**Republic of Peru**



Logotipo

Descripción generada automáticamente

**BIDDING TERMS**

**COMPREHENSIVE PROJECT TENDER**

**FOR THE CONCESSION OF THE PUBLIC-PRIVATE PARTNERSHIP PROJECT**

**“IMPROVING PUBLIC TOURIST SERVICES AT THE CHOQUEQUIRAO ARCHAEOLOGICAL PARK”**

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

**March 2025**

**Content**

[1 BACKGROUND 6](#_Toc195545487)

[2 OBJECT OF THE TENDER 7](#_Toc195545488)

[3 GENERALITIES 8](#_Toc195545489)

[4 DEFINITIONS 10](#_Toc195545490)

[5 LEGAL FRAMEWORK 19](#_Toc195545491)

[6 POWERS OF PROINVERSIÓN 20](#_Toc195545492)

[7 CONCESSION CONTRACT PROJECTS 20](#_Toc195545493)

[8 SCHEDULE 21](#_Toc195545494)

[9 SUBMISSION TO THE BIDDING TERMS AND INTERPRETATION 21](#_Toc195545495)

[10 AUTHORIZED AGENTS AND LEGAL REPRESENTATIVES 22](#_Toc195545496)

[11 RECEPTION DESK 24](#_Toc195545497)

[12 CONSULTATIONS AND OFFICIAL LETTERS 24](#_Toc195545498)

[13 ACCESS TO INFORMATION 26](#_Toc195545499)

[14 SUBMISSION OF ENVELOPES No. 1, No. 2 AND No. 3 27](#_Toc195545500)

[15 CONTENT OF ENVELOPE No. 1 – CREDENTIALS 29](#_Toc195545501)

[16 SIMPLIFIED PREQUALIFICATION PROCEDURE 36](#_Toc195545502)

[17 SUBMISSION, EVALUATION AND PREQUALIFICATION OF ENVELOPE No. 1 …………………………………………………………………………………………………………………………………….37](#_Toc195545503)

[18 CONTENT OF ENVELOPE No. 2 - TECHNICAL OFFER 38](#_Toc195545504)

[19 CONTENT OF ENVELOPE No. 3 - ECONOMIC OFFER 40](#_Toc195545505)

[20 MECHANISM FOR PREVENTING UNREALISTICALLY LOW BIDS 41](#_Toc195545506)

[21 RECEPTION ACT OF ENVELOPES No. 2 AND No. 3, AND OPENING AND EVALUATION OF ENVELOPE No. 2 41](#_Toc195545507)

[22 OPENING OF ENVELOPE No. 3 AND AWARDING OF THE SUCCESSFUL BID ……………………………………………………………………………………………………………………………………43](#_Toc195545508)

[23 CHALLENGE TO THE AWARD OF THE SUCCESSFUL BID 44](#_Toc195545509)

[24 VOID TENDER 45](#_Toc195545510)

[25 CLOSING DATE 46](#_Toc195545511)

[26 EXECUTION OF THE GUARANTEE OF VALIDITY, DURATION, AND SERIOUSNESS OF THE OFFER 47](#_Toc195545512)

[27 SUSPENSION AND CANCELLATION 48](#_Toc195545513)

[Annex No. 1: Form - Affidavit - Notification of information 49](#_Toc195545514)

[Annex No. 2: Authorized Financial Entities to Issue the Guarantees established in the Bidding Terms 50](#_Toc195545515)

[Annex No. 3: Form - Validity of the Documentation Referenced in the "Certificate of Validity of Qualification Documents" 51](#_Toc195545516)

[Annex No. 4: Form - Credentials for Prequalification (Legal entity established) 52](#_Toc195545517)

[Annex No. 5: Form - Credentials for Prequalification (Only for Consortiums) 53](#_Toc195545518)

[Annex No. 6: Form - Bidder Consortium Formation 54](#_Toc195545519)

[Annex No. 7: Form - Consortium Modification 55](#_Toc195545520)

[Annex No. 8: Form - Credentials for Prequalification (For branches) 56](#_Toc195545521)

[Annex No. 9: Form - Credentials for Prequalification - Percentage of participation for legal entities 57](#_Toc195545522)

[Annex No. 10: Form - Credentials for Prequalification - Percentage of participation for Consortiums 58](#_Toc195545523)

[Annex No. 11: Form - Credentials for Prequalification - Declaration of not being disqualified from contracting with the State 59](#_Toc195545524)

[Annex No. 12: Form - Credentials for Prequalification - Waiver of privileges and claims applicable to unlisted companies 60](#_Toc195545525)

[Annex No. 13: Form - Credentials for Prequalification - Waiver of privileges and claims (applicable to companies listed on stock exchanges) 61](#_Toc195545526)

[Annex No. 14: Form - Credentials for Prequalification - Declaration of no incompatibility 62](#_Toc195545527)

[Annex No. 15: Form - Credentials for Prequalification - Declaration of Commitment of Incorporation 63](#_Toc195545528)

[Annex No.16: Form - Commitment to submit documents that make up Envelope No. 1 65](#_Toc195545529)

[Annex No.17: Form - Credentials for Transfer of Right of Participation (\*) 66](#_Toc195545530)

[Annex No. 18: Form - Financial Requirement Reporting Template 67](#_Toc195545531)

[Annex No. 19: Form - Model of Guarantee of Validity, Duration, and Seriousness of the Offer 69](#_Toc195545533)

[Annex No. 20: Form – Affidavit - Commitment to truthful and current information 71](#_Toc195545534)

[Annex No. 21: Form - Acceptance of the Bidding Terms and Contracts - Applicable to Bidders and members of the Consortiums that do not have their shares listed on the Stock Exchange 72](#_Toc195545535)

[Annex No. 22: Form - Acceptance of the Bidding Terms and Contracts - Applicable to Bidders and members of the Consortiums that have their shares listed on the Stock Exchange. 74](#_Toc195545536)

[Annex No. 23: Form - Affidavit - Commitment to Compliance with Basic Technical Specifications and Service Levels 76](#_Toc195545537)

[Annex No. 24: Form - Model of Guarantee for contesting the Award of the Successful Bid 77](#_Toc195545538)

[Annex No. 25: Access and Use Manual for the Virtual Data Room (VDR) 79](#_Toc195545539)

[Annex No. 25 - Appendix 1: List of information contained in the Virtual Data Room - VDR 80](#_Toc195545540)

[Annex No. 26: Form - User Registration Request 81](#_Toc195545541)

[Annex No. 27: Form - Confidentiality Agreement 82](#_Toc195545542)

[Annex No.28: Model for Submission of the Technical Offer 84](#_Toc195545543)

[Annex No. 29: Form - Affidavit - Commitment to truthful and current information 85](#_Toc195545544)

[Annex No. 30: Reference Schedule 86](#_Toc195545545)

[Annex No. 31: List of natural or legal persons from the private sector who have provided or are providing consulting or advisory services to PROINVERSIÓN, in the process of promoting private investment in the Project. 88](#_Toc195545546)

[Annex No. 32: Economic Offer Submission Model 89](#_Toc195545547)

[Annex No. 33: Form - Validity of the powers of the Legal Representatives 90](#_Toc195545548)

[Annex No. 34: Model Letter of Intent for Financing 91](#_Toc195545549)

[Annex No. 35: Affidavit – Technical Experience – Construction Capacity 93](#_Toc195545550)

[Annex No. 36: Affidavit – Technical Experience – Operational Capacity 94](#_Toc195545551)

[Annex No. 37: Affidavit – Technical Experience – Capacity in Supply, Assembly, and Start-up 95](#_Toc195545552)

[Annex No. 38: Affidavit - Commitment of Supply, Assembly, and Start-up Contract for Electromechanical Equipment 96](#_Toc195545553)

[Annex No. 39: Requirements for the submission of certificates or technical declarations 99](#_Toc195545554)

[Annex No. 40: Affidavit - Declaration of not having made or making illegal payments in the future 100](#_Toc195545555)

**Integral Projects Contest for the concession of the Public-Private Partnership Project "Improvement of Public Tourist Services of the Choquequirao Archaeological Park"**

1. **BACKGROUND**
   1. Official Communication No. 254-2017-MINCETUR/VMT of April 19, 2017, by which the Ministry of Foreign Trade and Tourism (MINCETUR) requested technical assistance from PROINVERSIÓN in the formulation phase of the Investment Project "Improving Public Tourist Services at the Choquequirao Archaeological Park in the department of Cusco" (hereinafter, Investment Project) for its subsequent incorporation into the private investment promotion process to be conducted by PROINVERSIÓN.
   2. On August 7, 2017, PROINVERSIÓN and MINCETUR signed the Technical Assistance Agreement by mandate to carry out the Public Investment studies of the Investment Project and the promotion of the Project through a Public-Private Partnership.
   3. Ministerial Resolution No. 135-2022-MINCETUR, dated May 13, 2022, by which MINCETUR approved the Multiannual Report on Investments in Public-Private Partnerships for the period 2022 – 2024, including the Project as a co-financed state initiative.
   4. Official Communication No. 100-2023-MINCETUR/VMT, dated April 11, 2023, by which PROINVERSIÓN was informed of the Declaration of Viability of the Investment Project within the framework of the National System for Multiannual Programming and Investment Management with Unique Investment Code 2538795 and requested to expedite the case and continue with the following stages of a Public-Private Partnership (hereinafter PPP).
   5. Pro Social+ Committee Agreement No. 247-1-2023-Choquequirao Project of November 8, 2023, by which the Committee agreed, among other things, to approve the Project Evaluation Report.
   6. Official Communication No. 089-2023-MINCETUR/SG/CPIP-T, dated November 30, 2023, by which MINCETUR issued its approval of the Evaluation Report with some recommendations, as well as the Declaration of Use of Public Resources.
   7. Project Director Resolution No. 6-2023/DEP.69, dated December 13, 2023, Pro Social + Committee Agreement No. 254-1-2023-Choquequirao Project of December 15, 2023, and Project Director Resolution No. 1-2024/DEP.69, dated January 17, 2024, by which modifications to the Project Evaluation Report were approved.
   8. Official Communication No. 7-2024-EF/15.01, dated January 31, 2024, by which the Ministry of Economy and Finance (MEF) sent Report No. 10-2024-EF/68.03, through which it issued its favorable opinion on the Project Evaluation Report.
   9. Pro Social + Committee Agreement No. 265-1-2024-Choquequirao Project of February 2, 2024, by which the Project Promotion Plan was approved.
   10. Resolution of the Executive Directorate No. 07-2024/DEP.69, dated February 5, 2024, by which the Pro Social + Committee Agreement No. 247-1-2023-Choquequirao Project, the Pro Social + Committee Agreement No. 254-1-2023-Choquequirao Project, and the Pro Social + Committee Agreement No. 265-1-2024-Choquequirao Project were ratified, through which the Project Evaluation Report, its substantial modifications, and the Project Promotion Plan were approved. Likewise, the modality of private investment promotion of the Project was approved and the Project was considered incorporated into the promotion process as it complied with the conditions established in the PROINVERSIÓN CD Agreement No. 11-1-2017-DE of July 21, 2017.
   11. Pro Social + Committee Agreement No. 317-1-2024-CHOQUEQUIRAO, dated December 30, 2024, by which the Committee approved the Initial Version of the Contract (IVC) of the Project "Improving Public Tourist Services at the Choquequirao Archaeological Park", as well as the Integrated Evaluation Report (IEI) of the referred Project.
   12. Official Communication No. 056-2025-MINCETUR/DM, dated January 17, 2025, by which MINCETUR transferred Report No. 005-2025-MINCETUR/SG/OGPPD/UGPAPP and its annexes, with which it provided a favorable opinion on the IVC of the Project and, in turn, made comments on it.
   13. Official Communication No. 007-2025-MINCETUR/SG/CPIP-T, dated February 10, 2025, by which MINCETUR communicated to PROINVERSIÓN the budgetary capacity of the Sector for the Project.
   14. Project Director Resolution No. 3-2025/DEP.69, dated February 24, 2025, by which non-substantial modifications of the IVC and the update of the IEI of the Project were approved.
   15. Official Communication No. 51-2025-EF/68.03 and Report No. 16-2025-EF/68.03, both dated March 4, 2025, by which the MEF requested additional information from PROINVERSIÓN regarding the IVC of the Project, as well as the review of inconsistencies and clarifications between the IVC and the IEI, under the provisions of numeral 55.3 of Article 55 of the Regulation of Legislative Decree No. 1362.
   16. Official Communication No. 230-2025-MINCETUR/VMT/DGET dated March 7, 2025, and Report No. 01-2025-MINCETUR/VMT/DGET/DPDT-DAC dated March 6, 2025, by which MINCETUR communicated to PROINVERSIÓN its agreement regarding the non-substantial modifications made to the IVC and IEI of the Project, to the extent that they considered the comments and recommendations made by the mentioned Sector.
   17. Official Communication No. 26-2025-EF/15.01 dated March 18, 2025, by which the MEF issued its favorable opinion on the IVC of the Project.
   18. Resolution [\*], by which the Executive Director of PROINVERSIÓN ratified Agreement No [\*], through which the Bidding Terms were approved, ordering the publication of the corresponding call for tender. This call for tender was made on the days [\*] on the institutional portal of PROINVERSIÓN and in the Official Gazette "El Peruano."
2. **OBJECT OF THE TENDER**

The State of the Republic of Peru, through the Private Investment Promotion Agency – PROINVERSIÓN, has called for a Comprehensive Project Tender for the concession of the Project “Improving Public Tourist Services at the Choquequirao Archaeological Park” (hereinafter, “the Project”), the purpose of which is to select a legal entity, national or foreign, or Consortium, which will be constituted as the Concessionaire that will sign the Concession Contract and will be in charge of the design, financing, construction, operation and maintenance for the provision of Tourist Services of the Project.

For this purpose, these Bidding Terms regulate the Tender procedure, which has the following general objectives:

* Achieve a transparent, simple, objective procedure and under equal conditions.
* Achieve the participation of the largest number of Bidders with experience in fulfilling the obligations to be required.
* Define the basic rules on which the Bidder may formulate its offers.
* Select the presented Offer, according to the pre-established selection criteria.

The Tender referred to in these Bidding Terms will be carried out in accordance with the provisions contained therein and, in matters not provided for therein, the corresponding Applicable Laws and Provisions will apply.

It is considered, without admitting contrary evidence, that all Interested Parties, Bidders, Prequalified Bidders, or Qualified Bidders participating in the Tender are aware of the content of these Bidding Terms and the Applicable Laws and Provisions.

1. **GENERALITIES**
   1. The Bidding Terms and the documents that comprise them will be governed and interpreted in accordance with the Applicable Laws and Provisions.
   2. Legal entities, national or foreign, or Consortiums may participate in the Tender.
   3. A legal entity, individually or through a Consortium, cannot participate in more than one Bidder. However, in the case of experience in Supply, Assembly, and Start-up, it will be allowed for a third party, such as a manufacturer, to enter into commitments with more than one Bidder within the tender process.
   4. The following may not be Bidders or Investors, directly or indirectly:
      1. Those that fall within the scope of Article 1366 of the Civil Code;
      2. Persons who have an impediment in accordance with the provisions of Law No. 30225, State Contracting Law, or any rule that may replace it;
      3. Those who have impediments established by regulations with the rank of law;
      4. Those who, having been parties to Public-Private Partnership contracts, have ceased to be so due to non-compliance with the contract. This impediment is valid for two (2) years from the time of the termination and/or expiration of the respective contract, and extends to the Strategic Partner and/or those who have exercised Control as of that date.

* 1. Bidders, Prequalified Bidders, and Qualified Bidders may not directly or indirectly contract the advisory services of natural or legal persons from the private sector who have provided or are providing consulting or advisory services to PROINVERSIÓN in the process of promoting private investment in which they are participating. The list of natural or legal persons from the private sector providing consulting or advisory services to PROINVERSIÓN in the current process is established in Annex No.30. Non-compliance with the provisions of this Numeral leads to the exclusion of Bidders, Prequalified Bidders, and Qualified Bidders from the process of promoting private investment, at the stage in which it is found, without generating any type of liability for PROINVERSIÓN, its officials, advisors, and/or consultants.
  2. The State or any of its dependencies, including PROINVERSIÓN, its consultants and/or advisors are not responsible, do not guarantee, either expressly or implicitly, the completeness, integrity, reliability, or veracity of the information in the Virtual Data Room (VDR). Consequently, none of the persons participating in the Tender may attribute any liability to any of the aforementioned parties or their representatives, agents or dependents for the use that may be made of such information or for any inaccuracy, insufficiency, defect, failure to update or for any other cause not expressly contemplated in this Numeral.
  3. The aforementioned limitation reaches, in the broadest possible manner, to all the information related to the Comprehensive Project Tender that was effectively known, 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 and/or advisors. Likewise, this limitation of liability applies to all information, whether or not supplied or prepared, directly or indirectly, by any of the aforementioned parties.
  4. The limitation of liability also includes all information available in the Virtual Data Room, in PROINVERSIÓN's institutional portal (www.investinperu.pe), as well as that provided through Official Letters or any other form of communication, that which is acquired during the visits to the facilities related to the Comprehensive Project Tender and those mentioned in these Bidding Terms, including all its forms and annexes.
  5. All Prequalified Bidders shall base their decision to submit Envelopes No. 2 and Envelopes No. 3 on their own investigations, examinations, inspections, visits, studies, interviews, analyses and conclusions on the information available and that which they have particularly sought, at their own risk.
  6. The sole submission of the forms provided in the Bidding Terms shall constitute, without the need for any subsequent act, the acceptance of all the provisions of these Bidding Terms by the Bidder and, if applicable, by the Successful Bidder, as well as its irrevocable and unconditional waiver, in the broadest manner allowed by the Applicable Laws and Provisions, to file any action, counterclaim, exception, claim, demand or request for indemnification against the State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors, pursuant to the provisions of Annex N0.21 or Annex No. 22, as applicable.
  7. The stakeholder who decides not to participate in the Comprehensive Projects Tender may transfer their Right of Participation to a third party. To this end, the acquirer of the right must submit in Envelope No. 1, a communication through which the transfer in their favor is accredited with the legalized signature of the Legal Representative of the assigner, as indicated in Annex No. 17.
  8. The Bidder certifies its commitment to submit reliable and current information by submitting the Form indicated in Annex No. 29, which shall have the character of an Affidavit, declaring that the information and statement submitted in Envelopes No. 1, No. 2 and No. 3 is reliable and remains current.
  9. PROINVERSIÓN reserves the right to verify the veracity of the documentation submitted by the Stakeholder, Bidder, Prequalified Bidder or Qualified Bidder during the different stages of the Comprehensive Project Tender and even after its conclusion, without this implying in any way a limitation of the responsibility of the Stakeholder, Bidder, Prequalified Bidder or Qualified Bidder for the possible insufficiency or lack of veracity of the data or information submitted.
  10. The lack of veracity or insufficiency in the data or information submitted by the Bidder, Prequalified Bidder or Qualified Bidder in this Comprehensive Project Tender, will cause the Project Director to disqualify it, at any stage, without prejudice to the responsibilities that may arise.
  11. The sole submission, through the modality established, of the information provided in the Bidding Terms or requested by PROINVERSIÓN for prequalification purposes, by a Bidder, does not obligate PROINVERSIÓN to declare it a Prequalified Bidder, nor does the submission of a Technical Proposal or Economic Offer obligate PROINVERSIÓN to accept it.
  12. PROINVERSIÓN's decisions regarding the Tender are final, shall not give rise to any kind of indemnification and are not subject to administrative or judicial challenge, except as expressly established in the Bidding Terms. Consequently, by the sole participation in the Tender, the persons who are included within the scope of the Bidding Terms waive the right to file any appeal against such decisions.

1. **DEFINITIONS**

Any reference made in this document to "Numeral", "Form" and "Annex" should be understood as referring to the numerals, forms, and annexes of these Bidding Terms, respectively, unless expressly indicated otherwise.

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

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

Likewise, in these Bidding Terms, the terms will have the following meanings:

* 1. **Confidentiality Agreement:** This is the commitment that the Stakeholder, through its Authorized Agents or Legal Representatives, must sign before using PROINVERSIÓN's Virtual Data Room (VDR). The text of the Confidentiality Agreement is included in Annex No. 27.
  2. **Award of the Successful Bid:** It is the statement to be made by the Committee or its representative, once it has determined the Successful Bidder.
  3. **Successful Bidder:** It is the Qualified Bidder that presents the best technical proposal and economic offer, and obtained the award of the Successful Bid.
  4. **Private Investment Promotion Agency – PROINVERSIÓN:** It is the specialized technical body attached to the Ministry of Economy and Finance with legal personality, technical, functional, administrative, economic and financial autonomy, in charge of designing, conducting and concluding the process of promoting private investment through the modality of Public-Private Partnerships and Projects in Assets under the scope of its competence, unifying the decision making within the process as provided in Legislative Decree No. 1362 and its Regulations, the Organization and Functions Regulation of PROINVERSIÓN, approved by Supreme Decree No. 185-2017-EF; and in accordance with the Applicable Laws and Provisions
  5. **Authorized Agents:** They are the natural persons designated by the Stakeholder or Bidder to act on their behalf and representation in the acts of the Tender that require it. The nomination procedure is provided for in Numeral 10.1.1 and Annex No. 1.
  6. **Government Authority:** It is the national, regional, departmental, provincial or district agency or institution, or any of its dependencies or agencies, regulatory or administrative, or any entity or organism of Peru that according to law exercises executive, legislative or judicial branches, or that belongs to any of the aforementioned governments, authorities or institutions, with competence over the persons or matters in question.
  7. **Bidding Terms:** It is the present document, including its annexes, appendices, forms, and the Official Letters issued by the Project Director, setting the terms under which the Tender will be developed.
  8. **Letter of Intent for Financing**: It is the document issued by one or more financial entities in which they express their intention to provide financing for a project, subject to the conditions specified in the Final Version of the Concession Contract, as per Annex No. 34.
  9. **Letter of Guarantee**: It is the civil guarantee issued by one of the Financial Entities, in support of the obligations established in the Bidding Terms and in the Concession Contract.
  10. **Official Letter:** It is the communication issued in writing by the Project Director, with specific or general effects, with the purpose of completing, clarifying, interpreting, specifying or modifying the content of the Bidding Terms, or other Official Letter or to answer consultations formulated by those who are authorized to do so. The Official Letter will form an integral part of the Bidding Terms. They may also be issued to communicate to Stakeholders, Bidders, Prequalified Bidders, Qualified Bidders, as appropriate, information related to the Tender, with the prior approval of the Committee, Executive Director or Board of Directors, as the case may be.
  11. **Commission for Receipt and Evaluation of Envelope or Commission:** It is the group of officials or servants who have delegated powers from the Project Director or the Committee, as applicable, to receive and evaluate the envelopes from the Bidders.
  12. **Committee:** It is the Special Committee for Investment in Education, Health, Justice, Tourism, Real Estate, Capital Markets, and Other Sectors or public companies – PRO SOCIAL +.
  13. **Grantor:** It is the State of the Republic of Peru represented by the Ministry of Foreign Trade and Tourism of Peru (MINCETUR).
  14. **Concession:** It is the legal relationship of Public Law that is established between the Grantor and the Concessionaire as of the Closing Date, by virtue of which the Grantor grants the Concessionaire the right to design, finance, construct, equip, operate and maintain the Works and the Electromechanical Equipment, as well as the right to the economic operation of the Concession Assets, during the term established in the Concession Contract, in accordance with the terms contained therein, and with the Applicable Laws and Provisions.
  15. **Concessionaire:** The Concessionaire is the legal entity that will sign the Concession Contract with the Grantor. It shall be incorporated by the Successful Bidder between the date of award and the Closing Date, shall be domiciled in Peru and its sole corporate purpose shall be to develop the Project.
  16. **Comprehensive Project Tender or Tender:** Selection mechanism regulated by these Bidding Terms for the awarding of the Concession to the private sector, through a Comprehensive Project Tender, of the Project “Improving Public Tourist Services at the Choquequirao Archaeological Park.”
  17. **Board of Directors:** It is the highest governing body of PROINVERSIÓN, responsible for the control and supervision of the management and proper development of the processes for promoting private investment.
  18. **Consortium:** It is the grouping of two or more legal entities (national or foreign) that has been formed or that presents a formal promise to be formed, with the purpose of participating as a Bidder in this Tender. One of these members must necessarily demonstrate experience in Construction and Operation, in accordance with what is established in Numeral 15.2 of the Bidding Terms.
  19. **Concession Contract:** It is the document, including the annexes, and any other document that is integrated into this, entered into between the Grantor and the Concessionaire, through which the obligations and rights between these parties are governed during the term of the Concession, to develop the Project.
  20. **Supply, Assembly, and Commissioning Contract for Electromechanical Equipment:** It is the contract that the Concessionaire may enter into with the Electromechanical Equipment Supplier, in accordance with what is established in the Concession Contract for the design, supply, assembly, and start-up of the Electromechanical Equipment. The execution of this contract will not limit the responsibilities of the Concessionaire.
  21. **Control:** It is the situation in which a natural or legal person holds or is subject to the control of another legal person, or is subject to common control with the latter, in any of the following cases:
* It has more than fifty percent (50%) of the voting power in the general shareholders' or partners' meeting, through direct ownership of the securities representing the capital stock or indirectly through usufruct, pledge, trust, syndication and similar contracts or any other legal act.
* Directly or indirectly, it has the power to appoint or remove the majority of the members of the board of directors or equivalent body, which allows it to control or exercise the majority of votes in the meetings of the board of directors or equivalent body, or to govern the operating or financial policies under a regulation or contract of any kind.
* By any other mechanism or circumstance (contractual or not), it effectively controls the decision-making power in the other company.

In addition to the foregoing, and whenever applicable, the provisions of the special rules on linkage and economic group approved by Resolution SMV No. 0019-2015-SMV/01, as amended, or rules that replace them, shall be taken into account.

* 1. **Call for Tender:** It is the announcement through which participation is invited in the Comprehensive Project Tender in accordance with what is provided in the Bidding Terms and the Applicable Laws and Provisions.
  2. **Schedule:** It is the chronological sequence of activities that will be developed during the Tender and that is indicated in Annex No.30.
  3. **Affidavit:** It is the document presented by a Stakeholder, Bidder, or Prequalified Bidder, in the format provided in the Bidding Terms, in which the veracity of a fact, characteristic, or condition is affirmed, under oath, presuming its veracity, unless proven otherwise, with the consequences established by the Applicable Laws and Provisions.
  4. **Right of Participation:** It is the right that allows a legal entity or Consortium to participate in the Tender. It is acquired by paying the amount of two thousand and 00/100 Dollars (US$ 2,000.00) including VAT (net of commission and transfer expenses). The payment of the Right of Participation is non-refundable and is credited with the corresponding payment receipt issued by PROINVERSIÓN.
  5. **Days:** They are the working days, that is, the days that are not Saturdays, Sundays, or holidays, including those non-working days for the Public Administration at the national level, non-working in the province of Lima. Holidays are also considered to be days that are not working days for the public sector. The terms in working days will be counted from the next working day after the notification is received.

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

* 1. **Calendar Days:** These are all days, including Saturdays, Sundays, and holidays. The terms established in these Bidding Terms will be counted from the calendar day following the receipt of the notification.
  2. **Project Director:** He is in charge of conducting and concluding the private investment promotion process, in accordance with the functions and attributions established by the Applicable Laws and Provisions and these Bidding Terms, which is assigned by PROINVERSIÓN.
  3. **Executive Director:** He is the highest executive authority, legal representative, head of PROINVERSIÓN and of the budget sheet, in accordance with the functions and attributions established by the Applicable Laws and Provisions and these Bidding Terms.
  4. **United States Dollar or Dollar or US$:** It is the currency of legal tender in the United States of America.
  5. **Affiliated Company:** A company shall be considered an affiliate of another company when the Control of such companies is exercised by the same Parent Company.
  6. **Parent Company:** It is the company that has Control of another. Also considered in this definition is a company that has Control of a Parent Company, as defined above, and so on.
  7. **Subsidiary Company:** It is a company whose control is exercised by a Parent Company. Also considered in this definition is that company whose Control is in the hands of a Subsidiary Company, as defined herein, and so on.
  8. **Related Company:** It is any Affiliated, Parent or Subsidiary Company, among which the existence of a relationship is presumed, in any of the following cases:

1. When they are part of the same economic group.
2. When the same guarantee backs the obligations of both, or when more than 50% of the obligations of one of them are guaranteed by the other, and the other is not a company in the financial system.
3. When more than 50% of the obligations of a legal entity are receivables of another, and this other entity is not a company in the financial system.
4. When a legal entity holds, directly or indirectly, a participation in the capital stock of another entity that allows it to sit on its board of directors.
5. When one third or more of the members of the board of directors or managers of one of them are directors, managers or workers of the other.

For the purposes of the presumption of the linkage, the provisions of Resolution SMV No. 0019-2015-SMV/01, as amended, or regulations that may replace them, shall apply.

* 1. **Financial Entity:** These are the banking and insurance companies referred to in Annex No. 2, which are authorized to issue the guarantees required in the Tender.
  2. **Electromechanical Equipment:** It consists of the subsystems, power supply, signaling, telecommunications, passenger control and fixed installations of the cabins.
  3. **Basic Technical Specifications:** These are the minimum technical requirements necessary to carry out the Mandatory Investments, which must be fulfilled by the Concessionaire, included as Annex No. 7 in the Concession Contract.
  4. **Station:** Set of buildings and structures containing the technical facilities and the boarding and/or disembarkation areas or platforms, as well as, if applicable, the passenger reception and refuge areas.
  5. **Final Studies:** It is the document prepared by the Concessionaire and approved by the Grantor that will contain in detail the scope, characteristics, specifications, plans, estimates and budget of the Works and Electromechanical Equipment, as well as the technical and economic information corresponding to the latter, in accordance with the Concession Contract.
  6. **Existing Studies:** It is the set of studies and reports of a technical nature related to the Project. These studies will be available to stakeholders who have paid the Right of Participation in the Virtual Data Room, and may be used for the formulation of their Technical and Economic Offers.
  7. **Competition Factor:** These are the objective criteria on which the Economic Offers will be formulated, which will allow the selection of the Successful Bidder of the Comprehensive Projects Tender.
  8. **Closing Date:** It is the day and time that will be communicated by the Project Director through an Official Letter, when the Concession Contract will be signed and the acts established in Numeral 25 of the Bidding Terms will be carried out.
  9. **Guarantee of Validity, Effectiveness, and Seriousness of the Offer:** It is the letter of guarantee that must be joint, unconditional, irrevocable, without benefit of excursion, nor division, and of automatic realization, which the Bidder will submit in favor of PROINVERSIÓN, to guarantee the validity, effectiveness, and seriousness of their Offer and the fulfillment of the obligations foreseen for the Closing Date, in accordance with the model attached as Annex No. 19: Form - Model of Guarantee of Validity, Duration, and Seriousness of the Offer.

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

* 1. **Infrastructure(s)**: It is the structure of a station or the structure along the line specifically designed for each cable transport installation and constructed on site, which takes into account the layout and system data and which is necessary for the construction and operation of the cable transport installation, including the foundations.
  2. **Cable Transport Installation:** It is a complete on-site system, consisting of an infrastructure and subsystems that have been designed, constructed, assembled, and put into service for the purpose of transporting people, when the traction is provided by cables located along the route.
  3. **General Sales Tax – VAT:** It is the General Sales Tax referred to in Supreme Decree No. 055-99-EF, Single Ordered Text of Law on General Sales Tax and Selective Consumption Tax Law, or the regulations that replace or modify it, as well as the Municipal Promotion Tax, referred to in Supreme Decree No. 156-2004-EF, Single Ordered Text of the Municipal Taxation Law, or regulations that replace or modify it.
  4. **Stakeholder:** It is the legal entity (national or foreign) that acquires the Right of Participation.
  5. **Applicable Laws and Provisions:** It is the set of legal provisions that regulate and/or directly or indirectly affect the Bidding Terms and the Concession Contract. They include the Political Constitution of Peru, laws, regulations with the force of law, supreme decrees, regulations, directives, and resolutions, as well as any other that, according to the legal framework of the Republic of Peru, is applicable, which will be mandatory for the Bidding Terms and the Contract.
  6. **Line**: The line is the set of support equipment for the cable that is distributed between two terminal stations.
  7. **Works:** They are the construction works of infrastructure, such as stations, workshops, auxiliary facilities, among others, provided for or derived from the Basic Technical Specifications, as well as all those that are provided as such in the approved definitive engineering study, which will be built or implemented to fulfill the obligations of the Concessionaire, according to the Contract.
  8. **Offer:** It is the economic offer presented by the Bidder through Annex No.32: Economic Offer Submission Model of the Bidding Terms and will be valid until the Closing Date.
  9. **Technical Offer:** It constitutes one of the documents presented by the Prequalified Bidder in Envelope No. 2. They are the documents or instruments summited as provided in numeral 18.5 and Annex No.28: Model for Submission of the Technical Offer.
  10. **Operator:** It is the Bidder or any of its Members in the case of a Consortium, who meets the technical operation requirements for prequalification during the Comprehensive Project Tender and who will assume the rights and obligations set for in the Concession Contract. In the shareholding structure of the Concessionaire, it must possess and maintain ownership of the Minimum Participation.
  11. **Minimum Participation:** It is twenty-five percent (25%) of the subscribed and paid capital stock of the Concessionaire that corresponds to the Qualified Operator, as stipulated in the Concession Contract. The Qualified Operator cannot transfer to third parties the political and patrimonial rights derived from its Minimum Participation nor limit its exercise. The referred percentage must be maintained in the case of capital increases.
  12. **Person:** It is any legal entity, national or foreign, that can perform legal acts and assume obligations in Peru.
  13. **Institutional Portal of PROINVERSIÓN:** It is as follows: www.investinperu.pe.
  14. **Bidder:** It is the Stakeholder participating in the Comprehensive Project Tender, through the submission of Envelope No. 1 for its prequalification.
  15. **Qualified Bidder:** It is the Bidder who has submitted Envelopes No. 2 and 3, and whose documentation, duly submitted through Envelope No. 2, has met the requirements set forth in the Bidding Terms, and is enabled for the opening of Envelope No. 3.
  16. **Prequalified Bidder:** It is the Bidder whose documentation, duly submitted through Envelope No. 1, has met the requirements set forth in the Bidding Terms, thus being accepted and expressly declared by the Project Director.
  17. **Offer:** It is the documentation that Prequalified Bidders must submit, referring indistinctly to the Technical Offer or the Economic Offer.
  18. **Electromechanical Equipment Supplier:** It is(are) the person(s) who will accompany the Concessionaire in the design, supply, assembly, and start-up of Electromechanical Equipment for the Project, and who certify the requirements and experience established in the Bidding Terms. The Electromechanical Equipment Supplier may participate in the Concession as part of the Concessionaire or through a Supply, Assembly, and Start-up Contract for Electromechanical Equipment.
  19. **Project:** The Project "Improving Public Tourist Services at the Choquequirao Archaeological Park" consists of the design, financing, construction, operation, and maintenance of the infrastructure for the provision of public tourist services by cable transport.
  20. **Start-up:** It is the stage of the commercial operation of the Concession that begins after the construction of the Works and Electromechanical Equipment is completed and the respective testing period has been surpassed, as defined in the Concession Contract.
  21. **Legal Representative:** It is(are) the natural person(s) designated as such by the Stakeholder or Bidder, with sufficient capacity to bind their represented party, in accordance with what is established in the Bidding Terms.
  22. **Virtual Data Room (VDR)**: It is the set of reference documents, in digital version, related to the Tender, which will be made available to the Stakeholders and Bidders for the preparation of their Offers, under the conditions and with the limitations contained in the Bidding Terms.
  23. **Cable Car Transportation Service:** It is the tourist transport service for passengers carried out by means of the Cable Car System, whose provision is mandatory for the Concessionaire in compliance with the Concession Contract and, which comprehensively involves ground transportation in both directions from the Central Stations that will be located in the district of Huanipaca and in the town of Yanama, to the cable car stations in Kiuñalla and Abra San Juan, the transfer by cable cars to the Choquequirao Archaeological Monument, to the Abra Choquequirao and Unión stations, located in the Choquequirao Archaeological Monument, and the return by the same means, respectively. This service will have a Tariff that will comprehensively cover all the benefits included in this definition.
  24. **Tourist Service:** This refers to the provision of facilities in the Choquequirao tourist corridor that will provide visitors with a safe and efficient alternative for accessing the “Choquequirao Archaeological Monument” Tourist Resource; this service includes the implementation of two means of transportation: (i) cable car, which will provide direct access to the resource, and (ii) buses, a tourist transportation service that will serve as a feeder for the cable car. Both to be developed in accordance with the provisions of the Concession Contract.
  25. **Complementary Services:** These are all the additional services that, without being indispensable for the Cable Car Transportation Service, may be provided by the Concessionaire or a third party authorized by it, in compliance with the Applicable Laws and Provisions and after having obtained the authorizations, licenses and/or permits required by the legislation in force. These services may be paid or unpaid as determined by the Concessionaire.
  26. **Cable Car System:** This is the cable transportation mechanism implemented in compliance with the Concession Contract, through which transportation services are provided by means of cable cars between the Kiuñalla station to Choquequirao and from the Abra San Juan station in the town of Yanama to the Maizal station in the town of Yanama and from Maizal to Choquequirao, which consists of three (3) cable car sections, including the set of Works and Electromechanical Equipment or any other type of equipment foreseen or derived from the Final Studies, as well as its operations.

* 1. **Envelopes:** It refers jointly to Envelopes No. 1, No. 2, and No. 3.
  2. **Envelope No. 1 or Credentials:** It is the documentation related to the existence, composition, and financial, technical, and legal capacities that Stakeholders must submit. In Numeral 17, its content, presentation format, and the cases and terms in which it can be rectified are established.
  3. **Envelope No. 2 or Technical Offer:** It is the set of documents presented by the Prequalified Bidder, as indicated in Numeral 18.
  4. **Envelope No. 3 or Economic Offer:** It is the document that contains the offer prepared in accordance with the Competition Factor and the other documents indicated in Numeral 19.
  5. **Sol or** S/It is the legal tender in the State of the Republic of Peru.
  6. **Subsystems:** Any of the systems listed below, or a combination of these, intended to be incorporated into a cable transport installation:

1. Cables and cable clamps

2. Motor equipment and brakes

3. Mechanical devices:

3.1. Cable tension devices

3.2. Mechanical devices in stations

3.3. Mechanical devices in line supports

4. Vehicles:

4.1. Cars, chairs and transportation devices

4.2. Hooking elements

4.3. Carriages

4.4. Cable attachment

5. Electrotechnical devices:

5.1. Command, control and security devices

5.2. Communication and information facilities

5.3. Lightning protection devices

6. Life-saving devices:

6.1. Fixed life-saving devices

6.2. Mobile life-saving devices

* 1. **Tariff(s):** It is the single payment that users will make for the provision of Tourist Services. Specifically for the Cable Car and Bus Transportation Service, it includes both the outbound and the return trip.
  2. **Cable Car:** Mechanical lift in which vehicles are suspended from one or more cables.
  3. **Aerial Tramway:** Cable cars whose vehicles have a back-and-forth movement between stations.
  4. **Support Towers or Pylons:** Structures in the form of a cylinder or metal framework (lattice type) that support fixed or mobile elements where the system cables rest.

1. **LEGAL FRAMEWORK**
2. Political Constitution of Peru.
3. Legislative Decree No. 295, Civil Code.
4. Law No. 26887, General Corporation Law.
5. Supreme Decree No. 027-2002-PCM, Merger of several entities related to the promotion of private investment, incorporating them into the Executive Directorate of FOPRI, which will be renamed the Investment Promotion Agency.
6. Law No. 28660, Law that determines the legal nature of the Private Investment Promotion Agency – PROINVERSIÓN.
7. Supreme Decree No. 185-2017-EF, Regulation of the Organization and Functions of PROINVERSIÓN.

1. Legislative Decree No. 1362, which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets (hereinafter, D.L. No. 1362).
2. Supreme Decree No. 240-2018-EF, Regulation of Legislative Decree No. 1362, which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets modified by Supreme Decree No. 211-2022-EF and other amendments (hereinafter, Regulation of the D. L. No. 1362).
3. Law No. 31112, Law that establishes prior control of business concentration operations.
4. Supreme Decree No. 039-2021-PCM, Regulation of Law No. 31112.
5. The aforementioned regulations include their respective modifying, expanding, complementary, related, and substitutive provisions, if applicable.
6. **POWERS OF PROINVERSIÓN**
7. The Project Director conducts the Tender and is authorized to:
8. Exercise all functions and attributions assigned to him by the Applicable Laws and Provisions.
9. To resolve that which is not foreseen in the Bidding Terms or in the Applicable Laws and Provisions.
10. The sole submission, through the modality indicated, of the information foreseen and/or requested by the Project Director for the purposes of prequalification by a Bidder, does not oblige the Project Director or the Committee to declare it as such, nor does the submission of an Offer oblige the Committee to accept it.
11. The decisions of the Project Director, Executive Director, Committee, or Board of Directors, as applicable, regarding this Comprehensive Project Tender are final, will not give rise to compensation of any kind, and are not subject to challenge in the administrative or judicial sphere, except as provided in Numeral 23 of these Bidding Terms. Consequently, by merely participating in the Comprehensive Project Tender, the Persons covered by the scope of the Bidding Terms waive their right to file any challenge against such decisions.
12. **CONCESSION CONTRACT PROJECTS**
13. The Concession Contract projects will be published on the PROINVERSIÓN institutional portal and notified by Official Letter to the Stakeholders or Bidders, as appropriate, who may submit their comments and/or suggestions within the deadlines set in the Schedule. The Project Director will evaluate the advisability of including or not the suggestions made by the Bidders or Prequalified Bidders.
14. The Project Director will publish on the PROINVERSIÓN Institutional Portal only the suggestions to the Concession Contract received within the term established in the Schedule.
15. None of the terms and/or criteria contained in the Concession Contract projects will bind PROINVERSIÓN or the Grantor in any way.

1. The final version of the Concession Contract approved by the Committee and ratified by the Executive Director will be published on the PROINVERSIÓN Institutional Portal and notified by Official Letter to the Prequalified Bidders, in accordance with the provisions of the Schedule.
2. **SCHEDULE**
3. The dates of the Tender activities are detailed in Annex No. 30: Reference Schedule

The Project Director will communicate by Official Letter addressed to the Stakeholders, Bidders, Prequalified Bidders, and Qualified Bidders, as appropriate, any modification to the Schedule.

1. **SUBMISSION TO THE BIDDING TERMS AND INTERPRETATION**
   1. The sole submission of the documents required in the Bidding Terms implies full knowledge, acceptance, and unconditional submission by the Stakeholder, Bidder, Prequalified Bidder, Qualified Bidder, or Successful Bidder, as applicable, to each of the procedures, obligations, conditions, and rules, without exception, established in the Bidding Terms.
   2. These Bidding Terms have legally binding character for the Stakeholders, Bidders, Prequalified Bidders, Qualified Bidders, or Successful Bidder, as well as the submission of documents required in the Bidding Terms implies their irrevocable and unconditional waiver to raise, before any forum or authority, any action, claim, lawsuit, or request for compensation against PROINVERSIÓN, its advisors, or any other entity, agency, or official of the State of the Republic of Peru for the exercise of the powers provided in the Bidding Terms and in the Applicable Laws and Provisions.
   3. The terms and expressions used in the Bidding Terms will be interpreted in their natural and obvious sense, unless another meaning has been specifically assigned to them in this document or its annexes; and, in any case, in accordance with the current regulations in Peru. It will be considered, without admitting contrary evidence, that all participants in the Tender are aware of the Applicable Laws and Provisions.
   4. The titles of the Numerals, Forms, and Annexes of the Bidding Terms are used exclusively for indicative purposes and will not affect the interpretation of their content.
2. **AUTHORIZED AGENTS AND LEGAL REPRESENTATIVES**
   1. **Authorized Agents**
      1. The Stakeholders, Bidders, Prequalified Bidders, and Qualified Bidders may designate, by means of a simple letter addressed to the Project Director duly signed by their Legal Representative, a maximum of two (2) natural persons as their Authorized Agents, who may act individually or jointly, at the discretion of the Stakeholders. Together with the designation, the following information must be provided: names and surnames, identity document, common address (in case there are two) in the cities of Lima or Callao, telephone number, and e-mail addresses, according to Annex No.1*.*

An Authorized Agent may not be designated by more than one Stakeholder, Bidder, Prequalified Bidder, or Qualified Bidder.

* + 1. The Authorized Agents, in addition to other powers expressly contained in the Bidding Terms, will have the following powers:

1. Represent the Stakeholder, Bidder, Prequalified Bidder, Qualified Bidder or Successful Bidder before PROINVERSIÓN, the Executive Director, the Committee, the Project Director and the advisors, on all matters that do not fall under the exclusive competence of the Legal Representative in accordance with Numeral 10.2;
2. Respond, on behalf of the Stakeholder, Bidder, Prequalified Bidder, Qualified Bidder, or Successful Bidder and with binding effect for their principal, to all questions posed by the Project Director or Executive Director;
3. Receive Official Letters.
4. Sign the Confidentiality Agreement referred to in Numeral 13.2.
5. Request information from the Project Director and make use of the Virtual Data Room.
   * 1. The Stakeholders, Bidders, Prequalified Bidders, and Qualified Bidders, upon written communication addressed to the Project Director and fulfilling the same requirements, may replace any of the Authorized Agents, which will take effect the day after the date on which the communication is received by the Project Director.

* + 1. If such is the case, the communications that PROINVERSIÓN sends to one of the Authorized Agents shall be understood to be known by all those that may have been designated.
  1. **LEGAL REPRESENTATIVES**
     1. The Stakeholders, Bidders, Prequalified Bidders, and Qualified Bidders may only designate up to two (2) common Legal Representatives to represent them, jointly or individually, in accordance with the provisions of this Numeral. The following information must be provided with the designation: the common address (if two) in the city of Lima or Callao, the telephone number(s) and e-mail address(es) of the designated representative(s). A Legal Representative may not be designated by more than one Stakeholder, Bidder, Prequalified Bidder, and Qualified Bidder.
     2. The powers granted to each of the Legal Representatives must be sufficiently broad so that any of them, jointly or individually, may sign in the name and on behalf of its principal, all the documents required by the Bidding Terms, including, specifically, the power to initiate the challenge procedures set forth in the Bidding Terms, sign the Offer and, if awarded, sign the Concession Contracts.
     3. The Affidavits and/or Forms submitted in Envelope No. 1 must be signed by the Legal Representative of the Bidder, who must be duly authorized for this purpose. The other documents contained in Envelope No. 1 will not require a signature or endorsement by the Bidder.
     4. The documents submitted in Envelopes No. 2 and No. 3 must be signed or endorsed by the Legal Representative of the Prequalified Bidder or Qualified Bidder, as applicable, who must be duly authorized for this purpose.
     5. The power by which the Legal Representatives are appointed must contain the corresponding powers of representation, which may be general or special power. It will be submitted in Envelope No. 1.
     6. The substitution of the Legal Representatives will take effect from the day following the date on which the communication is received by PROINVERSIÓN with the documents that duly certify such appointment. If the accreditation is not in accordance, it will have no effect.
     7. The power granted outside of Peru designating a Legal Representative must be:
     8. Duly extended or legalized before the competent consulate of Peru, and a simple translation into Spanish must be attached if it was issued in a different language;
     9. Counter-signed before the Ministry of Foreign Affairs of Peru or,
     10. Apostilled, in case the Stakeholder or Bidder comes from a country that is a signatory to the "Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents”, in The Hague, Kingdom of the Netherlands, approved by Legislative Resolution No. 29445 and ratified by Supreme Decree No. 086-2009-RE ("Hague Apostille").
     11. Powers granted in Peru must be recorded by public deed or in a notarized certified copy of the corresponding corporate body minutes by which they are granted.
     12. In no case shall it be required that, at the time of its submission, the powers of attorney of the Legal Representative be registered in the Public Registries of Peru.
     13. In the case of Consortiums, the Legal Representatives must be common to all their members. Their designation, in a number not exceeding two (2), must be made through the Legal Representatives of the Consortium members who have the powers to do so. The powers must be accredited as established in Numerals 10.2.5 and 10.2.7.

1. **RECEPTION DESK**

**On-site reception desk:**

* 1. Except in those cases where otherwise expressly indicated, the maximum time of Day for the submission of documents at PROINVERSIÓN's On-site Reception Desk (located at Avenida Canaval Moreyra No. 150, San Isidro, Peru), will expire at 5:00 p.m. Lima - Peru time. The service hours of the on-site reception desk are from Monday to Friday, from 9:00 hours to 17:00 hours.

**Online reception desk:**

* 1. In the case of documents submitted at the online reception desk (computer module whose direct access is <https://mesadepartesvirtual.proinversion.gob.pe>), the registration of documents will be governed by the following:

1. Documents submitted between 00:00 hours and 23:59 hours of a working day are considered submitted on the same date.
2. Documents submitted on non-working days are considered submitted on the first working day following.
   1. The storage capacity limit for document submission at the online reception desk of PROINVERSIÓN will be governed by the provisions in the User Manual for the operation of the Online Reception Desk. Documents must not contain passwords, codes, or similar that prevent their download and reading.
   2. In the case of the use of the online reception desk, the Project Director shall communicate to the Stakeholders, Bidders, Prequalified Bidders and Qualified Bidders, by means of an Official Letter, the exclusive use of said mechanism and shall specify the storage capacity limit of each mail to be sent.
3. **CONSULTATIONS AND OFFICIAL LETTERS**
   1. **Consultations**
4. Stakeholders, Bidders, Prequalified Bidders and Qualified Bidders, as applicable, through the e-mail addresses provided by their Authorized Agents and/or Legal Representatives, may make consultations strictly related to the Bidding Terms, and comments or suggestions to the draft Concession Contract within the terms established in the Schedule, through written communications in Spanish and addressed to:

**ALDO LADERAS PARRA**

Project Director

Av. Enrique Canaval Moreyra No. 150, Piso 10, San Isidro (Lima 27), Peru

Phone: (511) 200-1200 Extension 1292

Online Reception Desk: [https://mesadepartesvirtual.proinversion.gob.pe](https://mesadepartesvirtual.proinversion.gob.pe/)

Email: Teleferico-Choquequirao@proinversion.gob.pe

If the use of the online reception desk has not been communicated, consultations and suggestions will be made in Spanish and in writing submitted at the PROINVERSIÓN reception desk.

1. The Project Director's responses to the consultations formulated to the Bidding Terms will be communicated by means of an Official Letter to all Stakeholders, Bidders and Prequalified Bidders, as the case may be, without indicating the name of the person who made the consultation.
2. The Project Director is not obliged to respond to consultations about the Bidding Terms that are not related to the Tender. Likewise, they will not be obliged to accept or respond to suggestions from Stakeholders and Bidders regarding the Concession Contract projects. PROINVERSIÓN will evaluate the convenience of including or not the suggestions made by the Stakeholders or Bidders.
3. It is expressly established that the dates of the Schedule detailed in Annex No. 30 may be modified, which will be communicated by means of an Official Letter.

* 1. **Official Letter**

1. The Project Director may, at any time and if deemed necessary, clarify, specify, modify, and/or complement the Bidding Terms, issuing an Official Letter for this purpose, which will be sent to the Legal Representatives or Authorized Agents of the Stakeholders or Bidders, as applicable. All Official Letters issued will be published on the institutional portal of PROINVERSIÓN.

1. All Official Letters and communications will be sent to the e-mail addresses previously indicated in Annex No. 1 by the Stakeholder or Bidder, who accepts as well received the communications sent by e-mail, with confirmation of sending, and therefore it is understood that, with the mere fact of submitting the Affidavit - Notification of Information established in Annex No.1, it grants express consent to receive electronic communications from the institutional e-mail account. Likewise, the Stakeholder or Bidder has the ongoing responsibility to monitor their email account.
2. The Official Letters issued by the Project Director will be an integral part of the Bidding Terms, being, consequently, legally binding for all Stakeholders, Bidders, Prequalified Bidders, and after the submission of Envelopes No. 2 and No. 3, only for Qualified Bidders.
3. After the term for the prequalification of Bidders has expired, the Official Letters will only be notified to the Prequalified Bidders, and after the submission of Envelopes No. 2 and No. 3, only to the Qualified Bidders.
4. All communications addressed to the Stakeholder, Bidder, Prequalified Bidder, or Qualified Bidder may be made to any of the Authorized Agents or Legal Representatives through the following alternative:
5. By courier, in which case the communication shall be deemed to have been received on the date of its delivery, it being understood that any communication made at the common address indicated by the Authorized Agents referred to in Annex No.1 shall be deemed to have been properly made and effective.
6. By email to the email address(es) indicated in Annex No. 1.

The Stakeholder, Bidder, Prequalified Bidder or Qualified Bidder accepts as well received the communications sent by e-mail, with confirmation of dispatch, and therefore it is understood that, by the mere fact of submitting the documents referred to in Annex No.1, it grants express consent to the Project Director to send electronic communications from the institutional e-mail account.

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

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

The Project Director, by Official Letter, may communicate to the Stakeholder, Bidder, Prequalified Bidder, or Qualified Bidder the exclusive use of one of the communication mechanisms or the change of the chosen alternative for the communication of the official letters.

1. The notification of the change of alternative takes effect on the day it is recorded as having been received, in accordance with the provisions of numeral 2 of article 25 of the TUO of the General Administrative Procedure Act.
2. **ACCESS TO INFORMATION** 
   1. **Access to the Virtual Data Room (VDR)**
3. The Stakeholders, Bidders, or Prequalified Bidders will have, until the date indicated in the Schedule, access to information related to the Project "Improving Public Tourist Services at the Choquequirao Archaeological Park" that will be available for consultation in the VDR of PROINVERSIÓN.
4. Access to the VDR must be coordinated according to the rules established for its operation contained in the Access and Use Manual of the Virtual Data Room, according to Annex No. 25 of the Bidding Terms.
5. The Stakeholders, Bidders, or Prequalified Bidders, through written communication sent to the Project Director by any of their Authorized Agents or the Legal Representative, will indicate the names of the persons who will have virtual access to the VDR.
6. The Stakeholders, Bidders, Prequalified Bidders, Qualified Bidders, or the Successful Bidder are responsible for safeguarding and correctly using the access passwords to the VDR.
   1. **Confidentiality Agreement**

The User, as established in Numeral 4.1, must sign and comply with the Confidentiality Agreement included in Annex No. 27, in order to have access to the VDR.

* 1. **VDR Information Content**

The VDR information is as indicated in Annex No. 25 – Appendix 1. Any additional document incorporated into this will be communicated through Official Letter.

* 1. **Interview Requests**

Any Stakeholder or Bidder, through Authorized Agents and/or Legal Representatives, as applicable, shall have the right to request interviews with the Project Director, until the Day before the deadline for submitting Envelope No. 1 and, in the case of Prequalified Bidders, they may do so until one day before the submission of Envelopes No. 2 and No. 3. The Project Director may conduct these interviews virtually or in person.

In the case of a face-to-face interview, a written record will be signed by the participants and the topics discussed. In the case of a virtual interview, the Project Director will send an email to the attendees with a summary of the topics discussed.

1. **SUBMISSION OF ENVELOPES No. 1, No. 2 AND No. 3**
   1. **General Aspects**
      1. Unless expressly stated otherwise, all documents must be submitted in Spanish or accompanied by a simple translation into Spanish. In case of any discrepancy between the texts in both languages, the text in Spanish shall prevail.
      2. All documentation submitted in the Envelopes must be perfectly legible and must be paginated clearly, in a sequential manner, and signed on each page by the Legal Representative(s). Additionally, an index containing a detailed list of all documents included in each Envelope must be included, except for Envelope No. 3.
      3. In the event of any discrepancy between a figure expressed in numbers and in letters, the figure expressed in letters shall prevail.
      4. In the case of Envelope No. 1, the Project Director may decide to use the mechanism of the on-site or online reception desk, as appropriate, which shall be communicated by means of an Official Letter.
      5. The documents in Envelope No. 1 shall be submitted, as the case may be, in physical form, or through the online reception desk and to the e-mail address provided for the Project, through the Bidders' Legal Representatives. In the event that there is more than one Legal Representative and the joint representation has not been indicated, it will be sufficient that the subscription of the Affidavits and/or Forms, as well as the sending of the e-mail are carried out by one of them.
      6. Envelopes No. 2 and No. 3 may only be submitted in person by one of the Authorized Agents or by one of the Legal Representatives. Documents sent by postal, electronic or any other type of communication will not be accepted or received.
      7. Envelopes No. 2 and No. 3 must be submitted sealed and labeled on the front with the name of the Bidder. This provision is also applicable with respect to Envelope No. 1, in the event that its physical submission is required.
      8. Envelope No. 2 shall be submitted in three (3) sets, one (1) original and two (2) single copies.
      9. Envelope No. 3 must be submitted only in original.
      10. The Stakeholder or Bidder will assume all costs or expenses incurred, direct or indirect, related to the preparation and submission of Envelopes No. 1, No. 2, and No. 3, as applicable. The State or any of its dependencies, including PROINVERSIÓN, its consultants and/or advisors, will not be responsible in any case for such costs or expenses, regardless of the outcome of the Comprehensive Project Tender, or if it is suspended or canceled.
      11. If any Prequalified Bidder does not submit any of the required documents for Envelope No. 2, the referred Bidder will be disqualified from the Comprehensive Project Tender.
   2. **Submission of Envelope No. 1**

The submission of Envelope No. 1 shall be carried out within the term indicated in the schedule. The documents included in said Envelope must be numbered in a correlative and clear manner, including a table of contents with a detailed list of the documents included.

In case the submission of Envelope No. 1 is established virtually, the same shall be made through the online reception desk. In addition to the above, the documents included in the Envelope must be legibly scanned in color PDF format.

* 1. **Submission of Envelopes No. 2 and No. 3**

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

Envelopes No. 2 and No. 3 may only be submitted in person by one of the Authorized Agents or by one of the Legal Representatives. Documents sent by postal, electronic or any other type of communication will not be accepted or received.

Envelope No. 2 shall be submitted in three (3) sets, one original and two single copies. Envelopes No. 2 and No. 3 must be submitted sealed and labeled on the front with the name of the Prequalified Bidder.

The documents of Envelopes No. 2 and No. 3 must contain the approvals and handwritten signatures of the Legal Representative. If any Prequalified Bidder does not submit any of the required documents for Envelope No. 2, they will be automatically disqualified and excluded from the Tender. In this case, the Prequalified Bidder's Envelope No. 3 will be returned unopened at the same time.

Envelope No. 3 must be submitted only in original. PROINVERSIÓN will timely deliver to each Prequalified Bidder the security paper duly printed with the same wording as the one indicated in Annex No. 32.

1. **CONTENT OF ENVELOPE No. 1 – CREDENTIALS**

The Bidder shall provide, through the presentation of Envelope No. 1, the information detailed below, which shall be considered as an Affidavit:

* 1. **Legal requirements:** 
     1. A simple copy of the Bidder's current Bylaws or equivalent instrument issued by the competent authority in its country of origin, or in the case of a Consortium, of each of its members.
     2. Affidavit, certifying the existence and validity of the legal entity, according to Annex No. 4.
     3. In the case of a Consortium, in addition to the obligation to comply with the requirement(s) mentioned in Numerals 15.1.1 and 15.1.2 of the Bidding Terms, the Bidder must submit an Affidavit, confirming its existence, validity, and solidarity regarding the obligations assumed in the Comprehensive Project Tender, according to Annex No. 5.
     4. Affidavit, signed by the Legal Representative of the Bidder, indicating the percentage of participation corresponding to each of its shareholders or partners, according to Annex8. In the case of Consortiums, this information will also be required regarding each of its members, according to Annex No. 10.
     5. Simple copy of the payment receipt for the Right of Participation issued in the name of the Stakeholder or one of the members of the Consortium. Alternatively, if applicable, an Affidavit shall be submitted explaining the manner of acquisition of the Right of Participation, either through a Company related to the Stakeholder or to one of its shareholders or partners as indicated in Annex No. 17 or through a transfer of rights, in which case the communication evidencing the transfer in its favor shall also be submitted. Once this fee has been paid, the Stakeholder shall submit Annex No.1 containing the Affidavit.
     6. Simple copy of the minutes of power of attorney of the Legal Representative or original or simple copy of the notarized copy of the power of attorney. In the case of a Consortium, a simple copy of the minutes where the powers of attorney of the Legal Representatives of each of its members are recorded or an original or simple copy of the public deed of the power of attorney.

In both cases, an Affidavit must be attached, according to Annex No. 33: Form - Validity of the powers of the Legal Representatives, stating that the above-mentioned power(s) of attorney(s) is/are in force.

* + 1. Affidavit according to Annex No. 11: Affidavit of not being impeded to contract with the State.
    2. Affidavit expressing that the Bidder waives the right to invoke or exercise any diplomatic or other privilege or immunity or claim through diplomatic channels and any claim that may be invoked by or against the State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors, under Peruvian law or under any other legislation with respect to its obligations arising from the Bidding Terms, the Financial Offer and/or the Technical Offer.

Said affidavit shall be submitted according to Annex No. 12 and Annex No. 13 in accordance with the following:

1. Annex. No. 12: “Waiver of privileges and claims applicable to unlisted companies” by that Bidder that does not have its shares listed on stock exchanges. In the case of a Consortium, it will be submitted only by those members of the Consortium who do not have their shares listed on stock exchanges.
2. Annex No. 13: “Waiver of privileges and claims (applicable to companies listed on stock exchanges)” by that Bidder that has its shares listed on stock exchanges. In the case of a Consortium, it will be submitted only by those members of the Consortium who have their shares listed on stock exchanges.

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

* + 1. Affidavit in accordance with Annex No. 14 duly signed by the Legal Representative of the Stakeholder, stating that the Bidder's advisors have not failed to comply with the provisions of numerals 33.2 and 33.3 of Article 33 of Supreme Decree No. 240-2018-EF.

* + 1. Affidavit (if applicable), in accordance with Annex No. 15, of commitment to incorporate a legal entity in Peru for the purposes of the execution of the Concession Contract, submitted only by consortia. The referred legal entity, to be established, may adopt any of the corporate modalities regulated by the General Corporation Law. Notwithstanding the foregoing, it is specified that the member of the Consortium that holds the status of Operator must have at least a 25% shareholding in the legal entity that is formed for the purposes of signing the Concession Contract.
    2. Affidavit in accordance with Annex No. 16 in which the Bidder, if awarded, undertakes to physically submit the documents included in Envelope No. 1, if applicable. The signature of this form must be notarized or have the corresponding apostille.
    3. Affidavit in accordance with Annex No. 40, which establishes that neither the Bidder, nor its shareholders, partners or Related Companies, nor any of their respective directors, officers, employees, nor any of their advisors, representatives or agents, have paid, offered, or attempted to pay or offer, or will attempt to pay or offer in the future any illegal payment or commission to any authority, institution or natural person holding any public office related to the successful bid of the Tender.
  1. **Technical requirements**
     1. In order to meet the technical capacity, the Bidder must demonstrate experience in: **(i)** Construction, directly, in **(ii)** Operation, directly, and in **(iii)** Supply, Assembly and Start-up, directly or through a third party.

The mentioned experience must be accredited as follows:

* + - 1. In Construction:

The Stakeholder must accredit experience in the Construction of Cableway Installations using the Aerial Tramway, 3S Cable Car or Gondolas lifts technology, and the installation(s) must have been completed within the last twenty (20) years prior to the date of publication of these Bidding Terms.

In order to validate the experience in the Construction of Cableway Installations, the stakeholder must demonstrate the following:

* Having executed Cableway Installations that employ the aforementioned technologies.
* The experience may be supported by the maximum accumulation of three (3) of these Cableway Installations, whose total lengths exceed four (4) kilometers.

If it does not have experience in Construction of Cableway Installations, it must accredit experience in: **(i)** Construction of Road Infrastructure Works for Railway Transportation or Highways, as well as in **(ii)** Construction of Buildings; in addition, the work(s) must have been completed within the last twenty (20) years prior to the date of publication of these Bidding Terms.

In order to validate the experience in the Construction of Road Infrastructure Works for Railway Transport or Highways, the Stakeholder must demonstrate between one (1) as a minimum and a maximum of three (3) works, whose accumulated dimensions exceed the following:

* A minimum length of thirty (30) kilometers of track; and
* A minimum length of one hundred (100) meters of tunnels; and
* A minimum length of one hundred (100) meters of bridges; and
* A minimum volume of one thousand (1000) cubic meters of concrete walls, revetments or gabions for slope stability.

For the purpose of validating experience in Building Construction, the stakeholder must demonstrate at least one (1) and a maximum of three (3) works, whose accumulated built areas exceed five (5) hectares and whose foundations are of the pile or mat type.

* + - 1. In Operation:

The Stakeholder must demonstrate experience in:

* Operation of Cableway Installations with 2S or 3S Aerial Tramway technology, Gondolas lifts, in addition to the fact that the installation(s) must be for tourist use and have been completed within the last twenty (20) years prior to the date of publication of these Bidding Terms.

The installation(s) will be considered for tourist use if they lead to a tourist resource, archaeological site, or natural site.

For the purpose of validating experience, the Stakeholder must demonstrate operational experience of at least one (1) Cable Transport Installation with any of the mentioned technologies, with an installed capacity of five hundred (500) passengers per hour per direction, and that have been in operation for at least five (5) years.

* + - 1. In Supply, Assembly, and Start-up:

The Stakeholder must demonstrate experience in the supply, assembly, and start-up of Cableway Installations with 2S or 3S Aerial Tramway technology, in addition to the fact that the installation(s) must have been completed within the last twenty (20) years prior to the date of publication of these Bidding Terms.

For the purpose of validating experience, the Stakeholder must demonstrate the Supply, Assembly, and Start-up of at least one (1) and a maximum of three (3) Cableway Installations with any of the mentioned technologies, and whose accumulated lengths exceed four (4) kilometers. The accredited installation(s) must have an installed capacity of five hundred (500) passengers per hour per direction and must have been executed in accordance with the following standards:

* EU Regulation 2016-424 of the European Parliament and of the Council of the European Union (2016).
* EN 1709 Safety requirements for cableway installations designed to carry persons. Examination prior to commissioning, maintenance and operational checks. European Committee for Standardization - CEN (2020).
* EN 1908 Safety requirements for cableway installations designed to carry persons. Tensioning devices. European Committee for Standardization - CEN (2015).
* EN 1909 Safety requirements for cableway installations designed to carry persons. Recovery and evacuation. European Committee for Standardization - CEN (2017).
* EN 12397 Safety requirements for cableway installations designed to carry persons. Operation. European Committee for Standardization - CEN (2017).
* EN 12929-1 Safety requirements for cableway installations designed to carry persons. General requirements. Part 1: Requirements applicable to all facilities. European Committee for Standardization - CEN (2015).
* EN 12929-2 Safety requirements for cableway installations designed to carry persons. General requirements. Part 2: Additional requirements for bi-cable aerial tramways without carrier brakes. European Committee for Standardization - CEN (2015).
* EN 12930 Safety requirements for cableway installations designed to carry persons. Calculations. European Committee for Standardization - CEN (2015).
* EN 13107 Safety requirements for cableway installations designed to carry persons. Civil Works. European Committee for Standardization - CEN (2015).
* EN 13223 Safety requirements for cableway installations designed to carry persons. Drives and other mechanical devices. European Committee for Standardization - CEN (2023).
* EN 13243 Safety requirements for cableway installations designed to carry persons. Electrical devices other than the drive. European Committee for Standardization CEN (2015).

In addition to having obtained the CE Certification for the following subsystems.

* Carrier-tractor cable.
* Transmissions and brakes.
* Mechanical devices: tension device, station mechanical devices, and line mechanical devices.
* Vehicles: vehicles, suspension arm, disengageable clamps, electrotechnical devices, control, command, and safety devices, communication and information installations, lightning protection devices.
* Rescue: fixed devices and mobile devices.

The requirements referred to in the first paragraph may be fulfilled by the Stakeholder itself, a member of the Consortium, or a third Party to be subcontracted, and must be accredited by the date indicated in the Bidding Terms, as well as the relevant certificates or declarations must be presented for support.

* + 1. Accreditation of experience

The direct accreditation of experiences may be carried out under any of the following options:

* + 1. Through the Bidder, or any of the members, in the case of a Consortium, who has the accredited experience.
    2. Through a Related Company of the Bidder or any of its members, in the case of a Consortium.

The indirect accreditation of experience for Supply, Assembly, and Start-up may be carried out through a third company, for which the Bidder must have a Supply, Assembly, and Start-up Contract Commitment for Electromechanical Equipment, according to Annex No. 38, with the third company that accredits the experience. Likewise, the third company must provide technical assistance for the proper use and maintenance of the Electromechanical Equipment during the first four (4) years of the Project's operational phase.

* + 1. Participation of the person accrediting the experience

Whoever accredits the experience for Supply, Assembly, and Start-up may participate in the Comprehensive Project Tender with more than one Bidder, provided that they are not a Related Company to any of them. In the event that the experience is accredited by a Related Company, it may only present itself with a single Bidder, applying the impediment to the Related Companies.

Experiences acquired as a member of a consortium will be accepted, provided that it is accredited: **(i)** having had a participation of no less than 33%, or **(ii)** having executed 100% of the presented activity. For these cases, documentation must be presented that allows verifying the participation and/or activity carried out in the consortium.

* + 1. For the accreditation of the requirements in Construction, Operation, and Supply, Assembly, and Start-up, indicated in this Numeral, the following documents must be presented:

1. To directly accredit the experience in Construction: the Annex No. 33: Affidavit – Technical Experience – Construction Capacity of the Bidding Terms must be presented, as well as the certificates or technical declarations according to the requirements of that Annex.
2. To directly validate the experience in Operation: the Annex No. 37: Affidavit – Technical Experience – Operational Capacity of the Bidding Terms must be presented, as well as the certificates or technical statements according to the requirements of the Annex No. 39: Requirements for the submission of certificates or technical declarations of the Bidding Terms.
3. To directly validate the experience in Supply, Assembly, and Start-up: the Annex No. 37: Affidavit – Technical Experience – Capacity in Supply, Assembly, and Start-up of the Bidding Terms must be presented, as well as the certificates or technical statements according to the requirements of the Annex No. 39: Requirements for the submission of certificates or technical declarations of the Bidding Terms. If it was decided to validate this experience through a third party, an additional affidavit in accordance with the Annex No.34: Affidavit - Commitment of Supply, Assembly, and Start-up Contract for Electromechanical Equipment of the Bidding Terms must be presented.

In case a Stakeholder, for its prequalification, has only fulfilled the requirement of validating its experience in Construction or Operation directly, then in its Technical Proposal it must substantiate that have the technical solvency in Supply, Assembly, and Start-up. For this purpose, a promise of hiring one or more Persons who meet the indicated experience must be presented.

* 1. **Financial Requirements**

The Stakeholder must demonstrate strict compliance with the following financial requirements:

* + 1. A minimum Net Worth of S/ 469,171,617.00 (four hundred sixty-nine million one hundred seventy-one thousand six hundred seventeen with 00/100 Soles) at the close of the last two (2) audited annual economic periods.

The minimum required Net Worth level may be accredited under any of the following options:

1. Directly by the Bidder or by any of its members in the case of a Consortium,
2. Through the Parent Company or Subsidiary Companies, if these exist, of the Bidder or any of its members in the case of a Consortium,

c. Through the sum of the net worth of each of the members, in case the Bidder is a Consortium, pro rata to the participation percentages of these, or of the Parent Company or Subsidiary Companies of any of its members.

* + 1. The Stakeholder must present a simple copy of its audited financial statements (individual or consolidated, as applicable) corresponding to the economic periods 2022 and 2023.

These documents must be presented in Spanish or in the original language, requiring a simple translation into Spanish for the latter case.

If the Stakeholder presents consolidated figures of the Net Worth of the Parent Company by majority in the share capital, using its consolidated audited financial statements for this purpose, it may not present either its own minimum Net Worth or that of the other Subsidiary Companies; in such a case, the same Net Worth value may not be accredited more than once.

* + 1. The accreditation of the mentioned requirements in the preceding Numerals must be presented in accordance with Annex No. 18, which must be signed in original by the Legal Representative of the Stakeholder.

1. **SIMPLIFIED PREQUALIFICATION PROCEDURE**[[1]](#footnote-2)
   1. It is the mechanism by which Stakeholders who have prequalified in any process carried out by PROINVERSIÓN in the last two (2) to five (5) years based on the project and the involved sector counted from the date of submission of Envelope No. 1 for that process; may request, prior to the submission of the Envelope No. 1, a "Certificate of Validity of Prequalification Documents" to validate the credentials in the Tender.
   2. Any Stakeholder wishing to use the simplified prequalification procedure must submit a request to the Project Director indicating the name of the process in which it participated, as well as any documentation it may have submitted for the purposes of prequalification or credential submission. The application must be submitted no later than twenty (20) days before the deadline for the submission of Envelope No. 1 referred to in the Schedule of the Bidding Terms. The submission of the application, to make use of the simplified prequalification procedure, will be made through the physical reception desk or, if the exclusive use of electronic means has been communicated, through the online reception desk and the email provided for the Project, through the Authorized Agents and/or Legal Representatives of the Stakeholders, Bidders, Prequalified Bidders, and Qualified Bidders.
   3. The Project Director or the Evaluation Commission for Envelope No. 1 will verify the applicability of the documents to the prequalification process of the Comprehensive Project Tender.
   4. If the applicability referred to in the previous paragraph is verified, the Project Director will deliver to the Stakeholder the Certificate of Validity of Prequalification Documents within a period not exceeding ten (10) days after the submission of the application for said certificate. The Certificate of Validity will be sent physically or virtually to the provided email addresses, as applicable.
   5. For the purposes of complying with the submission of Envelope No. 1, the Stakeholder who has opted for the simplified procedure must submit only the following documentation:
      * 1. The Certificate of Validity of Prequalification Documents.
        2. Affidavit stating that the documentation referred to in the Certificate of Validity of Prequalification Documents remains valid, according to the model contained in the Annex No.3 of the Bidding Terms.
        3. The new or additional documentation required for the purposes of Prequalification indicated in Numeral 17 of the Bidding Terms.
2. **SUBMISSION, EVALUATION AND PREQUALIFICATION OF ENVELOPE No. 1**
   1. **Submission**
      1. The Stakeholders will submit their Envelopes No. 1 within the deadline indicated in the Schedule, through the physical reception desk or through the online reception desk; in the latter case, additionally, to the email: Teleferico-Choquequirao@proinversion.gob.pe.
      2. After the submission of Envelope No. 1, no information will be provided to the Bidder regarding its prequalification, until the decision of the Project Director, following the evaluation of the Evaluation Commission for Envelope No. 1, has been communicated to said Bidder.
   2. **Evaluation**
3. After the submission of Envelope No. 1 and subsequent opening, no information will be provided to the Bidder regarding the prequalification process, until the decision of the Project Director has been communicated to said Bidder.
4. In case a correctable defect or material error is found, the Project Director directly or, if applicable, at the proposal of the Evaluation Commission for Envelope No. 1, will request the Bidder to correct it, granting the corresponding period according to the Schedule, under the warning of being excluded from the prequalification. Such request will be communicated in accordance with what is provided in Numeral 12.2.5.

Both the request for correction and the corresponding responses will be made in writing. The correction must be submitted through the online reception desk, as established in Numeral 11.

1. Additionally, in order to facilitate the examination, verification, and comparison of data and requirements demanded in the Bidding Terms, the Project Director directly or, if applicable, at the proposal of the Evaluation Commission for Envelope No. 1, may request any Bidder to clarify the information contained in Envelope No. 1, without this implying any modification of its content. Such request will be communicated in accordance with what is provided in Numeral 12.2.5.

Both the clarification request and the corresponding responses will be made in writing. The clarification must be submitted through the online reception desk, as established in Numeral 11.

* 1. **Prequalification**
     1. Within the maximum period indicated in the Schedule, the Project Director, at the proposal of the Evaluation Committee for Envelope No. 1, will issue its pronouncement, determining the Prequalified Bidders to participate in the following stages of the Comprehensive Project Tender, which will be communicated to each Bidder in writing.
     2. Any Prequalified Bidder may form a Consortium until the date specified in the Schedule. Likewise, within that period, Prequalified Bidders as a Consortium may make changes to their composition, according to Annex No. 7. In any case, they may associate with other Prequalified Bidders or with third parties. The new Consortium, within the period specified in the Schedule, must meet the prequalification requirements by presenting the documents required by the Bidding Terms. The changes must be submitted for consideration to the Project Director within the indicated period, who reserves the right to accept these changes.
     3. If any member of a Prequalified Bidder as a Consortium decides to withdraw from it, the Prequalified Bidder must communicate this to the Project Director within the period established in the Schedule for forming a consortium. To this end, the Prequalified Bidder must present another legal entity to replace it, only to the extent that the members remaining in the Prequalified Bidder do not meet the prequalification requirements; if this is the case, the Prequalified Bidder will submit the new member for the Project Director's evaluation within the mentioned period.
     4. If the Prequalified Bidder does not present the new member, its prequalification will be rendered ineffective for the Comprehensive Projects Tender, which will be communicated by the Project Director.
     5. The decision of the Project Director regarding the prequalification will be final and not subject to challenge.

1. **CONTENT OF ENVELOPE No. 2 - TECHNICAL OFFER**

The Technical Offer must contain the following:

* 1. Affidavits:
     1. Affidavit (Annex No. 20) through which it must be stated that all the information submitted in Envelope No. 1 remains valid as of the date and will remain so until the Closing Date.
     2. Affidavit through which the Prequalified Bidder states that it is aware of the Bidding Terms and Official Letters, that it accepts the final version of the Concession Contract that will be delivered on the date indicated in the Schedule, and that it commits to ensuring that, in the event of being awarded, the Concession Contract will be signed by the Legal Representative of the Concessionaire.

This document must be submitted according to Annex No.20, in case the Prequalified Bidder does not have its shares listed on a stock exchange, or according to Annex No. 22, in case the Prequalified Bidder has its shares listed on a stock exchange.

* + 1. Affidavit of compliance with the Basic Technical Specifications, according to Annex No. 23.
  1. A Letter of Intent for Financing.
     1. This document must be issued by a credit institution that operates legally in Peru, and it must establish its intention to participate in the financing of the Project for a defined amount or range of amounts, acting as the leading institution of the credit facility.
     2. This document must be issued, according to the Annex No.34: Model Letter of Intent for Financing, by the corresponding credit area in the financial institution, meaning that letters issued by bank branches will not be accepted**.**
     3. The credit institution must show that it has participated in the financial closure of infrastructure projects in the last ten (10) years, indicating the year, project, country, amount, and client. For these purposes, subordinated loans, convertible loans, mezzanines, or any other structure that is subordinated in payment will not be considered.
     4. It is important to emphasize that this document is not, in any way, binding nor should it be interpreted as a guarantee of achieving financial closure or the effective participation of the Financial Entity that issues it.
  2. Concession Contract

One (1) copy of the Concession Contract, printed on security paper, which will be sent in a timely manner by PROINVERSIÓN, endorsed on each of its pages by the Legal Representative(s) as a sign of acceptance of the terms and conditions thereof.

* 1. Guarantee of Validity, Duration, and Seriousness of the Offer

This Guarantee must be valid for a period of no less than one hundred eighty (180) Calendar Days counted from the date of submission of Envelope No. 2. The Project Director may order the mandatory extension of the Guarantee of Validity, Duration, and Seriousness of the Offer, and the Qualified Bidder must renew it for the periods determined for that purpose.

This guarantee constitutes a deterrent mechanism against the submission of unrealistically low bids.

* 1. The Technical Offer must contain, at a minimum, the following

1. Description of the construction systems considering the following aspects: (a) List of machinery and special equipment for the execution of the works, (b) Transportation plan for the Electromechanical Equipment (from importation to installation), (c) Construction procedures for the stations and pylons located in hard-to-access areas, (d) Mitigation of impact on the natural and archaeological environment.
2. Description of the Start-up tests of the Cableway Installations.
3. Schedule for the Execution of Works and Electromechanical Equipment:
4. Work organization in the different phases of the Project (construction and operation).
5. Description of staff training during the Operation stage.

This Technical Offer will be an integral part of the Concession Contract and will be binding in the aspects referred to the Annex No.28: Model for Submission of the Technical Offer.

In case of omission of any of the documents detailed above, the Committee will consider Envelope No. 2 as not submitted. Only the correction of errors or defects, which in the opinion of the Evaluation Commission for Envelope No. 2, are non-substantial in nature, will proceed.

1. **CONTENT OF ENVELOPE No. 3 - ECONOMIC OFFER**
   1. The Prequalified Bidder must submit its Economic Offer within Envelope No. 3, according to the format of the [Annex No.32: Economic Offer Submission Model](#AnexoNº33) of the Bidding Terms. This must be printed on security paper, which will be sent in a timely manner by PROINVERSIÓN to each Prequalified Bidder.
   2. The Economic Offer must contain the values proposed by the Prequalified Bidder for each of the components of the remuneration through Availability Payments:

***Availability Payment 1 in US Dollars (*𝑷𝑷𝑫𝟏)**

It is the payment commitment in US Dollars, excluding VAT, subject to deductions, that the Grantor will pay to the Concessionaire to reimburse the Investments as established in the Concession Contract. The Maximum Value of 𝑃𝑃𝐷1 is presented in Table 1.

***Availability Payment 2 in Soles (*𝑷𝑷𝑫𝟐)**

It is the payment commitment in Soles, excluding VAT, subject to deductions, that the Grantor will pay to the Concessionaire to reimburse the Operation and Maintenance costs, as established in the Concession Contract. The Maximum Value of 𝑃𝑃𝐷2 is presented in Table 1.

**Table 1. Maximum value of the remuneration component**

|  |  |  |
| --- | --- | --- |
|  | Component of the Availability Payment | Maximum value |
| 1 | 𝑃𝑃𝐷1: Availability Payment 1 in US$ | It will be communicated by Official Letter |
| 2 | 𝑃𝑃𝐷2: Availability Payment 2 in Soles | It will be communicated by Official Letter |

* 1. The Economic Offer must be valid for at least 120 Calendar Days after the submission date of Envelopes No. 2 and No. 3. Economic Offers with a validity shorter than required will not be accepted. The Project Director may order the mandatory extension of the Economic Offers.
  2. The Economic Offer will be an integral part of the Concession Contract and will be binding.
  3. For the purposes of this Comprehensive Project Tender, the submission of Envelope No. 3 contains an irrevocable Economic Offer, with the submission of the Prequalified Bidder presenting it, without exception, to all terms and conditions of the Concession Contract.

1. **MECHANISM FOR PREVENTING UNREALISTICALLY LOW BIDS**

The mechanism for addressing the existence of unrealistically low bids will be communicated by Official Letter.

1. **RECEPTION ACT OF ENVELOPES No. 2 AND No. 3, AND OPENING AND EVALUATION OF ENVELOPE No. 2**
   1. **Reception of Envelopes No. 2 and No. 3**
      1. Envelopes No. 2 and No. 3 from the Prequalified Bidders will be submitted in a public act before the Committee or before whoever it has delegated, in the presence of a Notary, at the place, day, and estimated time in the Schedule. Notwithstanding this, the Committee may grant thirty (30) minutes of tolerance for the submission.
      2. Next, the Committee or whoever it has delegated will invite the Prequalified Bidders one by one to present their Envelopes No. 2 and No. 3. The Comprehensive Projects Tender will be declared void in the cases referred to in Numeral 24.
      3. Envelopes No. 2 and No. 3 will be delivered by each Prequalified Bidder to the Notary, who will verify that the Envelopes are closed and that the required copies have been delivered as per the Bidding Terms.
      4. Subsequently, the Notary will open Envelope No. 2 from each Prequalified Bidder. Envelope No. 3, unopened, will remain in the custody of the Notary until the date of its opening, foreseen in the Schedule.
      5. Once Envelope No. 2 is opened, the Notary will initial and seal all pages of the documents contained therein and will deliver them to the Committee or to whoever it has delegated, for further evaluation.
      6. The act will conclude with the reading of the minutes that the Notary will prepare, in which the receipt of Envelopes No. 2 and No. 3, the opening of Envelope No. 2, and the custody of Envelope No. 3 will be recorded; this will be signed by the Notary, the Committee or whoever it has delegated, and the Prequalified Bidders who wish to do so.
      7. The public act of receiving Envelopes No. 2 and No. 3 may be broadcast live through PROINVERSIÓN's institutional media.
      8. Capacity limitations for public acts will be communicated in advance, through Official Letter, and will respond to reasons of security and public health, ensuring the publicity of the act through its transmission via digital means, as indicated in the preceding Numeral.
   2. **Evaluation of Envelope No. 2**
      1. The documents of Envelope No. 2 will be analyzed by the Evaluation Commission for Envelopes No. 2, in order to verify that the Prequalified Bidder complies with what is stated in Numeral 18.
      2. If the Evaluation Commission of Envelopes No. 2 determines that there is any defect to be corrected that involves a correction of material errors or a non-substantial clarification regarding any of the documents, it will be communicated to the Prequalified Bidder, so that they can correct it within the time granted, which will be made known to the other Prequalified Bidders at the opening act of Envelope No. 3.
      3. In no case will the non-presentation of any of the documents that must be contained in Envelope No. 2 be considered as correctable. Similarly, any document from Envelope No. 2 that is submitted conditionally will be considered invalid.
      4. The results of the evaluation of Envelopes No. 2 will be recorded in an evaluation report that will be signed by the members of the Envelope No. 2 Evaluation Commission and submitted to the Committee, which, after evaluation, will declare the Envelopes No. 2 accepted or not accepted, announcing the corresponding results according to the Schedule.
      5. Only the Prequalified Bidders whose Envelopes No. 2 have been accepted by the Committee and whose Technical Offers have been declared valid will proceed to the next stage of the Comprehensive Project Tender which is the opening of Envelope No. 3.
      6. The Committee's decision, as well as the results of the Envelope No. 2 Evaluation Commission, are final and will not give rise to any claims or challenges by the Prequalified Bidders.
2. **OPENING OF ENVELOPE No. 3 AND AWARDING OF THE SUCCESSFUL BID**
   1. **Opening of Envelope No. 3**
3. In the presence of a Notary, at the place and time indicated by Official Letter, the Committee or its delegate will begin the public act of opening Envelope No. 3 and Awarding the Successful Bid, informing the attendees of the results of the evaluation of Envelopes No. 2, reading the list of Qualified Bidders.
4. The Notary will proceed to open Envelopes No. 3 (held in custody) after verifying their condition of preservation by the Legal Representatives of the Qualified Bidders who wish to do so.
5. The Committee will return the unopened Envelopes No. 3 to the Prequalified Bidders whose Envelope No. 2 has not been declared accepted.
6. Then, the Notary will proceed to open the Envelopes No. 3 of the Qualified Bidders, and the Committee will read their offers, verifying that the proposals comply with the established requirements in the Bidding Terms.
7. If any of the Economic Offers contained in Envelope No. 3 do not meet the requirements established by the Bidding Terms, that Economic Offer will not be considered valid by the Committee.
8. Any document from Envelope No. 3 that is submitted conditionally will be considered invalid.
9. Subsequently, the Committee will announce those valid Economic Offers.

* 1. **Evaluation of Envelope No. 3**

1. The Committee will organize the valid Economic Offers and award the Successful Bid to the Qualified Bidder who has obtained the highest score. The criteria and procedures for determining the best Economic Offer will be communicated by Official Letter.
2. In case of a tie for first place, a maximum period of one (1) hour will be granted for the Qualified Bidders who tied to submit a new Economic Offer, according to the Annex No.32: Economic Offer Submission Model, which must be better than the one initially submitted; otherwise, it will be considered a non-valid proposal. In case of another tie, the same procedure will be applied under the same conditions.
3. If the tie persists, the Successful Bid will be awarded by drawing lots, conducted by the Notary and in the same act, using a ballot box with numbered balls from 1 to 10. The winner of the draw will be the Qualified Bidder who withdraws the ball of the highest denomination.
4. In the event that the Qualified Bidders do not submit a new Economic Offer, or it is not valid, the previously submitted Economic Offer will be considered valid.
   1. **Award of the Successful Bid**
5. The Committee will award the Successful Bid to the Qualified Bidder who has submitted the best Offer. Subsequently, a record will be drawn up that will be signed by the Committee or its representative(s), the Notary, the Successful Bidder, and by the other Qualified Bidders who wish to do so.
6. The public act of awarding the Successful Bid may be broadcast live through the institutional media of PROINVERSIÓN.
7. The limitations on attendance for public acts will be communicated in advance, through a Official Letter, and will respond to reasons of security and public health, ensuring the publicity of the act through its transmission by digital means referred to in the preceding Numeral.
8. **CHALLENGE TO THE AWARD OF THE SUCCESSFUL BID**
   1. **Procedure**

1. Any Qualified Bidder who has submitted a valid Economic Offer may file a reconsideration appeal before the Committee solely against the results of the Award of the Successful Bid. Such challenge must necessarily be recorded as an observation in the minutes of the opening of Envelope No. 3, and must be duly substantiated, in writing, within a maximum period of eight (8) Days following the Award of the Successful Bid. The Committee will resolve this challenge within a maximum period of ten (10) Days, counted from the day following the submission of the challenge.
2. Against the Committee's decision, the affected Qualified Bidder may file an appeal before the same, which will elevate it to the Board of Directors within three (3) Days following the receipt of the charge. The appeal may also be filed against the fictitious decision to deny the challenge in the event that, after the ten (10) Days period for the Board of Directors to resolve the submitted challenge has expired, it has not issued the corresponding decision. In this latter case, the period for filing the appeal will be computed from the day following the expiration of the indicated ten (10) Days period.
3. The appeal filed against the express or fictitious decision of the Committee will be resolved by the Board of Directors within thirty (30) Days counted from its filing. The decision in the second and final instance will be final and unappealable.
4. Any expense that may arise from the challenge process of the Award of the Successful Bid will be borne by the Qualified Bidder who submitted the challenge.
   1. **Guarantees**
5. No challenge will be considered validly filed and will have no effect unless, within three (3) Days following the date of the Award of the Successful Bid, the challenging Bidder submits a surety bond, irrevocable, unconditional, without benefit of excussion, or division and with automatic execution according to Form 5 of the Bidding Terms in favor of PROINVERSIÓN. The validity of the challenge guarantee referred to in this Numeral will be no less than sixty (60) Days counted from the date of its submission.
6. This challenge guarantee will be executed by PROINVERSIÓN, in case:
7. The reconsideration appeal filed by the Bidder is declared unfounded or inadmissible, and the Committee's agreement is not appealed by the challenger, remaining consented and, consequently, the Award of the Successful Bid is signed. In the case of fictitious denial, the Bidder does not file the corresponding appeal; or
8. The Board of Directors confirms the express pronouncement or the fictitious denial of the Committee; or
9. The Bidder withdraws from its reconsideration or appeal.

1. If the reconsideration or the appeal filed is declared founded, the challenge guarantee will be returned to the challenging Bidder, not generating interest in its favor. The validity of the challenge guarantee referred to in this Numeral will be from the day the guarantee is presented until sixty (60) days after that date.
2. **VOID TENDER**
   1. The Committee will declare the Void Tender in any of the following cases:
3. If at least two (2) Prequalified Bidders have not been declared; or.
4. If no Prequalified Bidders are presented at the delivery and reception of Envelopes No. 2 and No. 3; or
5. If no valid Offer remains after reviewing both Envelopes.

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

1. **CLOSING DATE**
   1. All costs and expenses, including notarial, registration, taxes, rights, fees, and levies, among others, arising from the signing of the Concession Contract, will be borne by the Awardee of the Successful Bid.
   2. In accordance with the provisions of Law No. 31112, which establishes prior control of business concentration operations and its Regulations, approved by Supreme Decree No. 039-2021-PCM, the Project Director may request additional information from the Successful Bidder in order to carry out the corresponding analysis and, if applicable, will request the respective pronouncement from INDECOPI, in accordance with the provisions of the Sixth Final Complementary Provision of the Regulations of Law No. 31112. This is without prejudice to the actions taken by the Successful Bidder, if applicable.
   3. The Closing Date will take place before the Committee or its representative and in the presence of a Notary Public, as indicated in the Schedule. The place and time will be communicated by Official Letter, and the Successful Bidder must have the following documentation:
2. Affidavit certifying that, as of the Closing Date, all information presented in Envelopes No. 1, No. 2, and No. 3 remains valid and is reliable, according to Annex No.20: Form – Affidavit - Commitment to truthful and current information
3. Documentation proving the registration in the corresponding Registry Office of the Statute of the legal entity that will sign the Concession Contract, which must have been established in Peru, with the same shareholders, or Members in the case of a Consortium, and respecting the Minimum Participation of the Strategic Partner referred to in the Bidding Terms. The minimum capital stock will be subscribed and paid in cash, according to the form of integration and timing indicated in the terms and conditions of the Concession Contract.
4. Notarized copy of the entries in the share registration book or equivalent document, showing the composition, as of the Closing Date, of the shareholding or shares of the Concessionaire.
5. Registration in the corresponding Registry Office of the powers of the Legal Representative of the legal entity that will sign the Concession Contract.
6. Guarantee of Faithful Fulfillment with the Concession Contract, according to the model considered in it.
7. Proof of having made the payments for reimbursement of expenses of the process, in accordance with the provisions of the corresponding Official Letters.
8. Economic and financial model of the project according to the following requirements:

* File in Excel format without locked, hidden, or encrypted cells.
* User manual for the aforementioned Excel file, duly explanatory.

1. If the granting of the Successful Bid to the Awardee involves a business concentration operation subject to prior control procedures, in accordance with the provisions of subparagraph c) of article 5 and articles 6.1 and 6.2 of Law No. 31112, before the Closing Date set in the Schedule, the Successful Bidder must send PROINVERSIÓN a copy of the authorization for the business concentration operation issued by INDECOPI or, failing that, the statement from INDECOPI indicating that it is not subject to it.
2. All declarations and verifications must be made, as well as all documents related to the Closing Date established in the Concession Contract must be delivered.
   1. In the event that it is determined that there is false information provided by the Successful Bidder at any stage of the Tender, the Committee will revoke the Award of the Successful Bid, proceeding to execute the Guarantee of Validity, Duration, and Seriousness of the Offer.
   2. Considering the statement from INDECOPI related to the prior authorization of a business concentration operation or the existence of effects on competition generated by business concentration operations involved in the process, the Committee is authorized to annul the award and grant the Successful Bid to the Bidder with the second-best Offer presented, who in turn must request the authorization indicated in this clause.

* 1. The Guarantee of Validity, Duration, and Seriousness of the Offer presented by the Qualified Bidder who becomes the Successful Bidder of the Comprehensive Project Tender will be returned after the signing of the Concession Contract and the fulfillment of the conditions for the Closing Date.

1. **EXECUTION OF THE GUARANTEE OF VALIDITY, DURATION, AND SERIOUSNESS OF THE OFFER**
   1. If the Successful Bidder fails to fulfill the obligations required for the Closing Date to occur, PROINVERSIÓN will execute the Guarantee of Validity, Duration, and Seriousness of the Offer without prior notice to the Successful Bidder.
   2. It will also be executed if PROINVERSIÓN verifies that the respective Bidder submitted false information at any stage of the Tender, unless it concerns errors or omissions that, in PROINVERSIÓN's opinion, had no relevance in the decisions made by it or in the results of the Tender.
   3. The Committee may accept the proposal of the Qualified Bidder who presented the second-best offer according to the order of precedence. In the event of a tie in the Economic Offer of the second-best offer, Qualified Bidders will be summoned for their representatives to present a new Economic Offer no later than ten (10) Days from the notification by PROINVERSIÓN, following the procedure described in Numeral 19.
   4. If the Committee opts to accept the second-best offer in the Economic Offer, it will notify the Qualified Bidder holder of such proposal of its decision to declare it the new Successful Bidder and, if applicable, request the extension of the validity of its Guarantee of Validity, Duration, and Seriousness of the Offer for the period communicated to it; otherwise, the Executive Director may execute said guarantee and the Committee will proceed with the cancellation of the Comprehensive Project Tender.
   5. The option chosen by the Committee will be communicated to the Qualified Bidders via Official Letter.

1. **SUSPENSION AND CANCELLATION** 
   1. The Committee may suspend, without stating any reason, the Comprehensive Projects Tender if it deems it appropriate and without incurring any liability as a result. This decision is not subject to appeal.
   2. The Committee may cancel the Comprehensive Project Tender for reasons of public interest, up to before the signing of the Concession Contract, without any obligation to pay compensation to the bidders and without incurring any liability as a result. This decision is not subject to appeal.

# Annex No. 1: Form - Affidavit - Notification of information

1. Lima, ……...... ..., 20....
2. Messieurs
3. **PRIVATE INVESTMENT PROMOTION AGENCY**
4. **PROINVERSIÓN**
5. Av. Enrique Canaval Moreyra No. 150
6. Lima, Peru
7. **Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"
8. Stakeholder: **……………………………………….**
9. By means of this document, we declare under oath the following:

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

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Email | Account holder | Relationship of the holder with the Stakeholder |
| 1 |  |  |  |
| 2 |  |  |  |

That we commit to keep both email accounts active during the private investment promotion process, otherwise it will be understood that there is no liability on the part of PROINVERSIÓN and the Committee.

1. Signature of the Legal Representative of the Stakeholder/Bidder: ………………………
2. Name: ……………………………………….
3. Identity Document: ……………………………………….
4. Address: ……………………………………….
5. Phone: ……………………………………….

Note: In the case of a Consortium, indicate the name of the company or companies, as applicable, that will make up the Consortium; name, signature, and identity document of the Legal Representative of the Consortium.

# Annex No. 2: Authorized Financial Entities to Issue the Guarantees established in the Bidding Terms

**Appendix 1: Authorized local banking companies**

**Banking Companies**

These are companies defined in accordance with Law No. 26702, General Law of the Financial System and the Insurance System and Organic Law of the Superintendency of Banking, Insurance and Private Pension Fund Administrators (SBS), or any regulation that modifies or replaces it, and that hold the minimum local classification of CP-1, Category 1, CLA-1, or EQL-1 for short-term obligations; A for financial strength; and AA for long-term obligations in accordance with Applicable Laws and Provisions. These classifications must be valid at the time of presenting the Guarantees of Faithful Compliance with the Concession Contract and the Guarantee of Validity, Duration, and Seriousness of the Offer, and be granted by at least two (2) risk classifiers recognized and accredited in Peru.

**Insurance Companies**

These are companies defined in accordance with Law No. 26702, General Law of the Financial System and the Insurance System and Organic Law of the Superintendency of Banking, Insurance and Private Pension Fund Administrators (SBS) and that as of the date of issuance of the Guarantee of Faithful Fulfillment with the Concession Contract and the Guarantee of Validity, Duration, and Seriousness of the Offer have a minimum rating of A, regarding their financial strength, issued by at least two (2) risk classifiers authorized by the Superintendency of Securities Market.

**Appendix 2: List of authorized international Financial Entities**

**First Category Foreign Banks**

First category foreign banks included in the list approved by the Central Reserve Bank of Peru through Official Letter No. 012-2024-BCRP published by the Central Reserve Bank of Peru on April 22, 2024, or the regulation that modifies or replaces it.

**International Financial Entities**

* Any other international financial entity, that has a classification no lower than the classification of Peruvian sovereign debt corresponding to foreign currency and long-term, assigned by an international risk classification entity that classify the State of the Republic of Peru.
* Any multilateral credit institution of which the State of the Republic of Peru is a member.

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

# Annex No. 3: Form - Validity of the Documentation Referenced in the "Certificate of Validity of Qualification Documents"

**AFFIDAVIT:**

Lima, ……...................., 20....

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Stakeholder: ..................................................................................................

We hereby declare under oath that the documentation submitted in the Comprehensive Project Tender "Improving Public Tourist Services at the Choquequirao Archaeological Park" for the purpose of obtaining our prequalification or regarding which we submitted our credentials as a Bidder, in the capacity of a bidder, or as a member of a Consortium, as of the date of signing this remains valid, with no variations having occurred in said documentation.

The documentation we refer to is as follows:

1. ....................................

2. ....................................

3. ....................................

Signature of the Legal Representative of the Stakeholder: ....................................

Name of the Legal Representative of the Stakeholder: ....................................

Identity Document: ....................................

# Annex No. 4: Form - Credentials for Prequalification (Legal entity established)

**AFFIDAVIT:**

***Bidder: ..................................................................................................***

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

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

# Annex No. 5: Form - Credentials for Prequalification (Only for Consortiums)

**AFFIDAVIT:**

***Bidder: ..................................................................................................***

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

That ....................................................................................................... (Name of each member of the Consortium) have joined together through a Consortium for the purpose of participating in the Comprehensive Project Tender.

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

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

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

Company ...............................................

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

Legal Representative of (Member 1)

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

Legal Representative of (Member 1)

Company ...............................................

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

Legal Representative of (Member 2)

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

Legal Representative of (Member 2)

Company ...............................................

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

Legal Representative of (Member 3)

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

Legal Representative of (Member 3)

# Annex No. 6: Form - Bidder Consortium Formation

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

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

By means of this document, we present to you the formation of the Consortium \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which will be composed as follows:

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

………………………………………. Member (..............%)

………………………………………. Member (..............%)

The members of the Consortium declare under oath that we meet the technical, legal, and financial requirements established in the Bidding Terms and confirm the existence, validity, and solidarity regarding the obligations assumed in the Tender. Without prejudice to PROINVERSIÓN's authority to request more information from us in this regard, in the annex attached to this document we explain why the formed Consortium meets the technical, legal, and financial requirements.

Sincerely,

Signature of the Legal Representative of the Member - Operator: …….…………………

Name: ……………………………………….

Identity Document: ……………………………………….

Signature of the Legal Representative of the Member: …………………………………….

Name: ……………………………………….

Identity Document: ……………………………………….

Signature of the Legal Representative of the Member: …………………………………….

Name: ……………………………………….

Identity Document: ……………………………………….

# Annex No. 7: Form - Consortium Modification

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

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Hereby we present to you the modification of the Consortium ………………………………………., which will be composed as follows:

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

………………………………………. Member (..............%)

………………………………………. Member (..............%)

We declare under oath that the modified Consortium meets the technical, legal, and financial requirements established in the Bidding Terms. Without prejudice to PROINVERSIÓN's authority to request more information regarding this matter, in the attached annex we explain why the modified Consortium meets the technical, legal, and financial requirements.

Sincerely,

Signature of the Legal Representative of the Qualified Operator Member: ………………

Name: ……………………………………….

Identity Document: ……………………………………….

Signature of the Legal Representative of the Member: …………………………………….

Name: ……………………………………….

Identity Document: ……………………………………….

Signature of the Legal Representative of the Member: ...………………………………….

Name: ……………………………………….

Identity Document: ……………………………………….

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

# Annex No. 8: Form - Credentials for Prequalification (For branches)

1. **AFFIDAVIT:**
2. ***Bidder: ..................................................................................................***

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

1. Place and date: ................................., ..................., 202...
2. Name ...........................................................
3. Legal Representative of the Bidder
4. Signature ............................................................
5. Legal Representative of the Bidder

# Annex No. 9: Form - Credentials for Prequalification - Percentage of participation for legal entities

**AFFIDAVIT:**

***Bidder: ..................................................................................................***

Hereby we declare under oath that the percentage of participation of each of our shareholders or partners is as follows:

|  |  |
| --- | --- |
| **Shareholders or partners** | **Percentage of participation in the Bidder (only those with more than 5%)** |
| **1.** |  |
| **2.** |  |
| **3.** |  |
| **4.** |  |
| **5.** |  |
| **6.** |  |
| **...** |  |
| **N** |  |
| **TOTAL** |  |

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

# Annex No. 10: Form - Credentials for Prequalification - Percentage of participation for Consortiums

**AFFIDAVIT:**

***Bidder: ..................................................................................................***

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

|  |  |
| --- | --- |
| **Member** | **Percentage of**  **participation in the Bidder** |
| 1. |  |
| 2. |  |
| 3. |  |
| ... |  |
| **TOTAL** |  |

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

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

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

# Annex No. 11: Form - Credentials for Prequalification - Declaration of not being disqualified from contracting with the State

**AFFIDAVIT:**

Lima, ……........., 20....

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Bidder: ............................................................................

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

By means of this document, .................................... (name of the Bidder), we declare under oath that we are not within the scope of Article 29 of Legislative Decree No. 1363 which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets.

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

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

Identity Document: ....................................

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

By means of this document, .................................... (name of the Bidder) composed of .................................... (name of each of its members), we declare under oath that we are not within the scope of Article 29 of Legislative Decree No. 1362 which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets.

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

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

Identity Document: ....................................

Company: ....................................

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

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

Identity Document: ....................................

Company: ....................................

# Annex No. 12: Form - Credentials for Prequalification - Waiver of privileges and claims applicable to unlisted companies

**AFFIDAVIT:**

*Bidder: ..................................................................................................*

By means of this document, we declare under oath that ....................................................... (name of the Bidder), as well as its shareholders, partners or members and the shareholders and partners of the latter, if applicable, waive the following:

1. To invoke or exercise any diplomatic privilege or immunity or of any other kind.

2. To present any claim through diplomatic channels and to any right of compensation or other regarding any claim that may be filed by or against the State or any of its dependencies, including PROINVERSIÓN, its consultants and/or advisors, under Peruvian law or under any other legislation regarding our obligations concerning the Bidding Terms, the Economic Offer, Technical Offer, and the Concession Contract.

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

# Annex No. 13: Form - Credentials for Prequalification - Waiver of privileges and claims (applicable to companies listed on stock exchanges)

**AFFIDAVIT:**

*Bidder: ..................................................................................................*

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

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

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

1. they qualify as Institutional Investors or,
2. they have an interest in the Bidder representing [indicate percentage] or less of the Bidder's capital stock;

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

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

# Annex No. 14: Form - Credentials for Prequalification - Declaration of no incompatibility

**AFFIDAVIT**

*Bidder: ..................................................................................................*

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

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

# Annex No. 15: Form - Credentials for Prequalification - Declaration of Commitment of Incorporation

AFFIDAVIT:

Bidder: ..................................................................................................

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

(In case of Consortium):

That, ......................................... (name of each member of the Consortium) have joined together through a Consortium for the purpose of participating in the Comprehensive Project Tender.

That, ………………………………. (those indicated in the previous numeral) have signed a Letter of Intent to establish a legal entity with a domicile in the Republic of Peru and a capital stock in accordance with the provisions of the Concession Contract.

(In case of individual company):

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

(Following paragraphs for both cases):

The legal entity to be established will enter into the Concession Contract [.]

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

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

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

**Signatures of the members in case of being a consortium:**

Company ...............................................

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

Legal Representative of (Member 1)

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

Legal Representative of (Member 1)

Company ...............................................

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

Legal Representative of (Member 2)

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

Legal Representative of (Member 2)

Company ...............................................

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

Legal Representative of (Member 3)

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

Legal Representative of (Member 3)

# Annex No.16: Form - Commitment to submit documents that make up Envelope No. 1

**AFFIDAVIT:**

Bidder: ..................................................................................................

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

Likewise, we declare under oath that the information presented virtually in Envelope No. 1 of the project [insert name of the process] is true, reliable, and corresponds with the original documents or legalized copies that we hold and we assume administrative and criminal responsibility in case of detecting falsehood or inaccuracy of the documents sent virtually.

In addition, in the event of being the Successful Bidder, the original documents or legalized copies, as applicable, which were scanned in order to make up Envelope No. 1, submitted through the online reception desk, shall be physically submitted within the term and in the manner indicated by the Project Director.

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 legalize our signature notarially or obtain the corresponding apostille.

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

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

Legal Representative of the Bidder

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

Legal Representative of the Bidder

# Annex No.17: Form - Credentials for Transfer of Right of Participation (\*)

Lima, ……...... ...., 20....

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

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

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

Assigner: ....................................

Signature of the Legal Representative of the Assigner: ....................................

Name of the Legal Representative of the Assigner: ....................................

Identity Document: ....................................

Stakeholder: ....................................

Signature of the Legal Representative of the Stakeholder: ....................................

Name of the Legal Representative of the Stakeholder: .....................................

Identity Document: ....................................

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

# Annex No. 18: Form - Financial Requirement Reporting Template

AFFIDAVIT OF FINANCIAL REQUIREMENT FOR PREQUALIFICATION

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

Messieurs

PROINVERSIÓN

-

Bidder : …...................................... …..................................

Ref.: Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

In accordance with the provisions of Numeral 15.3 of the Bidding Terms, we hereby fulfill our obligation to submit the financial information of the Bidder, either individually or consolidated [choose the corresponding option].

**FINANCIAL REQUIREMENTS**

* 1. Net Worth of the Bidder [individually / consolidated] (See Notes 1 and 2)

|  |
| --- |
| NET WORTH S/ [ ] |

* 1. Net Worth of the Bidder [in case of Consortium]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Member of the Stakeholder | Percentage of Participation | Net Worth | Note 1 | Note 2 |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Note 1: Check an “X” if the Net Worth figure belongs to a Related Company and additionally complete Section D.

Note 2: In the case of worth registered in a currency different from S/; Section C will be used for its respective conversion.

* 1. If applicable, conversion of Net Worth figures expressed in a currency other than Soles (See Note 3)

|  |  |  |  |
| --- | --- | --- | --- |
| Stakeholder or Member | Figure (Original Currency) | Exchange Rate | Figure (S/) |
|  |  |  |  |
|  |  |  |  |

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

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

[In case the figure of a shareholder or member corresponds to another Person, the relationship that causes the company to be a Subsidiary or Parent Company of the Bidder, shareholder, or member of the Bidder must be explained below]

Sincerely,

Signature …....................................

Name ….....................................

Legal Representative of the Bidder

Entity …......................................

Bidder

# Annex No. 19: Form - Model of Guarantee of Validity, Duration, and Seriousness of the Offer

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

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Letter of Guarantee No. ……………………………………….

Expiration date: ……………………………………….

Dear Sirs:

Hereby, at the request of our client, sirs (Bidder, member of the Consortium or Related Company) ......................................... we constitute this joint, irrevocable, unconditional, and automatic execution bond, without benefit of excussion or division, up to the sum of S/ 15,013,491.00 (fifteen million thirteen thousand four hundred ninety-one and 00/100 Soles) in favor of PROINVERSIÓN, to guarantee the Validity, Duration, and Seriousness of the Offer, presented by …………………………. (name of the Bidder), composed of …………………………… (name of each member of the Consortium), in accordance with the terms and conditions established in the Bidding Terms.

Likewise, we record that this guarantee will be enforced in the event that …………………………… (name of the Bidder) is declared the Successful Bidder by PROINVERSIÓN and fails to comply with its obligations on the date of signing the referenced Concession Contract, or if false information or data has been presented at any stage of the mentioned tender.

To honor this bond in your favor, a request by notarial means from the Executive Director of PROINVERSIÓN, or whoever acts in his place, at our offices located at ........................................................................................... will suffice.

Any delay on our part to honor it will accrue interest equivalent to the Legal Interest rate set by the Central Reserve Bank of Peru and published by the Superintendency of Banking, Insurance and Private Pension Fund Administrators, corresponding to the day of issuance of this bond, plus a spread of 3%, with interest accruing from the date it has been demanded for compliance until the effective payment date.

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

The validity period of this bond will begin on the date of submission of the Economic Offer and will have a validity of one hundred eighty (180) calendar days.

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

Sincerely,

……………………………………….

SIGNATURE AND SEAL

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

Address of the bank: ……………………………………….

# Annex No. 20: Form – Affidavit - Commitment to truthful and current information

**AFFIDAVIT:**

Lima, ……...... ...., 20....

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Bidder: ……………………………………….

Hereby, we declare under oath that the information, statements, certification, and, in general, all documents presented in Envelope No. 1 are truthful and remain valid to date, without prejudice to what is indicated in numeral 10.2.6 of these Bidding Terms, if applicable.

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

Signature of Legal Representative of the Bidder: ……………………………………….

Name of the Legal Representative of the Bidder: ……………………………………….

Identity Document: ……………………………………….

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

Name of the Legal Representative (Member): ……………………………………….

Identity Document: ……………………………………….

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

Name of the Legal Representative (Member): ……………………………………….

Identity Document: ……………………………………….

# Annex No. 21: Form - Acceptance of the Bidding Terms and Contracts - Applicable to Bidders and members of the Consortiums that do not have their shares listed on the Stock Exchange

**AFFIDAVIT:**

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

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

**Bidder:** ……………………………………….

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

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

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

By means of this document, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Bidder); its members: \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Names of each of the members of the Consortium); and the shareholders (or partners, as the case may be) of the mentioned members, declare under oath the following:

That we comply with all provisions related to the Tender and Award of the Successful Bid; provisions established in Legislative Decree No. 1362, Legislative Decree regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets; and its Regulations, approved by Supreme Decree No. 240-2018-EF; the Bidding Terms and Official Letters.

That we have examined and are in agreement with these Bidding Terms, the Contracts and other background and documents thereof, expressly accepting the obligations imposed by compliance with Legislative Decree No. 1362, Legislative Decree regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240-2018-EF, these Bidding Terms, the Concession Contract and other Applicable Laws and Provisions, having no objections or reservations to formulate. Consequently, we release PROINVERSIÓN, its officials, its advisors, and its consultants from all liability for any errors or omissions that the aforementioned background and documents may have.

That, in the event of being awarded the Successful Bid, we commit that the Concession Contract will be signed by the Concessionaire.

Signature of Legal Representative of the Bidder: ……………………………………….

Name of the Legal Representative of the Bidder: ……………………………………….

Identity Document: ……………………………………….

# Annex No. 22: Form - Acceptance of the Bidding Terms and Contracts - Applicable to Bidders and members of the Consortiums that have their shares listed on the Stock Exchange.

**AFFIDAVIT:**

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

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Bidder: ............................................................................

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

By means of this document, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Bidder), declare under oath the following:

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

By means of this document, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Bidder) and its members: \_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_ (names of each of the members of the Consortium), declare under oath the following:

That we comply with all provisions related to the Tender and Award of the Successful Bid; provisions established in Legislative Decree No. 1362 regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets; the Bidding Terms and Official Letters.

That we have examined and are in agreement with these Bidding Terms, the Concession Contract and other background and documents thereof, expressly accepting the obligations imposed by compliance with Legislative Decree No. 1362, Legislative Decree regulating the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, its Regulations, approved by Supreme Decree No. 240-2018-EF, these Bidding Terms, the Concession Contract and other Applicable Laws and Provisions, having no objections or reservations to formulate. Consequently, we release PROINVERSIÓN, its officials, its advisors, and its consultants from all liability for any errors or omissions that the aforementioned background and documents may have.

That, in the event of being awarded the Successful Bid, we commit that the Concession Contract will be signed by the Concessionaire.

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

Name of the Legal Representative of the Bidder: ....................................

Identity Document: ....................................

# Annex No. 23: Form - Affidavit - Commitment to Compliance with Basic Technical Specifications and Service Levels

Lima, ……...... ...., 20....

1. Messieurs
2. **PRIVATE INVESTMENT PROMOTION AGENCY**
3. **PROINVERSIÓN**
4. Av. Enrique Canaval Moreyra No. 150
5. Lima, Peru
6. **Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"
7. Stakeholder: **……………………………………….**
8. By means of this document, we declare under oath the following:

That the design and construction of the infrastructures to be executed during the concession period will comply at a minimum with the requirements described in the Basic Technical Specifications, which are included in Annex No. 7 of the Concession Contract, also ensuring compliance with the Service Levels of Annex No. 9 of the Concession Contract, in harmony with said Basic Technical Specifications.

Therefore, we will comply at a minimum with what is stated in each of numerals of Annex No. 7 and Annex No. 9 of the Concession Contract, compliance that includes what is indicated in the Appendices of these Annexes, even if they are redundant, the responsibility of third parties, or enunciative or declarative matters.

1. Signature of the Legal Representative of the Stakeholder/Bidder: ………………………………
2. Name: ……………………………………….
3. Identity Document: ……………………………………….
4. Address: ……………………………………….
5. Phone: ……………………………………….

Note: In the case of a Consortium, indicate the name of the company or companies, as applicable, that will make up the Consortium; name, signature, and identity document of the Legal Representative of the Consortium.

# Annex No. 24: Form - Model of Guarantee for contesting the Award of the Successful Bid

Lima, ……...... ...., 20....

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

**Letter of Guarantee No. ....................................**

Expiration date: ....................................

Dear Sirs:

Hereby and at the request of our clients, .................................... (Bidder, member of the Consortium or Related Company) we constitute a solidary, irrevocable, unconditional, and automatic execution bond, without the benefit of excussion or division, up to the sum of S/ 8,711,423.00 (eight million seven hundred eleven thousand four hundred twenty-three and 00/100 Soles) in favor of PROINVERSIÓN to guarantee ……………………………..(name of the Bidder) in the payment of that sum in any of the cases indicated in this letter of guarantee.

This bond will have a validity period of no less than sixty (60) Days counted from the date of submission of this and will be enforced in case that, indistinctly:

* The corresponding agreement (express or fictitious) declares unfounded or inadmissible the reconsideration appeal presented by our client and, against said agreement, the respective appeal is not presented within the time limit established in Numeral 23, remaining consented; or
* The Board of Directors of PROINVERSIÓN confirms the agreement (express or fictitious) of the Committee that declared unfounded or inadmissible the challenge presented by our client; or
* Our client withdraws the reconsideration or appeal.

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

It is expressly agreed that for us to honor this bond, a simple request made through notarial means at our offices located at the address indicated below will suffice, in which it is stated that the challenge presented regarding the referenced Tender has been declared unfounded or inadmissible by the Board of Directors of PROINVERSIÓN; or, having obtained an agreement in that sense from the Special Investment Committee in Projects of Education, Health, Justice, Tourism, Real Estate, and Capital Markets and Other Sectors or public companies – PRO SOCIAL +, this was not appealed.

We commit to pay you the total amount of the bond within a maximum period of 24 hours, counted from the date of receipt of the corresponding notarial letter of request.

Any delay on our part in honoring it will give rise to the payment of compensatory interest in favor of you that will be calculated on the Legal Interest rate set by the Central Reserve Bank of Peru and published by the Superintendency of Banking, Insurance and Private Pension Fund Administrators, corresponding to the day of the issuance of this bond, plus a spread of 3.0%, with interest accruing from the date on which the honoring of this bond is demanded.

Sincerely,

……………………………………….

Signature and seal

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

Address of the bank: ……………………………………….

# Annex No. 25: Access and Use Manual for the Virtual Data Room (VDR)

**OBJECTIVE**

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

**LOCATION**

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

**CONDITIONS FOR ACCESS AND USE OF INFORMATION**

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

* Register following the instructions contained in the Institutional Portal.
* Sign the Confidentiality Agreement included in Annex No. 27, in order to gain access to the VDR.

The initial content of the VDR, as well as any additional document that is incorporated into it, will be communicated through Official Letter.

**LIMITATIONS OF LIABILITY**

All information available in the VDR is subject to the limitations of liability established in Number 3.10.

# Annex No. 25 - Appendix 1: List of information contained in the Virtual Data Room - VDR

1. TECHNICAL DOCUMENTS:
   1. Feasibility declared Pre-Investment Study.
      1. "Preliminary project plans for the Cable Transport System, Central Stations, Cable Transport Stations, improvement of access roads, and other preliminary equipment of the declared viable study, in autocad format and with WGS84 coordinate system."
   2. Parameters and conditions of the pre-existing pedestrian routes considering the typical section of the road proposed in the PIP.
   3. Documentation related to the lands.
      1. Report from the DDC Cusco on the PEAs and CIRAS confirming that the polygons of the Properties are viable for the Execution of the Project.
      2. Registry entries of the Properties affected by the Execution of the Project
      3. Updated plans of the Concession Areas of the PPP preliminary project in autocad format and with WGS84 coordinate system.

# Annex No. 26: Form - User Registration Request

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

Messieurs

PROINVERSIÓN

-

Ref.: Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Through this letter, we request that you make use of the Virtual Data Room (VDR) of the Project. To this end, we would appreciate it if the following individuals register as users of this room:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Surnames and Names** | **Company** | **Position** | **ID Document** | |
| **Type (\*)** | **Number** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

(\*) Type of document: "DNI": National Identity Document, "C.E.": Foreign Resident Card, "PP": Passport

We also declare that we are aware of the Manual for Access and Use of the Virtual Data Room, and that the use of it is strictly confidential.

Reference email list for communications from the Virtual Data Room

|  |
| --- |
| 1 |
| 2 |
| 3 |
| 4 |

Signature of the Legal Representative of the Stakeholder: ....................................

Name of the Legal Representative of the Stakeholder: ....................................

Identity Document: ....................................

# Annex No. 27: Form - Confidentiality Agreement

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

Messieurs

PROINVERSIÓN

-

Bidder: ......................................................................................... (Name of the Bidder) duly represented by .................................................... (Position of the signatory), Mr. ............................................................................................ (name of the signatory), identified with ..................., No. .............................. residing at .............................................................................................................................. hereby express our interest in accessing the Virtual Data Room (VDR) that PROINVERSIÓN makes available, in accordance with the Bidding Terms of the Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park."

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

The materials obtained from the Virtual Data Room (VDR) will only be made available to our personnel, executives, and consultants, for reasons related to the Comprehensive Project Tender process. Such personnel will be aware of this agreement and will also be obliged to maintain confidentiality regarding the aforementioned information. We will take all reasonable actions to prevent the disclosure of any information to any person, without the prior written consent of the Project Director.

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

We accept that neither the State, its officials or agencies, nor PROINVERSIÓN, nor the Committee, nor its advisors or members, are declaring or guaranteeing, expressly or implicitly, the accuracy, reliability, or completeness of the information made available to us and that none of these parties or the respective directors, officials, employees, or representatives will be liable to us or to any other person as a result of the use of such information and/or materials. We agree to make our own decisions related to the information made available to us and acknowledge that we will not rely on or be induced by such information when deciding our intention regarding the Comprehensive Project Tender process.

We accept that any information provided, material, discussion, negotiation, or other related matters do not constitute 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 expressly agreed in writing with the Project Director. At the request of the Project Director, we agree to immediately return all copies of all documents that were made available to us, or to our representatives or advisors. We also accept that the Project Director is not committed or obliged to provide access to additional information or to update the information and materials available or to correct any inaccuracies that may appear.

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

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

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

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

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

(Legal Representative of the Bidder)

Bidder .................................

# Annex No.28: Model for Submission of the Technical Offer

Lima, …….............., 20....

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Prequalified Bidder ……………………………………….

Hereby we comply with presenting our Technical Offer, according to the following content:

1. Description of the construction systems considering the following aspects: (a) List of machinery and special equipment for the execution of the works, (b) Transportation plan for the Electromechanical Equipment (from importation to installation), (c) Construction procedures for the stations and pylons located in hard-to-access areas, (d) Mitigation of impact on the natural and archaeological environment.
2. Description of the Start-up tests of the Cableway Installations.
3. Schedule for the Execution of Works and Electromechanical Equipment:
4. Work organization in the different phases of the Project (construction and operation).
5. Description of staff training during the Operation stage.
6. Sincerely,
7. Signature of the Legal Representative: ……………………………………….
8. Name of the Legal Representative: ……………………………………….
9. Identity Document: ……………………………………….

# Annex No. 29: Form - Affidavit - Commitment to truthful and current information

Concessionaire: ………………………………………….

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

That, as of the Date of Subscription of the Concession Contract, all information, statements, certifications, and, in general, all documents submitted in Envelopes No. 1, No. 2, and No. 3 in the Comprehensive Project Tender, remain valid and are truthful.

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

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

Name of the Legal Representative of the Concessionaire

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

Signature of the Legal Representative of the Concessionaire

# Annex No. 30: Reference Schedule

| **ACTIVITY** | **DATE/PERIOD** |
| --- | --- |
| **1. Call for Tender** |  |
| Call for Tender | “D” |
| Request for access to Virtual Data Room (VDR) | Up to one (01) day before the submission date of Envelopes No. 2 and No. 3, and Opening of Envelopes No. 2 |
| **2. Bidding Terms** |  |
| 2.1. Publication of the Bidding Terms | “D” |
| 2.2. Bidding Terms Consultations by Bidders | Until May 23, 2025 |
| 2.3. Response to Bidding Terms consultations | Up to fifteen (15) days after activity 2.2: Bidding Terms Consultations by Bidders |
| **3. Concession Contracts** |  |
| 3.1. Publication of Initial Version of the Concession Contract | “D” |
| 3.2. Suggestions for the Initial Version of the Concession Contract | Until April 25, 2025 |
| 3.3. Second Version of the Concession Contract | Up to fifteen (15) days after activity 3.2: Suggestions for the Initial Version of the Concession Contract |
| 3.4. Suggestions for the Second Version of the Concession Contract | Until June 13, 2025 |
| 3.5. Delivery of the Final Version of the Concession Contract prior to the opinion of the Sectors | It will be communicated by Official Letter |
| 3.6. Communication to Stakeholders of the Preliminary Report of the General Comptroller of the Republic | Up to three (3) days after receiving the Preliminary Report of the General Comptroller of the Republic of Peru without observations or rectifications |
| 3.7. Publication of the Final Version of the Concession Contract | Up to seven (7) days after activity 3.6: Communication to Stakeholders of the Preliminary Report of the General Comptroller of the Republic |
| **4. Prequalification** |  |
| 4.1. Payment of the Participation Fee | Up to one (01) day before the deadline for the submission of Envelopes No. 1 |
| 4.2. Submission of Envelope No. 1 | Up to ten (10) days after activity 3.5: Delivery of the Final Version of the Concession Contract prior to the opinion of the Sectors |
| 4.3. Comments on Envelope No. 1 | Up to three (3) days after the previous activity |
| 4.4. Correction of comments on Envelope No. 1 | Up to three (3) days after the previous activity |
| 4.5. Communication of results of Prequalified Bidders | Up to five (5) days after the previous activity |
| 4.6. Formation or modification of Consortiums | Up to five (5) days before activity 5.1: Submission of Envelopes No. 2 and No. 3, and Opening of Envelope No. 2 |
| **5. Submission of Offers and Successful Bid** |  |
| 5.1. Submission of Envelopes No. 2 and No. 3, and Opening of Envelope No. 2 | On the twenty-five (25) days after activity 3.7: Publication of the Final Version of the Concession Contract |
| 5.2. Announcement of the result of the Evaluation of Envelopes No. 2, Opening of Envelopes No. 3 and awarding of the Successful Bid | On the ten (10) days after activity 5.1: Submission of Envelopes No. 2 and No. 3, and Opening of Envelope No. 2 |
| **6. Closing Date of the Tender** | It will be communicated by Official Letter |

(\*) In case it is a non-working day, it will be carried out on the next working day

# Annex No. 31: List of natural or legal persons from the private sector who have provided or are providing consulting or advisory services to PROINVERSIÓN, in the process of promoting private investment in the Project.

* Consortium Choquequirao, made up of the companies COTINEX Contratistas Generales S.A.C, TP Invest S.A.C. and BADALSA Ingenieros Consultores.
* Consorcio Choquequirao, made up of the companies IH Asesores y Consultores S.A.C. and Cal y Mayor y Asociados Sociedad Civil.
* Pro Investment Development Advisors.
* PROIDEAS-PROFIT-CASSALEGALIA Consortium, made up of the companies Pro Investment Development Advisors, Cassalegalia and Asociados S.A.C. and PROFIT Banca de Inversión S.A.S.
* SDCON Sociedad Civil de Responsabilidad Limitada.
* Análisis Geográficos S.A.C.

# Annex No. 32: Economic Offer Submission Model

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

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Prequalified Bidder ……………………………………….

Through this document, we fulfill our obligation to submit our Offer under the following terms:

|  |  |  |
| --- | --- | --- |
|  | **Component of the Availability Payment** | **Proposed Value** |
| 1 | 𝑃𝑃𝐷1: Availability Payment 1 in US$ | (in numbers)  (in words) |
| 2 | 𝑃𝑃𝐷2: Availability Payment 2 in Soles | (in numbers)  (in words) |

We declare that our Economic Offer is unconditional and irrevocable and will remain fully valid until the Closing Date. We declare that our Economic Offer will be incorporated into the Concession Contract in all its terms and conditions, without any exceptions, in the event of being the Successful Bidder.

Sincerely,

Signature of the Legal Representative: ……………………………………….

Name of the Legal Representative: ……………………………………….

Identity Document: ……………………………………….

Note:

(1) The Economic Offer must be expressed in a number, followed by the currency, as appropriate.

(2) Only values with two (2) digits after the decimal point will be considered.

(3) The amounts calculated from this value do not include VAT.

(4) In case of discrepancies between the values expressed in words and numbers, the values expressed in words will prevail.

(5) The indicated value is as of the date of submission of the Economic Offer.

# Annex No. 33: Form - Validity of the powers of the Legal Representatives

**AFFIDAVIT:**

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

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

**Stakeholder: ....................................**

Through this document, we declare under oath that the powers of the Legal Representatives presented in the Qualification envelope remain valid as of this date and will remain so until the Closing Date of the Tender.

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

Signature of the Legal Representative of the Stakeholder: ....................................

Name of the Legal Representative of the Stakeholder: ....................................

Identity Document: ....................................

Company: ....................................

Signature of Legal Representative of Member: ....................................

Name: Legal Representative of Member: ....................................

Identity Document: ....................................

Company: ....................................

Signature of Legal Representative of Member: ....................................

Legal Representative Name Member: ....................................

Identity Document: ....................................

Company: ....................................

# Annex No. 34: Model Letter of Intent for Financing

Reference Model of Letter of Intent for Financing

**[FINANCIAL ENTITY OR STRUCTURING ENTITY LETTERHEAD]**

[Date]

[Bidder]

[Include Bidder's details]

**Financing of the Project subject to the Tender for the concession of the Project "Improving Public Tourist Services at the Choquequirao Archaeological Park" (the "Project")**

Dear Sirs:

[*Bidder's Name*] (the "**Bidder**") have informed [*Financial Entity or Structuring Entity Name*] that the Bidder will submit an Economic Offer for the Project tendered by the Private Investment Promotion Agency of Peru ("**PROINVERSIÓN**"). We understand that the Reference Investment Amount of the Project will be financed with a combination of capital contributions from the Bidder and debt financing in loan markets or capital markets.

We thank you for your invitation to express our interest in *[granting a credit facility (describe type of financing, e.g., a project finance loan in national and/or international financial markets)]* for the financing of the Project.

We have reviewed the information available to date about the Project and the Bidder, as well as the proposed schedule to achieve the financial closing of the Project. Based on this, through this letter we express our interest in [granting] a financial operation aimed at obtaining by the Bidder the necessary resources to achieve the financial closing of the Project as established in the Concession Contract *[up to the amount of [include amount or range of amount]],* acting as the lead institution of the credit facility.

This letter of expression of interest does not constitute a firm commitment on our part or on the part of our affiliates to grant a financial operation. Such commitment, if any, would be subject to the following: [*Financial Entity or Structuring Entity may include clarifications, exclusions, or legal and/or commercial warnings that it deems necessary and consistent with its own internal practices or with the practices of national and/or international financial markets*].

This letter is provided to the [*Bidder*] for submission, along with its Economic Offer, to PROINVERSIÓN and its advisors with the understanding that both PROINVERSIÓN and its advisors will treat the information presented in this letter as confidential.

As a formal requirement of the process, we declare that we have financed within the last ten (10) years, among others, the following operations:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Year | Project: | Country | Client | Amount |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

This letter shall be governed by and construed in accordance with the laws [of the Republic of Peru / of the State of New York, United States of America].

Sincerely

[*Financial Entity or Structuring Entity*]

[*Signatory Person(s)*]

[*Position*]

# Annex No. 35: Affidavit – Technical Experience – Construction Capacity

Stakeholder: …...............................................................................................

Person who certifies construction capacity: ………………………………………

(direct accreditation, member of Consortium or Related Company)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Description of the Cableway Installation or the Road Infrastructure of Railway Transport or Roads and Buildings (1) | Percentage of the Constructor's participation in the Construction Contract (%) (2) | Percentage of the Constructor's participation in the Consortium Contract % (3) | Execution percentage (%)  (4) | Period in which the Construction was carried out (delivered and received) | Investment amount of the civil work (MM US$) (5) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  | TOTALS |  |

(1) Only cableway installations with the technologies specified in the Bidding Terms qualify. Only road infrastructure works of railway transport or roads that meet the requirements specified in the Bidding Terms qualify.

(2) In those cases where the Stakeholder requires to demonstrate Effective Control.

(3) Only if the Stakeholder certifies experience through a consortium of constructors.

(4) In case a percentage greater than the participation in the Consortium contract has been executed.

(5) The exchange rate to be considered will be the weighted average sale established by the Superintendency of Banking, Insurance and Private Pension Fund Administrators – SBS on the date of issuance of the documents that certify technical experience.

|  |
| --- |
| Name: Legal Representative of the Stakeholder |
| Signature: Legal Representative of the Stakeholder |

# Annex No. 36: Affidavit – Technical Experience – Operational Capacity

Stakeholder: …...............................................................................................

Person who certifies operational capacity: …………………………………………

(direct accreditation, member of Consortium or Related Company)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | System | City where the Service has been provided | Operational Period | Installed capacity of the System |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  | TOTAL |  |  |

|  |
| --- |
| Name: Legal Representative of the Stakeholder |
|  |
| Signature: Legal Representative of the Stakeholder |

# Annex No. 37: Affidavit – Technical Experience – Capacity in Supply, Assembly, and Start-up

Stakeholder: …...............................................................................................

Person who certifies capacity in Supply, Assembly, and Start-up: ……………………………………………………………………

Link of the Person with the Stakeholder (mark with an “x”):

Stakeholder ( )

(direct accreditation, member of Consortium or Related Company)

Third Party to Subcontract ( )

In which case, also attach [Annex No. 38](#AnexoNº32)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Description of the Transport Installation by (1) | Execution percentage (%)  (\*\*) | Period in which Supply, Assembly, and Start-up were carried out | Investment amount for Supply, Assembly, and Start-up  (MM US$) (3) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  | TOTALS |  |

(1) Only cableway installations with the technologies specified in the Bidding Terms qualify.

(2) In those cases where the Stakeholder requires to demonstrate Effective Control

(3) The exchange rate to be considered will be the weighted average sale established by the Superintendency of Banking, Insurance and Private Pension Fund Administrators – SBS on the date of issuance of the documents that certify technical experience.

|  |
| --- |
| Name: Legal Representative of the Stakeholder |
| Signature: Legal Representative of the Stakeholder |

# Annex No. 38: Affidavit - Commitment of Supply, Assembly, and Start-up Contract for Electromechanical Equipment

1. Lima, …….......................,20....
2. Messieurs
3. **PRIVATE INVESTMENT PROMOTION AGENCY**
4. **PROINVERSIÓN**
5. Av. Enrique Canaval Moreyra No. 150
6. Lima, Peru
7. **Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"
8. Stakeholder: **……………………………………….**
9. By means of this document, we declare under oath the following:

That, if awarded the Successful Bid of the Tender, we commit to the Grantor that thirty (30) Calendar Days before the Closing Date we will comply with the following:

1. First:

We will have a Supply, Assembly, and Start-up Contract for Electromechanical Equipment with *[Name of the Electromechanical Equipment Supplier]*, to design, build, equip, assemble, commission, and operate the cableway installations for people.

The Supply, Assembly, and Start-up Contract to be signed will contain, at a minimum, the following essential elements, which may not be contravened, directly or indirectly:

* Compliance with the Basic Technical Specifications and Service Levels established in the Concession Contract.
* It will be governed and executed in accordance with the laws of the State of the Republic of Peru.
* The minimum term will be five (05) years after the Start-up of the Concession.
* In case the execution of the Work is extended for any reason, the Concessionaire and the Electromechanical Equipment Supplier must extend the supply, assembly, and start-up contract for a period equivalent to that of the interruption that caused the extension.
* It may not contravene the Concession Contract.
* The remuneration of the Electromechanical Equipment Supplier and the conditions for its recalculation, if applicable, must be expressed.

Any modification to the Supply, Assembly, and Start-up Contract that affects the provisions of this numeral must have the prior approval of the Grantor.

1. Second:
2. This Electromechanical Equipment Supplier has at least ten (10) years of experience in the design, supply, assembly, and start-up of Electromechanical Equipment in a minimum of three (3) cableway systems, with a total length of no less than four thousand (4,000) meters accumulated.

We will demonstrate that the design, construction, equipping, assembly, commissioning, and operation of the cableway installations for people will be executed in accordance with the following standards:

* European Parliament and the Council of the European Union (2016). EU Regulation 2016-424 of the European Parliament and the Council.
* European Committee for Standardization - CEN (2020). EN 1709 Safety requirements for cableway installations designed to carry persons. Examination prior to commissioning, maintenance and operational checks.
* European Committee for Standardization - CEN (2015). EN 1908 Safety requirements for cableway installations designed to carry persons. Tensioning devices.
* European Committee for Standardization - CEN (2017). EN 1909 Safety requirements for cableway installations designed to carry persons. Recovery and evacuation.
* European Committee for Standardization - CEN (2017). EN 12397 Safety requirements for cableway installations designed to carry persons. Operation.
* European Committee for Standardization - CEN (2015). EN 12929-1 Safety requirements for cableway installations designed to carry persons. General requirements. Part 1: Requirements applicable to all facilities.
* European Committee for Standardization - CEN (2015). EN 12929-2 Safety requirements for cableway installations designed to carry persons. General requirements. Part 2: Additional requirements for bi-cable aerial tramways without carrier brakes.
* European Committee for Standardization - CEN (2015). EN 12930 Safety requirements for cableway installations designed to carry persons. Calculations.
* European Committee for Standardization - CEN (2015). EN 13107 Safety requirements for cableway installations designed to carry persons. Civil Works.
* European Committee for Standardization - CEN (2023). EN 13223 Safety requirements for cableway installations designed to carry persons. Drives and other mechanical devices.
* European Committee for Standardization
* CEN (2015). EN 13243 Safety requirements for cableway installations designed to carry persons. Electrical devices other than the drive.

1. Third:

We will demonstrate that in the accredited cableway systems, the CE Certification has been obtained for the following elements:

* Carrier-tractor cable
* Transmissions and brakes
* Mechanical devices: tension device, station mechanical devices, and line mechanical devices
* Vehicles: vehicles, suspension arm, disengageable clamps, electrotechnical devices, control, command, and safety devices, communication and information installations, lightning protection devices.
* Rescue: fixed devices and mobile devices.

1. Fourth:

That in case the commitment honored here is not fulfilled by the indicated date or if it does not meet the requirements established in the Bidding Terms, the authority to execute our Guarantee of Validity, Duration, and Seriousness of the Offer will be recognized. Likewise, it is noted that we know and accept that the breach of this commitment may be taken into account in order to annul the Award of the Successful Bid that may be granted in our favor.

1. Signature of Legal Representative of the
2. Stakeholder/Bidder: ………………………………………
3. Name: ……………………………………….
4. Identity Document: ……………………………………….
5. Address: ……………………………………….
6. Phone: ……………………………………….

Legal Representative Signature of the Electromechanical Equipment Supplier

: ………………………………………

1. Name: ……………………………………….
2. Identity Document: ……………………………………….
3. Address: ……………………………………….
4. Phone: ……………………………………….
5. Note: In the case of a Consortium, indicate the name of the company or companies, as applicable, that will make up the Consortium; name, signature, and identity document of the Legal Representative of the Consortium.

# Annex No. 39: Requirements for the submission of certificates or technical declarations

In order to demonstrate compliance with the technical requirements requested and contained in the Bidding Terms, the Bidder must present, for each of the aforementioned capabilities, the following:

* + 1. Simple Copy of the certificate(s) issued by legal entities of public or private law, in the name of the Builder or Strategic Partner, respectively, that proves their applied experience required in the Bidding Terms.
    2. The certificate(s) must contain, without being limiting, the following information:
       - Country and city where the service is provided
       - Characteristics of the activities/services developed
       - Start and end dates of the service or consultancy provision
       - Legal name of the certificate issuer
       - Name and identification of the certificate signatory

The documents mentioned in this Appendix must be presented complying with the formalities established in these Bidding Terms, as applicable.

# Annex No. 40: Affidavit - Declaration of not having made or making illegal payments in the future

**AFFIDAVIT:**

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

Messieurs

**PRIVATE INVESTMENT PROMOTION AGENCY**

**PROINVERSIÓN**

Av. Enrique Canaval Moreyra No. 150

Lima, Peru

**Reference:** Comprehensive Project Tender for the concession of the project "Improving Public Tourist Services at the Choquequirao Archaeological Park"

Bidder: ............................................................................

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

By means of this document, .................................... (name of the Bidder), we declare under oath that neither our shareholders, nor our partners or Related Companies, nor any of our or their respective directors, officials, employees, advisors, representatives or agents, have made, nor will make in the future, nor will attempt to make, illegal payment or commission to any authority, institution or natural person holding any public or representative office.

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

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

Identity Document: ....................................

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

By means of this document, .................................... (name of the Consortium), we declare under oath that neither our shareholders, nor our partners or Related Companies, nor any of our or their respective directors, officials, employees, advisors, representatives or agents, have made, nor will make in the future, nor will attempt to make, illegal payment or commission to any authority, institution or natural person holding any public or representative office.

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

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

Identity Document: ....................................

Company: ....................................

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

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

Identity Document: ....................................

Company: ....................................

1. Procedure for the submission of Envelope No. 1. [↑](#footnote-ref-2)