

REPUBLIC OF PERU



**Private Investment Promotion Agency
PROINVERSIÓN**

**Special Committee of Investment in Education, Health, Justice, Tourism, Real Estate and
Capital Market Projects and Other Sector or Public Companies – PRO SOCIAL+**



BIDDING TERMS

(Single Ordered Text)

**PUBLIC TENDER
PRIVATE INVESTMENT PROMOTION PROCESS OF THE
ANCON INDUSTRIAL PARK PROJECT**

March 2023



BIDDING TERMS

1. GENERAL ASPECTS

1.1 Background

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

By Supreme Resolution No. 12-2016-EF¹ published on June 23, 2016, ratified the agreement adopted by the Board of Directors of PROINVERSIÓN,

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

By Supreme Resolution No. 015-2016-EF published on July 27, 2016, ratified the agreement adopted by the Board of Directors of PROINVERSIÓN indicated in the preceding paragraph.

Legislative Decree No. 1362 approved the Legislative Decree that regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets, repealing Legislative Decree No. 1224.

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

By means of Supreme Decree No. 240-2018-EF, the Regulation of Legislative Decree No. 1362 which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets was approved.

The Bidding Terms, prepared in accordance with Legislative Decree No. 1362 and its regulations approved by Supreme Decree No. 240-2018-EF, have been approved by the Agreement of the PRO SOCIAL + Committee, adopted at its meeting held on December 24, 2021, which was ratified by Agreement of the Board of Directors of PROINVERSIÓN, adopted at its meeting held on January 14, 2021².

¹ Rectified by Official Letter No. 13.

² Modified by Official Letter No. 2.



1.2. Purpose

The Peruvian State³, through PROINVERSIÓN, has called for a Public Tender within the framework of the Private Investment Promotion Process of the PIA Project, whose purpose is to select a national or foreign legal entity or Consortium, which will sign the Land Purchase and Sales Contract and the Investment Contract to develop the design, financing, urban habilitation, promotion, management, operation and maintenance of this project.

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

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

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

It is considered, without admitting proof to the contrary, that each Participant, Prequalified Participant or Bidder know the contents of the Bidding Terms and the Applicable Laws and Provisions.

The description of the Project and the conditions under which it will be awarded are described in Annex No. 1 of the Bidding Terms.

1.3 Legal Basis

The Public Tender and the acts related to it are governed by these Bidding Terms, as well as by the following rules and their complementary and amending provisions:

- Legislative Decree No. 1362, Legislative Decree that regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets.
- Supreme Decree No. 240-2018-EF, Regulation of Legislative Decree No. 1362.
- Supreme Decree No. 185-2017-EF, Regulation of Organization and Functions of PROINVERSIÓN.
- Legislative Decree No. 295, Civil Code, except for the provisions of the third paragraph of Article 1389 thereof.
- Law No. 26887, General Corporation Law.
- Supreme Decree No. 044-2020-PCM, declaring a National State of Emergency due to the serious circumstances affecting the country's life as a result of the COVID-19 outbreak.

³ Specified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

- Legislative Decree No. 1497, establishing measures to promote and facilitate regulatory conditions that contribute to reducing the impact on the Peruvian economy of the health emergency produced by the COVID- 19.

Pursuant to paragraph i) of Article 4 of the Single Ordered Text of Law No. 30225, State Contracting Law, approved by Supreme Decree No. 082-2019-EF, the present process is excluded from its scope.

It is considered, without admitting proof to the contrary, that all participants in this process are aware of the laws and regulations in force in Peru and applicable to this case.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Bidding Terms, the following terms shall have the meanings indicated below:

- **Confidentiality Agreement:** It is the agreement that the Participants must sign before making use of the Data Room, through their Authorized Agent or Legal Representative. The text of the Confidentiality Agreement is included in ANNEX No. 2 - Appendix No. 1 e).
- **Awarding of the Successful Bid:** This is the declaration made by the PROINVERSIÓN Committee⁴ determining which of the bidders has submitted the best Economic Offer under the terms and conditions established in the Bidding Terms, resulting in the winner of the Tender.
- **Successful Bidder:** It is the Bidder favored with the Successful Bid.
- **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 private investment promotion process under 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, Legislative Decree that regulates the Private Investment Promotion through Public Private Partnerships and Projects in Assets and its regulations; the Regulation of Organization and Functions of PROINVERSIÓN, approved by Supreme Decree No. 185-2017-EF, as amended, in accordance with the Applicable Laws and Provisions.
- **Governmental Authority:** It is any entity or organism of the State of the Republic of Peru, any judicial, legislative, political or administrative authority, empowered in accordance with the Applicable Laws and Provisions and within the exercise of its functions, to issue or interpret regulations or decisions, general or particular, with binding effects for those who are subject to its scope.

⁴ Rectified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

- **Bidding Terms:** This is the present document, including its Annexes, Appendixes, Forms and the Official Letters issued by PROINVERSIÓN⁵, establishing the terms under which the Tender shall be carried out.
- **Official Letters:** These are all the communications referred to in Subsection 6.1.3 of the Bidding Terms, issued in writing by PROINVERSIÓN, whether of specific or general effects, for the purpose of completing, clarifying, interpreting, specifying or modifying the contents of the Bidding Terms, another Official Letter or answering queries formulated by those authorized to do so, according to the Bidding Terms. The Official Letters are an integral part of these Bidding Terms. They may also be issued to communicate to Participants, Prequalified Participants and Bidders, information related to the process.
- **PROINVERSIÓN Committee:** It is the Special Committee for Investment in Education, Health, Justice, Tourism, Real Estate and Capital Markets Projects and Other Sectors or Public Companies - PRO SOCIAL+ whose constitution was amended by agreement of the Board of Directors of PROINVERSIÓN No. 63-1-2018-CD adopted in session dated September 18, 2018.
- **Buyer:** It is the Successful Bidder who will sign the Purchase and Sale Contract. The Buyer shall also be the Developer.
- **Investment Commitment:** It constitutes the obligation assumed by the Successful Bidder in the Investment Contract for the construction, operation and maintenance of the Ancon Industrial Park.
- **Tender:** It is the Public Tender of the Private Investment Promotion Process for the Ancon Industrial Park project.
- **Consortium:** It is the grouping of two or more legal entities, or one or more natural persons with one or more legal entities, national or foreign, that lacks legal personality independent from that of its members, and that has been formed for the purpose of participating in this Tender.
- **Purchase and Sale Contract:** It is the Purchase and Sale Contract through which the Buyer undertakes to acquire the Land from PRODUCE.
- **Investment Contract:** It is the contract through which the owner of the Land, called the Developer, undertakes to build, operate and maintain the Ancon Industrial Park, under the terms established therein.
- **Call for Tender:** This is the announcement published by PROINVERSIÓN by which the Tender is called in accordance with the provisions of the Bidding Terms.
- **Schedule:** It is the time sequence of activities that will be developed during the process of this Tender and that are indicated in Annex No. 6.
- **Data Room:** This is a repository that will contain information related to the Project

⁵ Rectified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

and may be visited by the Participants, according to the terms indicated in these Bidding Terms. The documentation and information contained in this repository will be confidential and restrictions will apply to the bidders' ability to disclose it to third parties by forwarding, copying or printing.

- **Affidavit:** It is the written statement submitted by the Participant, in which he/she declares or assumes a commitment that is presumed to be true for the purposes of this Tender.
- **Correctable defect or error:** It is that defect or error that is formal or material and in which a Participant or Prequalified Participant may incur in any document submitted in its Envelopes No. 1 or No. 2, and that does not modify its content or scope, as well as the Technical Offer.
- **Right of Participation:** This is the payment of US\$ 1,000.00 (One thousand and 00/100 United States Dollars) that Participants must make in order to participate in the Tender.
- **Developer:** It is the Successful Bidder that will sign the Investment Contract. The Developer shall also act as the Buyer.
- **Calendar Days:** This is every day of the week.
- **Days or⁶ Working Days:** These are working days, i.e., days that are not Saturdays, Sundays or holidays or non-working days⁷ declared as such by the Governmental Authority in the city of Lima.
- **Dollar or United States Dollar or US\$:** It is the legal tender in the United States of America.
- **Banking Companies:** These are included in Annex No. 7.
- **International Financial Entities:** These are defined in Annex No. 8.
- **Closing Date:** This is the day, time and place, which will be duly communicated by the PROINVERSIÓN Committee by means of an Official Letter, to carry out the execution of the Contracts, among other acts foreseen in Subsection 12.2 of the Bidding Terms.
- **Guarantee of Faithful Fulfillment of the Investment Contract:** It is the bank guarantee letter or alternatively the stand-by letter of credit to be submitted by the Buyer to guarantee the correct and timely performance of each and every one of the obligations at its charge arising from the execution of the Investment Contract, in accordance with the model in Annex No. 4. It may be executed in the cases of fact expressed therein.
- **Guarantee to Challenge the Award of the Successful Bid:** It is the bank

⁶ Specified by Official Letter No. 5.

⁷ Specified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

guarantee letter or alternatively the stand-by letter of credit to be submitted by the Bidder in case an appeal is filed against the Award of the Successful Bid, according to the model in Annex No. 5. It may be executed in the cases of fact expressed therein.

- **Guarantee of Seriousness of the Offers:** It is the bank guarantee letter or alternatively the stand-by letter of credit that the Bidder will present to ensure the validity, effectiveness and seriousness of the Offer and the fulfillment of the obligations provided for the Closing Date, according to the model in Annex No. 3. It may be executed in the cases of fact expressed therein.
- **Member:** Natural or legal person that is part of a Consortium.
- **Applicable Laws and Provisions:** These are the regulations indicated in Subsection 1.3 of the Bidding Terms and any other that according to the legal order of the Republic of Peru is applicable.
- **Economic Offer:** It is the offer prepared and presented by the Bidder within its Envelope No. 3 according to the provisions set forth in the Terms of Reference of the Bidding Terms of Annex No. 1 and Annex No. 2.
- **Technical Offer:** It is the offer prepared and presented by the Bidder within its Envelope No. 2 according to the provisions set forth in the Terms of Reference of the Bidding Terms of Annex No. 1 and Annex No. 2.
- **Ancon Industrial Park:** It is the real estate development for industrial use to be executed on the Land.
- **Participant:** It is the legal entity, national or foreign, or Consortium that acquires the Right of Participation.
- **Prequalified Participant:** It is the Participant 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 PROINVERSIÓN⁸.
- **Bidder:** It is the Prequalified Participant who presents its corresponding Envelope No. 2 and Envelope No. 3.
- **Price:** It is the amount that the Successful Bidder must pay for the Land transfer.
- **Base Price⁹:** It is the minimum price that serves as the basis for the purposes of the Tender. The modification of the Base Price is communicated by Official Letter¹⁰.
- **PRODUCE:** It is the Ministry of Production.
- **Offer:** It is the documentation that Prequalified Participants must submit, referred to

⁸ Rectified by Official Letter No. 13.

⁹ Reported by Official Letter No. 1.

¹⁰ Specified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

indistinctly as the Economic Offer or the Technical Offer.

- **Economic Offer or Envelope No. 3:** It is the Economic Offer of the Bidder who will present in Envelope No. 3 according to the provisions set forth in subsection 3 of Annex No. 2 of these Bidding Terms.
- **Prequalification Offer or Envelope No. 1:** It is the set of documents that the Participant will submit, according to subsection 1 of Annex No. 2 of these Bidding Terms.
- **Technical Offer or Envelope No. 2:** It is the set of documents that the Bidder will present in Envelope No. 2, as indicated in subsection 2 of Annex No. 2 of these Bidding Terms. It does not give rise to any obligation, promise or responsibility in charge of Proinversión, Produce or any other distribution of the Peruvian State.
- **Project:** It corresponds to the project called "Ancón Industrial Park– PIA".
- **Legal Representative:** It is the natural person appointed as such by the Participant for purposes of this Tender.
- **Sol:** It is the currency of legal tender in Peru.
- ¹¹
- **Land:** It is the land owned by PRODUCE, with an area of 13'382,257.00 m² (1,338.22 ha) located between kilometers 45 + 850 to 50 + 750 of the Panamericana Norte highway, district of Ancon, province and department of Lima, and whose main area is registered in the Electronic Certificate No. 13409092 of the Lima Registry Office.

2.2 Interpretation

The terms and expressions used in these Bidding Terms will be interpreted in their natural and obvious sense, unless another meaning has been specifically assigned to them in this document or its annexes, or it is inferred from the context¹²; and, in any case, in accordance with the regulations in force in Peru.

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

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

¹¹ Definition eliminated by Official Letter No. 5.

¹² Specified by Official Letter No. 13.



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

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

3. PROINVERSIÓN PERFORMANCE DURING THE TENDER AND SELECTION SYSTEM

3.1 Conduct the Tender

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

- a. To exercise all the functions and powers assigned to it by the Applicable Laws and Provisions.
- b. To resolve what is not foreseen in the Bidding Terms or in the Applicable Laws and Provisions.

3.2 Powers of PROINVERSIÓN

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

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

The mere submission of the information provided in the Bidding Terms and/or requested during the Tender for Prequalification offers by a Participant does not oblige PROINVERSIÓN to declare it a Prequalified Participant, nor does the submission of an Offer oblige PROINVERSIÓN to accept it.

PROINVERSIÓN reserves the right to verify the veracity of all the information submitted by the Participants, Prequalified Participants or Bidders during the different stages of the Tender and even after its conclusion, without this implying a limitation of their liability for the possible insufficiency or lack of truthfulness of the data or information submitted. The lack of veracity in the data or in the information submitted by the Participant, Prequalified Participant or Bidder detected by PROINVERSIÓN, will cause the disqualification of this, in any of its stages, without prejudice to the civil or criminal actions that may correspond.

3.3 Nature of PROINVERSIÓN's decisions



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

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

3.4 Selection System

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

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

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

4. REQUIREMENTS FOR THE SUBMISSION OF ENVELOPES No. 1, No. 2 AND No. 3

4.1 Language

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

4.2 Original documents and copies

Envelopes No. 1 (in case of physical submission) and No. 2 must be submitted in one (1) original copy and two (2) copies, duly marked as "Original", "Copy No. 1" and "Copy No. 2" on the first page. The copies shall not require notarial or consular legalization.

Only one (1) original copy of Envelope No. 3 should be submitted.

4.3 Form of Submission

At each established opportunity, the envelopes shall be submitted properly sealed and marked on the front with the indication "Envelope No. 1" (in case of physical submission),



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

"Envelope No. 2" and "Envelope No. 3", respectively. Each envelope must also include the name of the Participant or Bidder, as appropriate.

In the case of Envelope No. 1, the Project Director may dispose of the use of the virtual reception desk mechanism, if appropriate, which will be communicated by means of an official letter.

All the documentation submitted in the envelopes must be perfectly legible and be numbered consecutively, clearly and stamped on each page by the Bidder's Legal Representative. A detailed table of contents indicating the folio number of all documents included in each envelope must be included at the beginning.

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

4.4 Information Fidelity

All documentation, forms and/or information submitted during the Tender shall be considered as an affidavit; notwithstanding, the forms that include the phrase "Affidavit" must be duly signed by the Legal Representative.

The Participant shall evidence its commitment to submit reliable information by submitting Annex No. 2, Appendix 1 a), which shall be considered as an Affidavit. This Affidavit must be submitted in Envelope No. 1 by means of a document signed by the Participant's Legal Representative.

PROINVERSIÓN reserves the right to verify the veracity of all the information submitted by the Participants during the different stages of the Tender and the consequences derived from such verification is regulated by the provisions of subsection 3.2 and subsection 8.1.3 of these Bidding Terms.

4.5 Participants

Only legal entities or Consortiums, national or foreign, may participate in the Tender, under the condition that they have paid their participation fee and comply with the stipulations of these Bidding Terms. If the bidder is a consortium, it is sufficient that one of the members of the consortium has paid the participation fee.

A legal entity, individually or through a Consortium, may not participate in more than one Participant, Prequalified Participant or Bidder¹³. This prohibition also applies to the partners of the legal entity and to the natural persons who are members of Consortiums.

Those who, in accordance with the provisions of Article 29 of Legislative Decree No. 1362, may not be Bidders, directly or indirectly, within the scope provided for in Article 1366 of the Civil Code; persons with disabilities in accordance with the provisions of Law No. 30225, State Contracting Law, or regulation that replaces it; the persons referred to in the First Complementary and Final Provision of Law No. 30695; those that have impediments established by norms with the force of law; nor those who, having been

¹³ Specified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

awarded in Public Private Partnership contracts or in contracts signed under the framework of Legislative Decree No. 674, have ceased to be so due to their non-compliance with the contract. This impediment is valid for two (02) years and extends to the Strategic Partner and/or those who have exercised control of the investor at the time of termination of the respective terminated contract, without prejudice to those impediments established in Law No. 30225, which are governed by the terms stipulated in the said rule.

4.6 Right of Participation Payment

In order to have access to the Data Room, visit the Land¹⁴, make consultations to the Bidding Terms, Prequalify and participate in the Tender, the stakeholders must make the payment for the Right of Participation, in the amount of US \$ 1,000.00 (One thousand and 00/100 United States Dollars) in the Savings Account in Foreign Currency No. 0011-0661-0200035113-66 Interbank Account Code No. 011-661-000200035113-66, at Banco Continental and send a copy of the receipt to the mail proyectopia@proinversion.gob.pe, providing the company or consortium data.

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

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

4.7 Submission of Envelopes by Authorized Agent or Legal Representative

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

5. REPRESENTATION OF PARTICIPANTS

5.1 Authorized Agents

5.1.1 Designation of Authorized Agents

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

¹⁴ Official Letter No. 3 established the procedure for requesting land visits. The maximum time limit for the land visits is established in Annex No. 6 of the Bidding Terms (Schedule of the Tender). Amendments to Annex No. 6 are communicated by Official Letter.



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

An Authorized Agent may not be designated by more than one Participant, Prequalified Participant or Bidder.¹⁵

5.1.2 Powers Granted

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

- Represent the Participant, Prequalified Participant, and Bidder before PROINVERSIÓN, on all matters that are not the exclusive competence of the Legal Representative in accordance with Subsection 5.2.
- Answer, on behalf of the Participant, Prequalified Participant, Bidder or Successful Bidder, and with binding effect for its principal, all the questions that the PROINVERSIÓN Committee or the Project Director may formulate.
- Receive Official Letters.
- Sign the Confidentiality Agreement referred to in Annex No. 2 - Appendix 1 e).
- Request information from the Project Director and make use of the Data Room.

5.1.3 Information

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

5.1.4 Notifications

All extrajudicial notifications addressed to the Participant and the Prequalified Participant may be made to any of the Authorized Agents by e-mail, in which case the notification shall be deemed to have been received on the date of its delivery, pursuant to the provisions of Subsection 6.1.3. Any notification made at the common address indicated by the Authorized Agents referred to in Subsection 5.1.1 shall also be deemed to have been properly carried out and effective.

5.1.5 Substitution

The Participant, Prequalified Participant or Bidder, upon prior written notice to the Project Director, which complies with the same requirements indicated above, may substitute any of the Authorized Agents at any time, or change the address, telephone numbers or e-mail address indicated for the Authorized Agents. The substitution shall take effect on the Working Day following the date on which the respective communication is received by PROINVERSIÓN.

¹⁵ Specified by Official Letter No. 13.



5.2 Legal Representative

5.2.1 Designation and Powers

The Participants, Prequalified Participants or Bidders may only designate up to two (2) common Legal Representatives to represent them, jointly or individually, in accordance with the provisions of this subsection. With the designation, the following information must be provided: name, identity document, address, telephone number and email address. A Legal Representative may not be designated by more than one Participant, Prequalified Participant or Bidder.¹⁶

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

The Affidavits and/or Forms submitted in Envelope No. 1 must be signed by the Participant's Legal Representative, who must be duly authorized for such purpose.¹⁷

The documents submitted in Envelopes No. 2 and No. 3 must be signed or countersigned by its Legal Representative, as applicable, who must be duly authorized for such purpose, in accordance with the provisions of this subsection.

In case the Participant is a Consortium, the Legal Representatives must be common to all its members, such designation must be made through the legal representatives of the Members of the Consortium who are empowered to do so.

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

The substitution of the Legal Representatives shall become effective as of the Working Day following the date on which the communication is received by PROINVERSIÓN with the documents duly evidencing such appointment.

5.2.2 Presentation of the Power of Attorney

The power of attorney appointing the Legal Representatives shall contain the corresponding powers of representation and shall be submitted in Envelope No. 1.

5.2.3 Power of attorney granted in Peru

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

¹⁶ Specified by Official Letter No. 13.

¹⁷ Modified by Official Letter No. 6.



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

5.2.4 Power of attorney granted outside of Peru

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

- a) Duly extended or legalized before the competent Peruvian consulate, endorsed before the Peruvian Ministry of Foreign Affairs, and a simple translation into Spanish must be attached if it was issued in a different language; or¹⁸
- b) Apostille, in case the Participant, Prequalified Participant or Bidder or its members come from a country signatory of the "Convention Suppressing the Requirement of Legalization of Foreign Public Documents" adopted on October 5, 1961, in the City of The Hague, Kingdom of the Netherlands, approved by Legislative Resolution No. 29445 and ratified by Supreme Decree No. 086-2009-RE ("Hague Apostille").

5.2.5 Registrations in the Registry Office

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. However, if your principal becomes the Successful Bidder, they must be registered in the corresponding Registry Office before the Closing Date.

6. CONSULTATIONS, OFFICIAL LETTERS AND INFORMATION

6.1 Consultations about the Bidding Terms

6.1.1 Formality of Consultations

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

Messieurs:

Private Investment Promotion Agency - PROINVERSIÓN

Attention: José Rogger Incio Sánchez

Project Director

Av. Enrique Canaval Moreyra No. 150, Piso 8, San Isidro - Lima, Perú

Telephone: (511) 200-1200 Ext. 1347

The documentation containing the consultations to the Bidding Terms or, comments or suggestions to the contract projects, must be entered through the on-site or virtual reception desk of PROINVERSIÓN, as provided¹⁹.

¹⁸ Specified by Official Letter No. 13.

¹⁹ Official Letter No. 3 established, until further notice, **the sole and exclusive use of the virtual reception desk** and Official Letter No. 13 modified this provision.



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

In the event that the Project Director has the exclusive use of the virtual reception desk²⁰²¹, he will communicate it by Official Letter to the Participants, Prequalified Participants or Bidders; for which it will specify the storage capacity limit of each email to be sent. Consultations should be sent only through the email provided by the Authorized Agents and/or Legal Representatives of the Participants, Prequalified Participants or Bidders.

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

6.1.2 Answer to consultations

The answers of the Project Director to the consultations made to the Bidding Terms will be communicated by Official Letter to all Participants or Prequalified Participants, as the case may be, without indicating the name of who made the consultation. The answers to all the consultations formulated to the Bidding Terms will be available in PROINVERSIÓN's institutional portal.

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

The Project Director is not obliged to respond to consultations that are not related to the Tender. Likewise, he will not be obliged to accept or respond to the comments or suggestions of the Participants and²² Prequalified Participants to the projects of the Purchase and Sale Contract and Investment Contract. PROINVERSIÓN will evaluate the convenience of including or not the suggestions made by the Participants or Prequalified Participants.

6.1.3 Official Letters

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

The publication of the Official Letters in PROINVERSION's institutional portal (www.proinversion.gob.pe), is the main means of communication of these. Additionally, such Official Letters may be sent to any of the Authorized Agents or Legal

²⁰ Rectified by Official Letter No. 3.

²¹ Modified by Official Letter No. 13.

²² Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Representatives, to the email or to the common address, indicated in accordance with Subsections 5.1.1 and 5.1.4.

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

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

In the cases where it is chosen to send Official Letters or other communications, by means of email, the Participant, Prequalified Participant and Bidder accept as well received the communications sent by email, with automatic confirmation of delivery, and therefore it is understood that, by simply submitting the Affidavit - Notification of Information (Annex No. 11), it grants express consent to the Project Director to receive electronic communications made from the institutional email account. Likewise, the Participant, Prequalified Participant or Bidder has the permanent responsibility of following up on their email account consigned for the purposes of this Tender.

After the expiration of the term for the prequalification of Participants, the Official Letters will only be sent to the Prequalified Participants; after the presentation of Envelopes No. 2 and No. 3, only to the Bidders who submitted offers.

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

6.2 Access to Information

6.2.1 Access to the Data Room

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

The *Data Room* consists of a website with limited controlled access, to which only bidders who have previously paid the right of participation, may have access. This is a repository in which the documentation and information disclosed will be confidential and restrictions will be applied to the ability of bidders to disclose it to third parties by forwarding, copying or printing. In this regard, access to the Data Room will be made after signing the Confidentiality Agreement in accordance with the model in Annex No. 2, Appendix 1 e), by the stakeholder.

The documents that can be accessed in the Data Room are found in Annex No. 9.

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



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

6.2.2 Confidentiality Agreement

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

7. RESPONSIBILITY OF BIDDERS AND THE STATE

7.1 Responsibility and obligations assumed by Participants

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

Participants, Prequalified Participants or Bidders, may not contract directly or indirectly the advisory services of natural or legal persons from the private sector, who have provided or are providing consulting or advisory services to PROINVERSIÓN, in the investment promotion process in which they are participating. The list of natural or legal persons from the private sector that provide consulting or advisory services to PROINVERSIÓN in this process is established in Annex No. 10. Failure to comply with the provisions of this subsection will result in the exclusion of the Bidders, Prequalified Bidders and Qualified Bidders from the private investment promotion process.

7.2 Independent Decision of the Participants

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

Participants, at their entire cost and risk, must visit and inspect the Land and practice the skills and examinations that are necessary or convenient to make an adequate decision. Failure to inspect the Land does not entitle or empower the filing of a subsequent claim.

The Participant or Bidder shall assume all costs or expenses, direct or indirect, incurred in connection with the preparation and submission of Envelopes No. 1, No. 2 and No. 3, as the case may be. The State or any of its agencies, including PROINVERSIÓN, its consultants and/or advisors, shall not be responsible in any case for such costs or



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

expenses, regardless of the outcome of the Selection Process, or if the same is suspended or cancelled.

7.3 Limitation of State Responsibility

The Peruvian State or any agency, organism, official or employee thereof, PRODUCE, PROINVERSIÓN, its organs or officials or its consultants and/or advisors are not responsible for, do not guarantee, either expressly or implicitly, the completeness, integrity, reliability or veracity of the information, verbal or written, provided in the Data Room. Consequently, none of the persons participating in the Tender may attribute any responsibility to any of the aforementioned parties or to their representatives, agents or dependents for the use that may be made of said information or for any inaccuracy, insufficiency, defect, lack of update or for any other cause not expressly contemplated in this subsection.

7.4 Scope of the Limitation of the State Responsibility

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

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

8. TENDER PROCEDURE

8.1 FIRST STAGE - SUBMISSION OF ENVELOPE NO. 1 AND PREQUALIFICATION RESULTS

8.1.1 Submission of Envelope No. 1 - Prequalification Offer

The submission of Envelope No. 1 shall be carried out within the term indicated in the Schedule.

The documents of Envelope No. 1 will be submitted as the case may be, in physical form, upon request for an appointment²³ or, through the virtual reception desk^{24,25,26}, with a copy to the email address provided for the project, through the email address provided by the

²³ Modified by Official Letter No. 13.

²⁴ Rectified by Official Letter No. 3.

²⁵ Official Letter No. 3 established, until further notice, **the sole and exclusive use of the virtual reception desk** and Official Letter No. 13 modified this provision.

²⁶ Modified by Official Letter No. 13.



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Legal Representatives of the Participants. If there is more than one Legal Representative and if it has not been indicated that the representation is joint, it will be enough that the subscription of the Affidavits and/or Forms, as well as the sending of the email, are made by one of them.

The documents that make up Envelope No. 1 must be numbered in a correlative and clear manner, incorporating a table of contents that contains the detailed list of the documents included.

In the event the submission of Envelope No. 1 is established virtually, in addition to what is indicated above, the documents that make up such Envelope must be scanned legibly and in color PDF format.

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

Within the maximum period indicated in the Schedule, the Evaluation Commission for Envelope No. 1 will analyze the documentation contained in Envelope No. 1. If during the prequalification process, the Evaluation Commission for Envelope No. 1 detects the existence of errors that it considers to be its correctable judgment, this will urge the Participant to correct or comply with what is observed, through the means (physical or virtual) and until the term indicated, under warning of being excluded from prequalification. The omission in the submission of any document in Envelope No. 1 will be considered a correctable error.

After the submission of Envelope No. 1, no information concerning the prequalification process will be provided to the Participant. Each Participant will only be provided with information concerning their prequalification once the Project Director has issued his decision.

Once the prequalification process has been completed, the Project Director, at the offer of the Evaluation Committee for Envelope No. 1, will issue his pronouncement, progressively determining the Prequalified Participants to participate in the following stages of the process.

The Project Director shall progressively inform each Participant of the result of the prequalification process, for which purpose he shall send a communication to the Prequalified Participant on each occasion.

8.1.2 Formation and Modification of Consortiums Declared as Prequalified Participants

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

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



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

If the Prequalified Participant does not present the new member, its prequalification will be cancelled for the Tender, which will be communicated to it by the Project Director.

The decision of the Project Director with respect to the Prequalification shall be final and shall not be subject to appeal.

8.1.3 PROINVERSIÓN Powers regarding the documentation submitted

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

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

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

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

8.1.4 Verification of the information submitted to PROINVERSIÓN

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



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

8.2.1 Submission of Envelopes No. 2 and No. 3 and opening of Envelope No. 2

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

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

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

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

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

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

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

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

Only Envelopes No. 2 that includes all the documentation required in Subsection 2 of Annex No. 2 will be considered compliant, so only in that case will they be evaluated in accordance with Subsection 8.2.2. In no case will the non-submission of any of the documents that must be contained in Envelope No. 2 be considered correctable.

Envelopes No. 2 found to be non-compliant, that is, that does not include what is requested in Subsection 2 of Annex No. 2, will invalidate the Technical Offer, for which



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

the Bidder will be disqualified from the Tender, having to return his Envelope No. 3 unopened. The minutes will record the reason for the nonconformity.

8.2.2 Evaluation of Envelopes No. 2

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

The Evaluation Committee will verify that the Technical Offers contained in Envelopes No. 2 satisfactorily comply with the provisions of Annex No. 2 and will record the results in the respective minutes, so that the Committee may proceed with its declaration of validity, as appropriate. Any document in Envelope No. 2 that is submitted in a conditional, incomplete or inaccurate manner will be considered invalid.

The decision of PROINVERSIÓN's Committee, as well as the results of the evaluation of Envelope No. 2, are final and will not give rise to any claim or challenge by the Bidders.

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

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

8.2.3 Opening of Envelopes No. 3

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

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

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

8.2.4 Evaluation of the Best Economic Offer

Next, the PROINVERSIÓN Committee, through any of its members or through the representatives appointed for such purpose, will read the price submitted by each of the Bidders whose Economic Offers were declared valid, establishing the order of merit, ranking them from highest to lowest.

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



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

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

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

8.3 PROCEDURE OF CHALLENGE OF AWARD OF THE SUCCESSFUL BID

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

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

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

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

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

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

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

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



8.4 CHALLENGE GUARANTEE

8.4.1 Constitution of the guarantee. Conditions

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

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

8.4.2 Guarantee Execution

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

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

8.4.3 Guarantee Return

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

9. GUARANTEES

9.1 GUARANTEE OF SERIOUSNESS OF THE OFFER

9.1.1 Conditions

The Guarantee of Seriousness of the Offer must be included in Envelope No. 2 and meet the following conditions:

- Guarantee the validity, effectiveness and seriousness of the offers presented by the Bidder, in accordance with the terms and conditions established in the Bidding Terms, including the signing of the Purchase and Sale Contract, the signing of the Investment Contract, the veracity of the data or in the information presented, the



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

absence of impediments to be bidders and the fulfillment of the other obligations assumed for the Closing Date.

- It shall be issued by a Banking Company, in favor of PROINVERSIÓN, in the form of a joint, unconditional, irrevocable bank guarantee letter, without the benefit of excussion, or division and of automatic realization in accordance with the model of Annex No. 3.
- It must be kept in force under the same terms, amount and conditions from the date of presentation of the Economic Offers until ninety (90) Calendar Days after the Award. Notwithstanding this, PROINVERSIÓN may order the mandatory extension of said guarantee, and the Bidder must renew it for the periods indicated.
- Alternatively, a surety or stand-by letter requested by an International Financial Institution may be accepted, which can be formalized by the International Financial Institution that carries out the operation, provided that it complies with the requirements established in the model in Annex No. 3, which is valid according to the term established in the previous paragraph, and which is confirmed by any of the national Banking Companies indicated in Annex No. 7.
- The amount of the guarantee will be equivalent to US\$ 2,500,000.00 (Two million five hundred thousand and 00/100 dollars of the United States of America).²⁷

9.1.2 Guarantee Return or Execution

The return to the Successful Bidder of the Guarantee of Seriousness of the Offer will be made after he complies with signing the Purchase and Sale Contract, the Investment Contract, pays the price of the Land, delivers the Guarantee of Faithful Fulfillment of the Investment Contract and complies with all other requirements for the Closing Date.

The Guarantee of Seriousness of the Offer of each Bidder that is not Successful Bidder will be returned within seven (7) Working Days from the Closing Date.

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

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

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

²⁷ Modified by Official Letter No. 13.



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

9.2 GUARANTEE OF THE FAITHFUL FULFILLMENT OF THE INVESTMENT CONTRACT

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

This guarantee must comply with the following conditions:

- To guarantee the correct and timely fulfillment of each and every one of the obligations in charge of THE DEVELOPER derived from the Investment Contract.
- It will be issued by a Banking Company in favor of PRODUCE in the form of a joint, unconditional, irrevocable bank guarantee letter, without the benefit of excussion, or division and of automatic realization according to the model of Annex No. 4.
- It must remain in force under the terms and conditions established in the Investment Contract, from the Closing date until sixty (60) Calendar Days after the termination of the Investment Contract.
- Alternatively, a surety or stand-by letter requested by an International Financial Institution may be accepted, which may take on the formality used by the International Financial Institution that carries out the operation, provided that it complies with the requirements established in the model of Annex No. 4, which is valid according to the term established in the previous paragraph, and which is confirmed by any of the national Banking Companies indicated in Annex No. 7.
- The amount of the guarantee will be US \$ 23,600,000.00 (Twenty-three million six hundred thousand and 00/100 dollars of the United States of America).²⁸

10. VOID TENDER

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

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

²⁸ Modified by Official Letter No. 13.



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

11. SUSPENSION, CANCELLATION AND REJECTION OF OFFERS

The PROINVERSIÓN Committee may suspend, cancel or annul the Tender and/or reject all the offers submitted, at any time, if it deems it appropriate, without incurring any liability or obligation to pay compensation. This decision cannot be challenged.

12. CLOSING PROCEDURE

12.1 Closing Date

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

- a. Affidavit by which it is accredited that, as of the Closing Date, all the information presented in Envelopes No. 1 and No. 2 remain current and reliable, according to the²⁹ Information Validity Form contained in Annex No. 2 - Appendix 1 aa) of the Bidding Terms.
- b. Documentation that proves the registration in the corresponding Registry Office of the Statute of the legal person that will sign the Contract, the same that must have been established in Peru, with the same shareholders, or Members in the case of a Consortium. The minimum share capital will correspond at least to the value offered for the award of the land and will be subscribed and paid in cash, according to the form of integration and opportunity indicated in the terms and conditions of the Contract.
- c. Legalized copy of the entries of the share registration book or equivalent document, stating the formation, as of the Closing Date, of the shareholders or the shares of the Buyer / Developer.
- d. Registration in the corresponding Registry Office of the powers of the Legal Representative of the legal person that will sign the Contracts.
- e. Regarding the company and the members of the Consortium, as the case may be, the proof of not being disqualified or suspended from contracting with the State issued by the Government's Contracting Supervisory Agency - OSCE.
- f. Financial economic model of the project, which must include the final transfer price and investment commitments in accordance with the following requirements:

²⁹ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

- File in Excel format without locked, hidden or encrypted cells.
 - Manual of use of the mentioned file in Excel, duly explained.
- g. Likewise, all declarations and findings must be made, as well as all documents related to the Closing Date established in the Contract.

The Guarantee of Seriousness of the Offer submitted by the Qualified Bidder that is the Successful Bidder of the Selection Process will be returned after the contract subscription and the compliance of the conditions for the Closing Date.

12.2 Closing Date Activities

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

- (i) To subscribe to the Purchase and Sale Agreement.
- (ii) To pay the price of the Land.
- (iii) To subscribe to the Investment Contract.
- (iv) To deliver other documents that are applicable pursuant to these Bidding Terms, the Purchase and Sale Contract and/or the Investment Contract.

Actions in charge of PROINVERSION:

- (i) To return the Guarantee of Seriousness of the Offer to the Successful Bidder.

Actions in charge of PRODUCE:

- (i) To subscribe to the Purchase and Sale Contract
- (ii) To subscribe to the Investment Contract
- (iii) To deliver other documents that are applicable pursuant to these Bidding Terms, the Purchase and Sale Contract and/or the Investment Contract.

13. NON-COMPLIANCE OF THE SUCCESSFUL BIDDER

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

In view of this situation, PROINVERSIÓN's Committee is empowered to accept the following Economic Offers, in descending order and according to the order of merit of the Tender, in substitution of the Successful Bidder whose award was revoked. The decision of the PROINVERSIÓN Committee will be taken without prejudice to the rights and legal actions that it may take against the successful bidder who failed his obligation.

If the PROINVERSIÓN Committee agrees to award the Successful Bid to the Bidder who owns the second-best financial offer, it will notify such determination in writing, requiring it to renew its Guarantee of Seriousness of the Offer within a period of no more than fifteen



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

(15) Calendar Days or present a new one according to the terms of the Bidding Terms and with a validity of ninety (90) Calendar Days after the new Closing Date.

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

The option chosen by the PROINVERSIÓN Committee will be communicated to the Bidders by means of an Official Letter.



ANNEX No. 1

TERMS OF REFERENCE

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

1. OBJECT OF THE TENDER

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

The Land is part of this project.

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

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

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

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

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

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

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



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

- 1.5 **Land Price.** - The base price of the Land will be timely communicated by PROINVERSIÓN Committee through Official Letter.
- 1.6 **Payment of the Price.** - The Successful Bidder must make the payment of the sale price of the land through PROINVERSIÓN, with a cashier's check made out to the "Private Investment Promotion Agency - PROINVERSIÓN". In accordance with Article 1220 of the Civil Code, the obligation will only be satisfied when the respective security has been paid. Alternatively, payment may be made by bank transfer(s) to the account determined by PROINVERSIÓN.
- 1.7 **Competition Factor.** - The Bidders will compete for the highest price to be paid by the Bidder, with respect to the Base Price.
The Bidder will present the price in the format contained in Appendix 3 a) of Annex No. 2. This document will be presented in printed format.
- 1.8 **Qualification of the Economic Offer and Award of the Successful Bid.** - The Bidder that submits the Economic Offer with the highest price, provided it is higher than the Base Price, will be awarded the Successful Bid.

2. **GENERAL CONDITIONS**

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

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

2.1 Applicable Regulations. - The Successful Bidder must execute the Investment Contract complying with all pertinent regulations, current or future, related to the planning, authorization, construction, operation and commercialization of the Project.

2.2 Preliminary mandatory technical criteria. - The bidders must submit an Affidavit in which they undertake to comply with the following documents and regulations, as well as their amendments:

- (i) Ordinance No. 2103 of the Metropolitan Municipality of Lima, which approves the proposal for the organization and physical-spatial structuring of the Pampas de Ancon and Piedras Gordas of the Ancon district (May 2018).
- (ii) Ordinance No. 2281 of the Metropolitan Municipality of Lima, which approves the specific regulations and urban and building parameters of the Industrial Park-1 PI1 zoning typology and modifies the zoning plan of the Ancon district, approved by Ordinance No. 2103-MML (Specific Norms and Urban and Building Parameters of the PIA).
- (iii) Zoning of Special Industrial Regulation (ZREi), for the land, approved by Ordinance No. 2103 of the Metropolitan Municipality of Lima.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

- (iv) Norms and regulations established by the National Water Authority (ANA), in relation to the ³⁰use of the water resources of Ancon Bay for the desalination of water and its industrial or potable use.
- (v) Legislative Decree No. 1280 that regulates the purchase and sale of wastewater by the entities that provide local or regional sanitation services (EPS) and its regulations, if applicable.
- (vi) Supreme Decree No. 009-2020-MINAM that approves the Multisectoral Management Plan "Bicentennial City", regarding the Ancon Industrial Park.³¹

Likewise, in this declaration, each Bidder will expressly undertake to guarantee the supply levels of urban services required by Applicable Laws and Provisions, correct accessibility, and the uses and activities in accordance with the aforementioned documents, including what is established in Annex No. 1 on Infrastructures and Services of the Investment Contract.

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

2.4 Content of the Technical Offer. -

Affidavit of commitment regarding urban regulations, including the provisions indicated in subsection 2.2 above, and regarding investment objectives, in terms of service levels and standards, in accordance with the provisions of the Investment Contract. This, according to the format contained in Appendix 2 a) of this Annex No. 2.

2.5 Content of the Economic Offer.

Land purchase offer

A letter will be submitted, according to the format of Appendixes 3 a) of Annex No. 2, in which the firm and irrevocable offer of the amount for which the entire Land will be purchased is made. The amount to be offered will be presented in dollars of the United States of America on the date of submission of the offer.

3. SPECIFIC CONDITIONS

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

The maximum term for the execution and completion of the infrastructures and services is contained in Annex No. 1 of the Investment Contract.

4. PREQUALIFICATION REQUIREMENTS

³⁰ Modified by Official Letter No. 13.

³¹ Incorporated by Official Letter No. 5.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

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

- Proof of having developed industrial or logistics land projects ³²(or both) over the last 15 years³³ for a total area of at least 100,00 Ha³⁴. For these purposes, having been the promoter or builder of the project will be considered development.
- Failing that, having developed mixed land projects, which include industrial or logistics land, for at least 30% of the total area of the PIA, (214.5 Ha.)³⁵, in the last 15 years.³⁶
- For the above, a document that proves said experience must be submitted, which may be, among others:
 - Execution certificates in the case of projects carried out for third parties, stating the project, surface area and completion date.
 - Work contracts and/or certificate of completion of work, specifying project and completion date and surface.
 - Construction license and completion certificate.
 - Registration in official registers of developed industrial land.

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

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

For this purpose, the Participant must submit the following documentation³⁷:

- a) Individual unconsolidated financial statements audited by an external auditor corresponding to the closing of the fiscal year 2018.
- b) Individual unconsolidated financial statements audited by an external auditor corresponding to the closing of the fiscal year 2019.

³² Industrial or logistic land is understood to be all land destined for the location and operation of productive or product transformation establishments, in accordance with the guidelines of Supreme Decree No. 005-2020-PRODUCE, which approves the "National Strategy for the Development of Industrial Parks".

³³ Modified by Official Letter No. 7.

³⁴ Modified by Official Letter No. 13.

³⁵ Modified by Official Letter No. 13.

³⁶ Modified by Official Letter No. 7.

³⁷ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

- c) Individual unconsolidated financial statements audited by an external auditor corresponding to the closing of the fiscal year 2020.
- d) Individual unconsolidated financial statements audited by an external auditor corresponding to the closing of the fiscal year 2021.

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

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

Financial capacity

The individual or consortium Participant must demonstrate a stockholders' equity of at least US\$ 56,000,000 (Fifty-six million and 00/100 United States dollars) in the fiscal year 2021.³⁸

The foregoing will be carried out based on the audited financial statements presented and by presenting the format contained in Appendix 1 d) of Annex No. 2. In the event that the Participant is a consortium that brings together more than one company, the sum of the net assets of each of the Members will be considered.³⁹

If the Participant or Consortium does not reach the aforementioned minimum level of stockholders' equity with the unconsolidated individual financial statements but through consolidated financial statements of the Participant or member or members of the Consortium or its parent companies, achieves the level of stockholders' equity requested, it must present, in addition to the individual unconsolidated financial statements for the requested years, the annual consolidated financial statements of the company, or its parent⁴⁰, audited by an external auditor for the years 2018, 2019, 2020 and 2021⁴¹. The financial statements must be audited and cover the entire period requested and present the documentation that proves its belonging to the parent company. In the event that the Participant or Consortium does not reach the aforementioned minimum level of stockholders' equity, it will not be prequalified.

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

In the event of being a Successful Bidder, the Participant or Consortium must individually meet the financial capacity requirement, that is, it must ensure that it increases its

³⁸ Modified by Official Letter No. 13.

³⁹ Modified by Official Letter No. 7.

⁴⁰ Provided that it proves that it is a parent company with participation and management in the related company.

⁴¹ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

stockholders' equity to meet this requirement without having to refer to consolidated financial results or those of its parent company.

Sales level

The individual or Consortium Participant must demonstrate a level of annual sales or invoicing of at least US\$ 23,270,000.00 (Twenty-three million, two hundred and seventy thousand and 00/100 of United States dollars)⁴² during the 2 fiscal years prior to the current fiscal year as of the date of submission of the Offers that the Prequalified Bidders decide to present.

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

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

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

Where:

VE: It is the average of the sales amounts of a Consortium that will be considered to determine whether or not the minimum of US\$ 23,270,000.00 (Twenty-three million, two hundred and seventy thousand and 00/100 of United States dollars)⁴³ is met.

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

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

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

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

⁴² Modified by Official Letter No. 13.

⁴³ Modified by Official Letter No. 13.



ANNEX No. 2

CONTENT AND FORM OF SUBMISSION OF THE ENVELOPES

1. Content of Envelope No. 1 - Prequalification Offer

- 1.1. Letter of Presentation of the Bidder and Affidavit of Reliable Information, according to the format contained in Appendix 1 a) of this Annex No. 2. By this affidavit, the Bidder, if awarded the contract, undertakes to physically submit the documents included in Envelope No. 1, as the case may be. The signature on this form must be notarized or have the corresponding apostille.⁴⁴
- 1.2. Copy of the proof of payment for the Right of Participation, in the name of the Participant, or one of the members in the case of a Consortium; in accordance with the provisions of Subsection 4.6 of the Bidding Terms.
- 1.3. Copy of the documentation that certifies the powers of the Participant's Legal Representative; according to the provisions of Subsection 5.2.1 of the Bidding Terms.
- 1.4. Simple copy of the statute currently in force or equivalent instrument issued by the competent authority in its country of origin, whether of the Participant or, in the case of a Consortium, of each of its members.
- 1.5. Affidavit of Non-Existence of Impediments, in accordance with the model contained in Appendix 1 b) of this Annex No. 2.
- 1.6. In the case of Consortium, in addition to the aforementioned affidavit, the Association Commitment Letter will be presented, in accordance with the model in Appendix 1 c) of this Annex No. 2 that must be signed by each of the Legal Representatives of the Members in which they express their intention to participate in the Consortium and that they have sufficient powers to sign the aforementioned commitment.
- 1.7. Technical Requirements:

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

- Proof of having developed industrial or logistics land projects (or both)⁴⁵ over the last 15⁴⁶ years for a total area of at least 100,0 Ha⁴⁷. For these purposes, having been the promoter or builder of the project will be considered development.

⁴⁴ Modified by Official Letter No. 13.

⁴⁵ Industrial or logistic land is understood to be all land destined for the location and operation of productive or product transformation establishments, in accordance with the guidelines of Supreme Decree No. 005-2020-PRODUCE, which approves the "National Strategy for the Development of Industrial Parks".

⁴⁶ Modified by Official Letter No. 7.

⁴⁷ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

- Failing that, having developed mixed land projects, which include industrial or logistics land, for at least 30% of the total area of the PIA, (214.5 Ha.)⁴⁸, in the last 15 years.⁴⁹

For the above, a document that proves said experience must be submitted, which may be, among others:

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

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

1.8. Financial Requirements:

- a) The individual unconsolidated financial statements audited by an external auditor for the closing of fiscal years 2018, 2019, 2020 and 2021⁵⁰ will be presented.
- b) In case of accrediting the financial capacity with audited consolidated financial statements of either the Participant or its parent at the closing of fiscal years 2018, 2019, 2020 and 2021⁵¹, these will be submitted⁵², together with documentation that proves the Participant's membership in its parent.
- c) Format contained in Appendix 1 d) of this Annex No. 2 that certifies the financial capacity and level of sales, required in the Terms of Reference (Annex No. 1).

1.9. ⁵³.

2. Content of Envelope No. 2 - Technical Offer

2.1 Affidavit of commitment regarding urban normativity of regulations, including the provisions indicated in subsection 2.2 of Annex No. 1 (Terms of Reference), and regarding investment objectives, in terms of levels and standards of service, according to what is stated in the Investment Contract. This, according to the format contained in Appendix 2 a) of this Annex No. 2.

⁴⁸ Modified by Official Letter No. 13.

⁴⁹ Modified by Official Letter No. 7.

⁵⁰ Modified by Official Letter No. 13.

⁵¹ Modified by Official Letter No. 13.

⁵² Modified by Official Letter No. 6.

⁵³ Relocated to subsection 1.1, by Official Letter No. 13.



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

2.2 Guarantee of Seriousness of the Offer according to the format contained in Annex No. 3.

3. Content of Envelope No. 3 - Economic Offer

3.1 Letter of presentation of the land price according to format contained in Appendix 3 a) of this Annex No. 2.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 2 - Appendix 1 a)

(Ref. Subsection 1: Content of Envelope No. 1 - Prequalification Offer)

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

Lima,

Messieurs:

**Private Investment Promotion Agency
PROINVERSIÓN**

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

Of our consideration:

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

In the same way, we declare under oath that the documents that comprise Envelope No. 1 that we accompany and that is being presented virtually, have been signed on their physical support, solely by us, [insert name of Legal Representative 1], identified with Identity Document No. [insert document number] and/or [indicate the name of Legal Representative 2], identified with Identity Document No. [insert document number], Legal Representative(s) of the Bidder.

Likewise, we declare under oath that all the information and documentation submitted virtually in Envelope No. 1, to prove our existence, capacity and experience, is truthful, reliable and corresponds to the original documents or legalized copies that we keep in our possession and we assume administrative and criminal responsibility if false or inaccurate documents sent virtually are detected.

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

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

Sincerely,

Entity
	Participant
Name
	Participant's Legal Representative
Signature
	Participant's Legal Representative



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 2 - Appendix 1 aa)

(Ref. Subsection 12.1 Closing)

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

Lima,

Messieurs:
**Private Investment Promotion Agency
PROINVERSIÓN**

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

Of our consideration:

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

Sincerely,

Entity
	Participant
Name
	Participant's Legal Representative
Signature
	Participant's Legal Representative



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 2 - Appendix 1 b)

(Ref. Subsection 1: Content of Envelope No. 1 - Prequalification Offer)

AFFIDAVIT OF NON-EXISTENCE OF IMPEDIMENTS

Lima,

Messieurs:

**Private Investment Promotion Agency
PROINVERSIÓN**

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

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

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



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Place and date:, 20...⁵⁴.

Entity (Participant)

Name
Participant's Legal Representative

Signature
Participant's Legal Representative

⁵⁴ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 2 - Appendix 1 c)

(Ref. Subsection 1: Content of Envelope No. 1 - Prequalification Offer)

ASSOCIATION COMMITMENT LETTER IN CASE OF CONSORTIUM

Lima,

Messieurs:
Private Investment Promotion Agency
PROINVERSIÓN

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

We hereby declare under oath:

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

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

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



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

Place and date:, 20...⁵⁵.

Entity
Participant (Consortium)

Name
Participant's Legal Representative

Signature
Participant's Legal Representative

Member 1
Name of Member 1

Name
Legal Representative of Member 1

Signature
Legal Representative of Member 1

Member 2
Name of Member 2

Name
Legal Representative of Member 2

Signature
Legal Representative of Member 2

Member 3
Name of Member 3

Name
Legal Representative of Member 3

Signature
Legal Representative of Member 3

⁵⁵ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 2 - Appendix 1 d)

(Ref. Subsection 1: Content of Envelope No. 1 - Prequalification Offer)

FORMAT TO CREDIT THE FINANCIAL CAPACITY AND LEVEL OF SALES, REQUIRED IN THE TERMS OF REFERENCE⁵⁶

Date:

Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

Bidder(s):

Stockholders' equity at the end of 2021	USD
Higher Sales (year ____)	USD

If applicable, information with consolidated financial statements (if not applicable, state NOT APPLICABLE)

Stockholders' equity at the end of 2021	USD
Higher Sales (year ____)	USD

If applicable, information with consolidated financial statements (if not applicable, state NOT APPLICABLE)

	Company individual 1	or	Company individual 2	or	Company individual n
Stockholders' equity at the end of 2021	USD		USD		USD
Higher Sales	USD (year)		USD (year)		USD (year)
Percentage of participation in the consortium					

In the case of consortiums please specify:

	Company individual 1	or	Company individual 2	or	Company individual n
Stockholders' equity at the end of 2021	USD		USD		USD
Higher Sales	USD (year)		USD (year)		USD (year)
Percentage participation in the consortium					

⁵⁶ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Place and date:, 20....

Entity
 Name of Participant

Name
 Participant's Legal Representative

Signature
 Participant's Legal Representative

In the case of Consortiums:

Entity
Participant (Consortium)

Member 1
 Name of Member 1

Name
 Legal Representative of Member 1

Signature
 Legal Representative of Member 1

Member 2
 Name of Member 2

Name
 Legal Representative of Member 2

Signature
 Legal Representative of Member 2

Member 3
 Name of Member 3

Name
 Legal Representative of Member 3

Signature
 Legal Representative of Member 3



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 2 - Appendix 1 e)

(Ref. Subsection 6.2.1. Access to the Data Room)

CONFIDENTIALITY AGREEMENT

Lima,

Messieurs:

**Private Investment Promotion Agency
PROINVERSIÓN**

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

I. Confidentiality Commitment

We hereby commit to the following:

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

The information obtained will be made available to our staff, executives and consultants, for reasons related to the 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 anyone, without the prior written consent of the Project Director.

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

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

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

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



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

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

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

II. Acceptance of limits on responsibility for information received

We hereby declare that we know and accept the following:

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

The Peruvian State or any dependency of it; PRODUCE, PROINVERSIÓN; The PROINVERSIÓN Committee⁵⁷, the Project Director do not guarantee, either expressly or implicitly, the totality, integrity, reliability, or veracity of the information provided. Consequently, the aforementioned parties, or their representatives, cannot be held responsible for the use that may be made of said information or for any inaccuracy of this information, for its lack, for its non-use or for any other reason.

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

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

Place and date:, 20....⁵⁸.

Entity
Name of Participant

⁵⁷ Modified by Official Letter No. 13.
⁵⁸ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Name

Participant's Legal Representative

Signature

Participant's Legal Representative

In the case of Consortiums:

Entity

Participant (Consortium)

Member 1

Name of Member 1

Name

Legal Representative of Member 1

Signature

Legal Representative of Member 1

Member 2

Name of Member 2

Name

Legal Representative of Member 2

Signature

Legal Representative of Member 2

Member 3

Name of Member 3

Name

Legal Representative of Member 3

Signature

Legal Representative of Member 3



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 2 - Appendix 2 a)

(Ref. Subsection 2. Content of Envelope No. 2 - Technical Offer)

AFFIDAVIT OF COMPLIANCE

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

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

- i. Ordinance No. 2103 of the Metropolitan Municipality of Lima, which approves the proposal for the organization and physical-spatial structuring of the Pampas de Ancon and Piedras Gordas of the Ancon district (May 2018).
- ii. Ordinance No. 2281 of the Metropolitan Municipality of Lima, which approves the specific regulations and urban and building parameters of the Industrial Park-1 P11 zoning typology and modifies the zoning plan of the Ancon district, approved by Ordinance No. 2103-MML (Specific Norms and Urban and Building Parameters of the PIA).
- iii. Zoning of Special Industrial Regulation (ZREi), for the land, approved by Ordinance No. 2103 of the Metropolitan Municipality of Lima.
- iv. Norms and regulations established by the National Water Authority (ANA), in relation to the use of the water resources of Ancon Bay for the desalination of water and its industrial or potable use.
- v. Legislative Decree No. 1280 that regulates the purchase and sale of wastewater by the entities that provide local or regional sanitation services (EPS) and its regulations, if applicable.
- vi. Supreme Decree No. 009-2020-MINAM that approves the Multisectoral Management Plan "Bicentennial City", regarding the Ancon Industrial Park.⁵⁹

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

Likewise, we undertake to comply with the investment obligations in the PIA, in relation to the availability of minimum levels and standards of service, in accordance with the provisions of the Investment Contract, and its annexes, including Annex No. 1 of the Investment Contract referred to Infrastructures and Services.

Place and date:, 20....⁶⁰.

⁵⁹ Incorporated by Official Letter No. 5.
⁶⁰ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Entity
 Name of Participant
 Name
 Participant's Legal Representative
 Signature
 Participant's Legal Representative

In the case of Consortiums:

Entity
 Participant (Consortium)

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

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

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



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 2 - Appendix 3 a)

(Ref. Subsection 3. Content of Envelope No. 3 - Economic Offer)

MODEL OF PRESENTATION LETTER OF THE LAND PRICE

Lima,

Messieurs:

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

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

Of our consideration:

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

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

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

Bidder

Prequalified Participant

Name

Legal Representative of the Prequalified Participant

Signature

Legal Representative of the Prequalified Participant

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



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 3

FORMAT OF GUARANTEE OF SERIOUSNESS OF THE OFFER⁶¹

Lima,

Messieurs:

**Private Investment Promotion Agency
PROINVERSIÓN**

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

Letter of Guarantee No. _____

Expiration date: _____

Of our consideration:

We hereby and at the request of our client, messieurs constitute this joint and several, unconditional, irrevocable bond, without the benefit of excussio, nor division and automatic realization, up to the sum of US\$ 2,500,000.00 (Two million five hundred thousand and 00/100 United States Dollars) in favor of PROINVERSIÓN, to guarantee the validity, effectiveness and seriousness of the Offers presented by our client of agreement with the terms and conditions established in the Bidding Terms of the Public Tender - Private Investment Promotion Process for the Ancon Industrial Park Project, including the signing of the Purchase and Sale Contract, the signing of the Investment Contract, the veracity of the data or in the information submitted, the absence of impediments to be bidders and the fulfillment of the other obligations assumed by him for the Closing Date.

We also state for the record that this guarantee shall be effective in the event that our client is declared the Successful Bidder by the Special Committee for Investment in Education, Health, Justice, Tourism, Real Estate and Capital Markets Projects and Other Sectors or Public companies - PRO SOCIAL+ and does not comply with its obligations on the Closing Date of the aforementioned Tender.

Payment will be made upon demand by notary through the Executive Director of PROINVERSIÓN, or whoever is acting in his stead, and any delay on our part to honor it will accrue an interest equivalent to the legal interest rate, plus a spread of 3%.

The effective legal interest rate shall be the rate published by the Superintendency of Banking, Insurance and AFP corresponding to the day of demand for payment, and interest shall accrue from the date on which compliance has been demanded until the effective date of payment.

⁶¹ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

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

The period of validity of this Guarantee starts on the date of submission of the Offer and shall expire on of the year

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

Sincerely,

Signature
Name
Bank Entity

(The terms of the Letter of Guarantee should be substantially the same as in this format.)



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 4

FORMAT OF GUARANTEE OF FAITHFUL FULFILLMENT OF AN INVESTMENT CONTRACT⁶²

Lima,

Messieurs:
**Ministry of Production
PRODUCE**

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

Letter of Guarantee No. _____
Expiration date: _____

Of our consideration:

We hereby and at the request of our client, messieurs (name of the legal entity) (hereinafter the BUYER / DEVELOPER) constitute this joint, unconditional, irrevocable bond, without the benefit of excussion, or division and automatic realization, up to the sum of US \$ 23,600,000.00 (Twenty-three million six hundred thousand and 00/100 United States Dollars) in favor of the Ministry of Production - PRODUCE, to guarantee the correct and timely fulfillment of each and every one of the obligations of THE BUYER / DEVELOPER contained in the Investment Contract or in the Purchase and Sale Contract, signed by our client derived from the reference tender.

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

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

Our obligations under this bond shall not be affected by any dispute between PROINVERSIÓN, PRODUCE, or any Peruvian Government entity and our clients.

Any delay on our part in honoring it will accrue interest at the legal interest rate, plus a spread of 3%. The effective legal interest rate shall be the rate published by the Superintendency of Banking, Insurance and AFP corresponding to the day of demand for payment, and interest shall accrue from the date on which compliance has been demanded until the effective date of payment.

⁶² Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

This guarantee will be in force since....., until , inclusive.

Sincerely,

Signature
Name
Bank Entity

(The terms of the Letter of Guarantee should be substantially the same as in this format)



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 5

FORMAT OF GUARANTEE TO CHALLENGE THE AWARD OF THE SUCCESSFUL BID⁶³

Lima,

Messieurs.
**Private Investment Promotion Agency
PROINVERSIÓN**

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

Letter of Guarantee No. _____
Expiration date: _____

Of our consideration:

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

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

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

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

⁶³ Modified by Official Letter No. 13.



PERÚ

Ministerio de Economía y Finanzas

Agencia de Promoción de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

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

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

The effective legal interest rate shall be the rate published by the Superintendency of Banking, Insurance and AFP corresponding to the day of demand for payment, and interest shall accrue from the date on which compliance has been demanded until the effective date of payment.

Sincerely,

Signature
Name
Bank Entity

(The terms of the Letter of Guarantee should be substantially the same as in this format)



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 6

TENDER SCHEDULE

The dates of activities on the Schedule are the following:

Activity	Term
Call for Tender	01.18.2021
Bidding Terms	
Publication of Bases on the website	01.18.2021
Consultations to the Bidding Terms	Until 04.14.2021
Responses to the round of consultations to the Bidding Terms	Until 05.05.2021
Publication of the Bidding Terms - Single Ordered Text on the website ⁶⁴	03.29.2023
Second round of consultations to the Bidding Terms ⁶⁵	Until 60 Days after the previous activity
Responses to the second round of consultations to the Bidding Terms ⁶⁶	Until 20 Days after the previous activity
Prequalification	
Right of Participation Payment	Until 1 Day prior to Submission of Envelope No. 1
Submission of credentials of stakeholders (Envelope No. 1)	Until 30 Days prior to the presentation and opening of Envelopes No. 2 and No. 3. ⁶⁷
Observations of Envelope No. 1 ⁶⁸	Until 5 days after the submission of Envelope No. 1
Correction to observations formulated in documentation contained in Envelope No. 1	Until 10 ⁶⁹ Days after notification of the observations of Envelope No. 1
Individual announcement of Prequalification result	Until 5 Days after the previous activity
Contract	
Delivery of First Contract Project	01.18.2021
Bidders' suggestions to the First Contract Project	Until 04.28.2021

⁶⁴ Incorporated by Official Letter No. 13.

⁶⁵ Incorporated by Official Letter No. 13.

⁶⁶ Incorporated by Official Letter No. 13.

⁶⁷ Modified by Official Letter No. 13.

⁶⁸ Incorporated by Official Letter No. 5.

⁶⁹ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Delivery of the final version of the Contract approved by PROINVERSIÓN Board of Directors.	11.16.2021
Delivery of the project of the new Final Version of the Contract ⁷⁰	To be communicated by Official Letter
Suggestions and comments from the Bidders on the project of the new Final Version of the Contract ⁷¹	Until 30 Days after the previous activity
Delivery of the new Final Version of the Contract with the ratification of PROINVERSION's Board of Directors. ⁷²	To be communicated by Official Letter
Land Visits⁷³	
Visits upon request according to Official Letter No. 3	Until 10 Days prior to Submission and Opening of Envelopes No. 2 and No. 3 ⁷⁴
Submission of Offers	
Submission and Opening of Envelopes No. 2 and No. 3 (Technical and Economic Offers) and Award of the Successful Bid	To be communicated by Official Letter ⁷⁵
Closing Date	To be communicated by Official Letter

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

Rules on deadlines

For the purposes of the documents and communications related to the Tender that must be delivered to the on-site Reception Desk of PROINVERSIÓN⁷⁶, located at Av. Enrique Canaval Moreyra No. 150, Primer Piso, San Isidro - Lima, Peru, the Day begins at 09:00 hours and expires at 17:00 hours in the city of Lima - Peru.

In the case of documents and communications that are to be submitted through the virtual reception desk^{77,78}, these must be entered through the computer module designed for such purpose, either through PROINVERSIÓN's institutional portal (www.investinperu.pe), through the Peruvian State Portal (www.gob.pe/proinversion) or through direct access (<https://mesadepartesvirtual.proinversion.gob.pe>). The registration of documents at the virtual reception desk shall be governed by the following:

- Documents submitted between 00:00 hours and 23:59 hours on a given day are considered to have been submitted on the same date.
- Documents filed on a non-working Calendar Day are considered to be filed on the first following day⁷⁹.

⁷⁰ Incorporated by Official Letter No. 13.

⁷¹ Incorporated by Official Letter No. 13.

⁷² Incorporated by Official Letter No. 13.

⁷³ Incorporated by Official Letter No. 5.

⁷⁴ Modified by Official Letter No. 13.

⁷⁵ Modified by Official Letter No. 13.

⁷⁶ Rectified by Official Letter No. 13.

⁷⁷ Rectified by Official Letter No. 3.

⁷⁸ Modified by Official Letter No. 13.

⁷⁹ Modified by Official Letter No. 13.



ANNEX No. 7

BANKING COMPANIES AUTHORIZED TO ISSUE THE GUARANTEES ESTABLISHED IN THE BIDDING TERMS

The list of banking companies is composed by:

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

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

INSURANCE COMPANIES

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

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

- AVLA PERU Compañía de Seguros S A (formerly AVAL PERU COMPAÑÍA DE SEGUROS S.A)
- MAPFRE Peru Insurance and Reinsurance Companies
- Rimac Insurance and Reinsurance
- SECREX Compañía de Seguros de Crédito y Garantías S.A.
- INSUR S.A. Compañía de Seguros
- LA POSITIVA Compañía de Seguros y Reaseguros S.A.
- CHUBB PERÚ S.A. Compañía de Seguros y Reaseguros



ANNEX No. 8

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

1. First Category Foreign Banks:

The first category of foreign banks included in the list approved by the Central Reserve Bank of Peru (BCRP) through Official Letter 002-2023-BCRP⁸⁰ or the regulation that replaces it will be taken into account.

2. International Financial Entities:

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

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

The letters of guarantee from first category foreign banks and international financial entities must be confirmed by one of the national Banking Companies indicated in Annex No. 7.

⁸⁰ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 9.

DATA ROOM DOCUMENTS

Data Room Content

Category	Documentation
Project information	Urban Conceptual Master Plan
	Infrastructure Conceptual Master Plan
	Transportation Conceptual Master Plan
	Executive presentation of the project
	Estimated demand study of industrial real estate products in the PIA
	Master Plan Drawings (with higher resolution) ⁸¹
Property information	Risk evaluation study by disasters and mitigation strategies
	Risk maps of disasters in the property
	Soil mechanical study
	Soil study with purposes of urban and industrial occupation
	Geophysical studies of vertical electrical sounding
	Topographic survey of the property
	Computerized drawing files associated with topographic survey
	Identification and analysis study of supply sources of water for industrial consumption.
	HR and PU of the Land by the Municipality of Ancon ⁸² .
	CRI issued by the Public Records. ⁸³
Legal Framework	Resolution that approves the free interstate property in favor of the Ministry of Production.
	Certificate of the non-existence of archaeological remains on the property
	Organization and physical-spatial structuring of the Pampas de Ancon and Piedras Gordas of the District of Ancon
	Specific regulations and urban and building parameters of the Industrial Park Zoning
	Multisectoral Management Plan "Bicentennial City", approved by Supreme Decree No. 009-2020-MINAM. ⁸⁴
	Report No. 00325-2021-MINAM/VMGA/DGPIGA: Ancon Park within the framework of SEIA ⁸⁵
Tender information	Publication of the call for tender
	Bidding Terms and annexes
	Contract model
	Mechanism for right of participation payment
	Tender Calendar of activities
	⁸⁶

⁸¹ Incorporated by Official Letter No. 5.

⁸² Incorporated by Official Letter No. 2.

⁸³ Incorporated by Official Letter No. 2.

⁸⁴ Incorporated by Official Letter No. 5.

⁸⁵ Incorporated by Official Letter No. 5.

⁸⁶ Deleted by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Category	Documentation
Photos and Videos of the Land ⁸⁷	Videos
	Photographic Panel
PIA Land Cleanup ⁸⁸	Non-Technical Study
	Technical Study
	Minute 01 MGP and Official Communication 044-1B
	Minute 02 MGP
	Minute 03 MGP
	Minute 04 MGP
	Minute 05 MGP
	Minute 06 MG
	Official Communication 020-2021-PRODUCE
	Report 016-2021-PRODUCE
	Medina Gironzini 1st Product Report
	Medina Gironzini 2nd Product Report
Localization Service Report	

⁸⁷ Incorporated by Official Letter No. 2.

⁸⁸ Incorporated by Official Letter No. 2.



PERÚ

Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité PRO SOCIAL +



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 10.

LIST OF NATURAL OR LEGAL PERSONS WHO HAVE RENDERED SERVICES TO PROINVERSIÓN, FOR THIS PROCESS OF PROMOTION OF PRIVATE INVESTMENT⁸⁹

- IDOM Consulting, Engineering, Architecture S.A Sucursal del Perú
- Jorge Alejandro Navarro Sánchez-Salazar Service E.I.R.L -JANSS SERVICE E.I.R.L.
- TINSA S.A.C.
- Cuerpo Técnico de Tasaciones del Perú
- The Mines Advisory Group – MAG
- SCV Soluciones Integrales S.A.C.
- Consultants in Business Perú S. A.
- **ASVAL S.A.C**

⁸⁹ Content incorporated by Official Letters No. 2 and No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

ANNEX No. 11

AFFIDAVIT - INFORMATION NOTIFICATION

Lima,

Messieurs:
**Private Investment Promotion Agency
PROINVERSIÓN**

Reference: Public Tender - Private Investment Promotion Process for the Ancon Industrial Park project.

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

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

Place and date:, 20....⁹⁰.

Entity
Name of Participant
Name
Participant's Legal Representative
Signature
Participant's Legal Representative

In case of Consortiums:

Entity
Participant (Consortium)

Member 1
Name of Member 1
Name

⁹⁰ Modified by Official Letter No. 13.



"Decade of Equal Opportunities for Women and Men".
"Year of Unity, Peace and Development"

Signature Legal Representative of Member 1

 Legal Representative of Member 1

Member 2
 Name of Member 2

Name
 Legal Representative of Member 2

Signature
 Legal Representative of Member 2