Compañía de Seguros de Crédito y Garantías S.A.
- INSUR S.A. Compañía de Seguros
- LA POSITIVA Compañía de Seguros y Reaseguros S.A.
- CHUBB PERÚ S.A. Compañía de Seguros y Reaseguros



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“Año de la Universalización de la Salud”

ANNEX 8

INTERNATIONAL FINANCIAL INSTITUTIONS AUTHORIZED TO ISSUE THE GUARANTEES ESTABLISHED IN THE BIDDING TERMS

1. First Category Foreign Banks:

First category foreign banks included in the list approved by the Central Reserve Bank of Peru (BCRP) through Circular 028-2020-BCRP of October 13, 2020 or the regulation that replaces it will be taken into account.

2. International Financial Entities:

Any international financial entity with investment grade, that has a risk classification no lower than the classification of Peruvian sovereign debt corresponding to foreign currency and long-term, assigned by one of the international risk classification entities that classify the Republic of the Peru.

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

The letters of guarantee from first category foreign banks and international financial entities must be confirmed by one of the national Banking Companies indicated in Annex 7.



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ANNEX 9.

DATA ROOM DOCUMENTS

Data Room Content

Category	Documentation
Project information	Urban Conceptual Master Plan
	Infrastructure Conceptual Master Plan
	Transportation Conceptual Master Plan
	Executive presentation of the project
	Estimated demand study of industrial real estate products in the PIA
Property information	Risk evaluation study by disasters and mitigation strategies
	Risk maps of disasters in the property
	Soil mechanical study
	Soil study with purposes of urban and industrial occupation
	Geophysical studies of vertical electrical sounding
	Topographic survey of the property
	Computerized drawing files associated to topographic survey
Legal Framework	Identification and analysis study of supply sources of water for industrial consumption.
	Resolution that approves the free interstate property in favor of the Ministry of Production.
	Certificate of non-existence of archaeological remains on the property
	Organization and physical-spatial structuring of the Pampas de Ancón and Piedras Gordas of the District of Ancón
Bidding information	Specific regulations and urban and building parameters of the Industrial Park Zoning
	Publication of the call
	Bidding Terms and Annexes
	Contract model
	Mechanism for participation right payment
	Bidding Calendar of activities
Program of visits to the property	



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ANNEX 10.

**LIST OF NATURAL OR LEGAL PERSONS WHO HAVE RENDERED SERVICES TO PROINVERSIÓN, FOR THIS
PROCESS OF PROMOTION OF PRIVATE INVESTMENT**



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
“Año de la Universalización de la Salud”

ANNEX 11

AFFIDAVIT– INFORMATION NOTIFICATION

Lima,

Messieurs:
Private Investment Promotion Agency
PROINVERSIÓN
Present. -

Reference: Public Bidding –Promotion Process of Private Investment of the Ancón Industrial Park Project

We hereby grant express consent to PROINVERSIÓN, so that the Project Director or his designee, notify us of any type of communication related to this Bidding from the institutional email account assigned to it, sent to our email address in accordance with the section 5.1.3 and 5.1.4 of the Bidding Terms; Therefore, we declare that by the sole merit of this statement, we accept the electronic communications and notifications made in this Bidding, which we will have as well received with the only automatic confirmation of shipment.

In the same way, we hereby declare that it is our responsibility and therefore we undertake to review and permanently monitor our email account consigned for the purposes of this Bidding.

Place and date:,..... 2020.

Entity
Denomination of Participant
Name
Legal Representative of Participant
Signature
Legal Representative of Participant

In case of Consortia:

Entity
Participant (Consortium)
Member 1
Denomination of Member 1
Name
Legal Representative of Member 1
Signature



“Decenio de la Igualdad de Oportunidades para Mujeres y Hombres”
“Año de la Universalización de la Salud”

Legal Representative of Member 1

Member 2
Denomination of Member 2

Name
Legal Representative of Member 2

Signature
Legal Representative of Member 2