

PUBLIC INTERNATIONAL CALL FOR TENDERS

No. DELSUR-CLP-RNV-001-2013

TENDER RULES

LONG-TERM CONTRACTS THROUGH A FREE COMPETITIVE TENDER PROCESS CALLED FOR BY DISTRIBUIDORA DE ELECTRICIDAD DEL SUR, S.A. DE C.V. ACTING ON BEHALF OF THE FOLLOWING DISTRIBUTION COMPANIES:

- I. COMPAÑÍA DE ALUMBRADO ELÉCTRICO DE SAN SALVADOR, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE,**
- II. DISTRIBUIDORA DE ELECTRICIDAD DEL SUR, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE,**
- III. AES CLESA Y COMPAÑÍA, SOCIEDAD EN COMANDITA DE CAPITAL VARIABLE,**
- IV. EMPRESA ELÉCTRICA DE ORIENTE, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE,**
- V. DISTRIBUIDORA ELÉCTRICA DE USULUTAN, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE,**
- VI. B&D SERVICIOS TÉCNICOS, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, and**
- VII. EMPRESA DISTRIBUIDORA ELECTRICA SALVADOREÑA, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE.**

FOR THE SUPPLY OF 100 MW OF POWER TO BE INSTALLED AND ITS ASSOCIATED ENERGY

FOR 20 YEARS

Republic of El Salvador, San Salvador, 3 December 2013

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TENDER RULES

FREE COMPETITIVE TENDER PROCESS CALLED FOR BY THE ELECTRICITY DISTRIBUTION COMPANY DEL SUR, S.A. DE C.V. FOR THE SUPPLY OF 100 MW OF POWER TO BE INSTALLED AND ITS ASSOCIATED ENERGY FOR THE FOLLOWING DISTRIBUTION COMPANIES: CAESS, S.A. DE C.V., DELSUR, S.A. DE C.V., AES CLESA y CIA., S. EN C. DE C.V., EEO, S.A. DE C.V., DEUSEM, S.A. DE C.V., B&D, S.A. DE C.V. and EDESAL, S.A. DE C.V. STARTING OCTOBER 1, 2016 IN CASE OF BIDS WITH PHOTOVOLTAIC TECHNOLOGY AND AFTER OCTOBER 1, 2017 FOR BIDS WITH WIND TECHNOLOGY.

1. TENDER RULES AND PURPOSE

This document, hereinafter the Tender Rules, corresponds to the document of the Free Competitive Tender Process referred to in Article 79 of the General Electricity Law, called for by the Company DELSUR, SA DE CV to contract supply to the following electricity distribution companies: **CAESS, S.A. de C.V., DELSUR, S.A. de C.V., AES CLESA y CIA., S. en C. de C.V., EEO, S.A. de C.V., DEUSEM, S.A. de C.V., B&D, S.A. de C.V. and EDESAL, S.A. de C.V.** hereinafter referred to as the Distributors, of 100 MW Power to be installed with wind and photovoltaic technology .For solar photovoltaic plants, start date for delivering supply will be due no later than October 1, 2016, and for wind projects, October 1, 2017¹. To obtain environmental permits a maximum period of 9 months will be granted from the date of signing the contract.

Allocation for Power by renewable technology to be installed is as follows:

Type of Renewable Technology	Blocks of Power Required
Block 1: Wind	40 MW
Block 2: Photovoltaic	60 MW
Total Power Required	100 MW

Annex 6 shows the energy percentages that will be assigned to each of the Distributing Companies.

This Free Competitive Tender Process, hereinafter referred to as the Tender Process, will be developed under these Tender Rules and in compliance with the laws in force in the Republic of El Salvador, the current regulations of the Wholesale Electricity Market of El Salvador, namely the General Electricity Law, the Regulations of the General Electricity Law, the Rules of Operation of the Transmission System and the Wholesale Market Based on Production Costs (ROBCP), Agreements issued by the Superintendence of Electricity and Telecommunications (SIGET), the recommendations of the National Energy Council (CNE) consistent with the guidelines of the current energy policy of El Salvador.

All companies interested in providing supply noted under these Tender Rules may participate as Bidders in this bidding, if meeting the requirements set forth herein.

¹ In case of need it, the Awarded Bidder may submit a request to the Distributor for extension of the date of commencement of supply, together with the evidence showing the causes of the delay, as specified in clause 5.4.1 of the Model Agreement.

2. DEFINITIONS AND ACRONYMS

2.1. DEFINITIONS

Act of God: means any event caused by nature, with an unpredictable character, or one that even being predictable is impossible to fight against. Its effects are such that they might prevent or delay the affected party's capacity to fulfill its obligations in a timely manner, by way of example, the following are cited, inter alia: epidemics that may endanger human life, earthquakes, landslides, displacement of soil or other materials, hurricane-like storms, floods, other serious adverse weather conditions or any other event or act, whether or not of the type aforementioned, that might occur in the area where the parties operate, provided that they directly and principally cause them to not timely comply with the obligations contained in this Agreement.

Active Power: is the active power of the Bidder built into the unit of time, measured in megawatt hours.

AES Group Companies: CAESS, AES CLESA, EEO and DEUSEM as a whole.

Bid Evaluation Committee (CEO): Group formed to evaluate the information submitted by Proponents, both in Envelope No.1-Qualification Documents, and in Envelope No.2-Economic Proposal, and it is integrated by a maximum of two (2) representative holders and two (2) Deputies from AES Group, two (2) representative holders and two (2) Deputies from DELSUR, one (1) representative holder and one (1) Deputy from B&D, one (1) representative holder and an (1) Deputy from EDESAL, and the Committee may be assisted by independent specialist experts, once they are properly identified and approved by SIGET, after a proposal from the distributor.

Bid Reception Committee (CRO): Group composed of representatives of the AES group companies, DELSUR, B&D, EDESAL and SIGET that will participate in the bid reception.

Bidder: It is the Legal Person or Partnership which, after having obtained the Tender Rules, participates in the process and may submit a bid. In the case of Partnerships, at least one member must have purchased the Bid.

Business Day: Means every day of the year, except Saturdays, Sundays, holidays or any other day which under the laws of the Republic of El Salvador and during the term of this contract should be declared a national public holiday by the Legislative Assembly of the Republic of El Salvador. In connection with all events calling for the participation of SIGET, holidays shall be any day determined as such by the Superintendent by means of an Agreement.

Commercial Operation: It is considered that a generating unit is in commercial operation from the moment it is able and available to start producing electricity for commercial purposes and such condition is declared by the Transactions Unit (UT) or the administrator of the relevant wholesale market.

Contracted Energy: Is the active energy measured in megawatt hour that the Successful Bidder delivers to retirement nodes of Distributor, according to the contract signed.

Contracted Energy Price: Price at which the Contract Associated Energy will be valued, expressed in United States dollars per Megawatt hour.

Distributor: Any of the following: CAESS, DELSUR, AES CLESA, EEO, DEUSEM, B&D and EDESAL individually.

Distributors: The companies CAESS, DELSUR, AES CLESA, EEO, DEUSEM, B&D and EDESAL as a whole.

EI Salvador: The Republic of El Salvador, in Central America.

Existing Generation: Existing generation shall include all plants producing electric energy installed in any of the countries of the Central American isthmus with commercially operating units on the date of submittal of bids.

Force Majeure: Any unpredictable man-made act, event or condition, or which, being predictable, is impossible to avoid. Its effects are such that they could prevent or delay the affected party's capacity to fulfill its obligations regarding time and form.

Generator: The entity holding one or more electricity production plants, which trades all or part of its production in the Wholesale Electricity Market (MME) in El Salvador or in a member country of the Regional Electricity Market;

Generator's Node: Node of the national interconnected system of El Salvador, where the generating units that will provide physical support to the Supply Contract entered into as a result of this Tender Process are physically connected. It is also the node where the generator is considered to inject its production into the National Electricity Market.

Minimum Contracted Energy: The minimum active power that the Proponent is committed to provide and is calculated based on a percentage of the average power available as indicated in the study measuring primary resource. The determination of the volume of Associated Energy will be determined considering the conditions in paragraph 21 of these rules.

New Generation: The term new generation, will be understood as those Plants and / or generation units that have not begun the commercial operation stage at the closing of registration of participants in this bidding process. The teams which would be part of the plant and / or unit shall be certified as new at the time of installation by the manufacturer of the equipment, which will be verified by the Distributors.

Parent Company: The Company or business creating others, holding the overall direction of the entire organization, and due to the fact that it has direct or indirect participation in its social capital, constitutes a financial group with them.

Parties: Refers either to the Distributor and / or the Successful Bidder signing a Supply Contract.

Partner or controlling shareholder: It is the partner or shareholder who owns 50% or more of the shares or stock of another corporation, or the one that may elect or appoint a majority of its directors or managers.

Partnership: Consortium, union or association of two or more legal entities where each maintains its legal individuality, whose purpose is to unite to participate in the bidding process and submit a single Bid.

Power Requirements: Consists of the nominal amount of Power megawatts to be installed, required by the Distributors in this process of free concurrency, which Successful Bidders undertake to install.

Qualified Bidder: Bidder that has met the requirements of the Tender Rules and has complied with all the information required and that, according to the performed evaluation is capable of technically, legally, financially and commercially meeting the required power to be installed and Associated Energy put to tender.

Strategic Partner: One partner providing expertise on the particular subject and / or experience in certain activities to the society, which at one point can bring significant benefit to the aims and objectives of the society.

Subsidiary and / or affiliate company: A company controlled by the bidding generating and / or trading company or its parent company by virtue of owning the majority of shares to do so,

“control” being understood as direct or indirect ownership through more than half of the shares with the right to vote, or more than half of its share capital.

Successful Bidder: The legal entity (company or partnership) to whom the Distributors award a supply contract for Power and Associated Energy as a result of the Tender Process.

Successful Bidders: Each of the Bidders whose submitted supply bids declared as successful bids in accordance with the conditions established in the Tender Rules.

Supply Contract: The legal instrument which sets forth the terms under which the energy will be supplied by the Successful Bidder on behalf of Distributors, as well as the price, payment manner and other technical, economic and legal conditions related to said supply.

Supply Period: It is the duration of the supply of Contract Power and Associated Energy supplied between the Successful Bidder and the Distributor in accordance with the share ratio set out in Annex 6.

Supply Point: Node of the national interconnected system of El Salvador in which the energy supply is required according to the conditions set out in these rules, specified by the name of the corresponding substation and voltage of the supply bar.

Supply Start Date: The date from which the Distributor requires the electrical supply to be provided by the Successful Bidder and therefore constitutes the date from which the supply of Energy Committed by the Successful Bidder becomes enforceable.

System’s Regulatory Market (MRS): The spot market used to keep short-term balance between supply and demand of electricity in the Wholesale Electricity Market in El Salvador.

Tender Rules: Are all the terms and conditions that make up this Tender document.

Trading Company: An entity that purchases electricity from other operators in order to resell, and for purposes of compliance with the power requirements requested in this tender, must have commercializing contracts and / or supply signed under the conditions required in the present procurement process with generating companies that make a commitment to develop generating projects with the required characteristics.

Year: Period of 12 consecutive calendar months. Year 1 begins on the date of commencement of the Supply Period. Subsequent years begin immediately after the end of the previous year.

2.2. **ACRONYMS**

AES CLESA: (AES CLESA and Company, Limited Partnership of Variable Capital (also known as AES CLESA and CIA., S. en C. de CV).

B&D: B&D Servicios Técnicos, S.A. de C.V. (Technical Services)

CAESS: Compañía de Alumbrado Eléctrico de San Salvador, Sociedad Anónima de Capital Variable (CAESS, S.A. de C.V.) (Electric Lighting Company of San Salvador)

CEAC: Contract Associated Energy Charge

CEO: Bid Evaluation Committee

CMO: Marginal Operating Cost of Wholesale Electricity Market in El Salvador.

CNE: National Energy Council

CPIU: US Consumer Price Index

CRO: Bid Reception Committee

C_{SIS}: System Charges

CTRA: Transmission Charges

DELSUR: Distribuidora de Electricidad Del Sur, Sociedad Anónima de Capital Variable (DELSUR, S.A. de C.V.)

DEUSEM: Distribuidora Eléctrica de Usulután, Sociedad Anónima de Capital Variable (DEUSEM, S.A. de C.V.)

DTE: Document of Economic Transactions

EACM: Contract Minimum Associated Energy

EACT: Total Contract Associated Energy

EDESAL: Empresa Distribuidora Eléctrica Salvadoreña, Sociedad Anónima de Capital Variable (EDESAL, S.A. de C.V.)

EEO: Empresa Eléctrica de Oriente, Sociedad Anónima de Capital Variable (EEO, S.A. de C.V.)

ETESAL: Empresa Transmisora de El Salvador

FISDL: Social Investment Fund for Local Development

FMO: Bid Bond

FR: Base Energy Price Reduction Factor

IPC: Consumer Price Index for El Salvador

IVA: VAT - Value Added Tax

MARN: Ministry of the Environment and Natural Resources

MME: Wholesale Electricity Market of El Salvador

MRS: System's Regulatory Market of El Salvador

PEC: Price of Contract Energy

PECO: Price of Bidded Contract Energy

PECT: Contract Energy Ceiling Price

PI: Power to be Installed

POA: Accepted Bidded Power

PO: Bidded Power

PRI: Required Power by the Distribution Companies

ROBCP: Operational Bylaws for the Transmission System and the Wholesale Market Based on Production Costs

SIGET: General Superintendence for Electricity and Telecommunications

USD or US\$: United States dollars

UT: Transactions Unit

3. OBJECT OF THE TENDER

The supply to be bidden involves the commitment of the Successful Bidders to install new projects with renewable non-conventional wind and solar generation technology, for a total of 100 MW of nominal power and deliver all of the energy produced by them to the Supply Points listed in Annex 2.

The Proponent who is awarded wholly or partly the supply tendered, is obliged to sign contracts with each of the bidding distribution companies, and shall undertake to install the power awarded and deliver during the Supply Period, the relevant Contracted Energy (EC [MWh]), determined as stated in these Tender Rules.

The total power required by the Distributor will be divided into two blocks (wind, photovoltaic), and distributed to each Distributor considering the percentages specified in Annex 6.

4. SALE OF RULES AND REGISTRATION OF PARTICIPANTS

The sale of the Tender Rules and the Registration of Bidders will be carried out in the period between 4 December 2013 and 14 February 2014.

In order to enroll participants, upon purchasing the bid, they must submit the form provided in Annex 5.1 of this document, duly completed and signed by its legal representative.

The purchase of the Tender Rules and subsequent Registration by any interested party does not imply any obligation by the said interested party, nor by the Distributor in connection with this Tender Process.

No late registration applications will be accepted after the period specified above.

4.1 BIDDER'S RESPONSIBILITY

For purposes of the Tender Process, the Bidder is solely responsible for collecting all the technical, legal, financial and commercial information or information of any other nature or source, necessary to determine the risks, contingencies and other circumstances that could, in any way, influence or affect the Bidder's Bid or, in the event that the Bidder's Financial Bid should be a winning bid, the Bidder's compliance with the obligations acquired by the award and the signing of the respective Supply Contracts.

Also, it shall be the sole responsibility of the Successful Bidder to obtain all permits, licenses, approvals, rights of way, designs, studies and funding, of whichever kind, needed for the procurement, importation, installation, interconnection, maintenance and technical and commercial entry into operation of the power plant, with the capacity in Megawatts (MW) and the non-conventional renewable technology that was awarded

The fact that a Bidder submits an offer implies his unreserved acceptance of the Tender Rules.

4.2 KNOWLEDGE AND OBSERVANCE OF EXISTING LEGISLATION

Both the Tender Process and the implementation of the Supply Contract shall be governed by the laws of the Republic of El Salvador. All Bidders and Distributors, undertake to comply with all provisions of the existing framework in the Wholesale Electricity Market of El Salvador.

All Bidders must learn and comply, where appropriate, with all laws applicable to the bid and the Supply Contract.

The parties agree at all times to: i) To accept that the dispatch of generation, management of the network and supply of the demand be made under the relevant provisions of the current Rules of Operation the Wholesale Electricity Market of El Salvador and their methodologies; ii) To operate and obey the instructions of the UT resulting from the Rules of Operation of the Transmission System and the Wholesale Market based on Production Costs (ROBCP) and their methodologies, or deputizing; iii) Accept that the contract management be carried out in accordance with the Rules of Operation of the Transmission and Wholesale Markets based on Production Costs in force and its methodologies or deputizing, with each party being responsible for the resulting charges and fees in the Wholesale Electricity Market of El Salvador.

The Contracting Parties, under the supervision of SIGET, shall be responsible for complying with all the provisions set out in this Tender Process and the respective contract.

4.3 CHANGES IN LAW

In case of changes in laws, regulations, rules, ordinances, agreements or any other regulatory body -including the creation of taxes or future tributes-, which are in force and which were issued by a government, municipal or legislative entity in the Republic of El Salvador as well as by a regional entity or organization that affect generation costs or other costs that the generator must assume due to the execution of contracts resulting from this contract (for changes to the law after the date of signature of this contract, the Seller shall report this to the distributor and to SIGET, incorporating the respective analysis and submitting the relevant documentation to support their argument).

In a period of 30 calendar days starting the day following receipt of the information described above, SIGET will comply with the request made by Seller when, according to the information collected, it determines the allocation of the costs referred to. This resolution shall include, where necessary, the approval of amendments to the conditions and price of energy in the supply contract, the adjustments to the electrical industry regulations within their competence required to ensure the implementation of the proposed solution, and the issuance of agreements to effect the transfer of the economic impact to the end user rate of the Distributor, among others.

Whereas SIGET had not issued its ruling, performing the contract should continue, provided that the effect of the change in the law is not the impossibility of performance. In the latter case, the Parties shall seek -as soon as possible- an alternative transient measure for compliance, which would have to be discussed and approved in advance by SIGET, which will oversee its development and the effects of it.

As far as possible, the Parties shall adjust the impact of changes to the law through a mechanism established in the respective Supply Contract.

5. COMMUNICATIONS

Distributor's communications to Bidders in connection with the bidding process shall be made via email to the addresses provided by participants registered in the registration form submitted at the time of purchasing the rules.

In addition to the above, a hard copy of all documentation sent by the Distributor, will be available to those registered at the Distributor's headquarters at the address specified below, therefore, no registered bidder can argue the failure to receive information via email, in case of any eventual complaint.

Delivery of physical documents required by the Distributor under this bidding process shall be done via national or international mail to the address given below. Personal delivery by the Bidder of the physical documentation at the address specified shall be understood as a valid means of delivery of such documentation.

Documentation shall be labeled as follows:

Competition: FREE COMPETITIVE TENDER PROCESS CALLED FOR BY DELSUR, S.A. de C.V. FOR THE SUPPLY OF 100 MW OF POWER TO BE INSTALLED AND ASSOCIATED ENERGY TO THE FOLLOWING DISTRIBUTION COMPANIES: CAESS, S.A. DE C.V., DELSUR, S.A. DE C.V., AES CLESA y CIA., S. EN C. DE C.V., EEO, S.A. DE C.V., DEUSEM, S.A. DE C.V., B&D, S.A. DE C.V. y EDESAL, S.A. DE C.V.

Attention: Ing. David Eduardo Perla

Telephone: (503) 2132-5403

Email: licitaciones@delsur.com.sv

Address: Edificio Corporativo de DELSUR, Final 17 Avenida Norte y Calle Nueva al Boquerón, Ciudad Merliot, Santa Tecla, La Libertad, El Salvador, Centro América.

6. BIDDERS

Based on the strategic guidelines defined in paragraph 4.1 of the National Energy Policy of El Salvador from 2010 to 2024, related to the diversification of the energy matrix and Promotion for Renewable Energy Sources, which sets as its goal the "Promote diversification of the national energy matrix, promoting and encouraging the use of Renewable Energy Sources, progressively reducing dependence on oil and its derivatives"² and based on specific guidelines of the Energy Policy, energy sources required in this tender are wind and photovoltaic plants that should be installed on the territory of El Salvador.

May participate as Bidders in this bidding process the following:

- a) **Individual Bidders:** all individual legal persons who, having acquired the Rules involved in the process by submitting its proposal and confirming that they have and feature a shareholding structure that allows through its strategic shareholders partners, strategic partners, partner or controlling shareholder, subsidiaries or affiliates, or through associated companies, affiliates, or related, which directly or indirectly meet the minimum equity required, and ensuring the supply new generation with wind or photovoltaic technologies to be installed within the territory of El Salvador, according to these Rules.
- b) **Joint Proponents or Partnerships:** all legal persons who, having acquired the Rules through Partnerships participate in the process by submitting their proposal and guaranteeing the supply with wind or photovoltaic generation to be installed in the territory of El Salvador, according to the these Rules.

² Please see the National Energy Policy at the following Link:

http://www.cne.gob.sv/index.php?option=com_content&view=article&id=153&Itemid=201

Partnerships must be formalized through a Public Deed where one of the members shall be designated as the “leading legal person”, who shall in turn select the Bidders Representative.

Legal persons acting through a Partnership shall undertake a joint obligation with respect to the compliance with all the requirements and obligations derived from the Tender Process, the Bid contents and all other pertinent standards.

The Bidder who is part of a partnership may not submit a bid individually or as part of another joint venture for the power block using the same technology. Failure to do so shall be grounds for rejection of all bids in which the bidder is involved.

7. BACKING THE SUPPLY.

In all cases, Proponents must install their own generation equipment or contract them with third parties, wind or photovoltaic technology as was awarded to them. During the contract period the Distributor may require the Successful Bidder an in place verification to verify compliance with the above condition.

Proponents must ensure that the generation units with which the contract will be supported are in commercial operation no later than the date of commencement of supply.

During the installation of new generation plants that will back up the Supply Contract, the Successful Bidder shall timely send to the Distributor the documents evidencing compliance with each of the commitments acquired in the Project event schedule submitted in Envelope No 1.

Also, starting on the date the contract was entered into up to the date of commencement of commercial operations, the Successful Bidder shall prepare a quarterly report summarizing Project development progress, including a detail of the project’s physical progress. It shall deliver such report to the Distributor with a copy to SIGET within 7 calendar days after the end of each quarter.

The generating can back up their offer with generation capacity electrically linked to the transportation network nodes of El Salvador from the Distribution Companies, provided that the operation of the backup generator complies with the legal, technical and trade requirements established for said generation units in accordance with their technology and the UT’s current Operations Regulations.

After installation of the generating units, Bidders must assume the operation and maintenance of power plants directly or through a third party with whom you have contracted the supply, so to ensure optimal performance of the same order to ensure the delivery of energy to distribution under suitable conditions and with minimal degradation, under the parameters set forth in Section 21 of these Tender Rules and Clause 5.2 of Annex 10 (Model Contract), otherwise the proposer must add committed power to maintain the installed power. In this case the power to be added should be of the same technology as the installed power committed in the contract

7.1 RESPONSIBILITY FOR INSTALLATION AND OPERATION OF GENERATING UNITS

As a result of this bid, the Proponent shall undertake the installation, commissioning and operation of generating units, directly or through a third party with whom he/she has contracted supply, wind or solar photovoltaic technologies with a capacity equal to the indicated in their financial proposal.

With respect to the construction and startup of the committed generating plant, the Successful Bidder agrees to comply with the conditions listed below.

7.1.1. COMMITMENT TO INSTALL GENERATION UNITS

The Successful Bidder agrees to install a generating plant with a total effective capacity equal to that indicated in their economic proposal, which shall not be less than 5 MW or more than 40 MW in the case of wind plants and 60 MW in case of solar photovoltaic plants.

In case of estimated delays in the construction process, for duly justified reasons, thereby placing the date of commencement of commercial operation of the generating units that will support the delivery to be delayed beyond the date of commencement of supply, the Successful Bidder shall inform in writing to the Distributor the need to extend the start of commercial operation, stating the reasons for this and attaching all relevant information. The Distributor shall consider the application and resolve in writing within a reasonable time, expressing its consent or objection duly substantiated.

Subsequently the Successful Bidder must request permission from the SIGET, adding to his written the document containing the response from the distributor. Prior to resolving, SIGET may request additional information from the parties.

If the new date requested for the entry into operation of the power plant is less than one year after the date of starting delivery, the authorization of the extension will be accompanied by a postponement of the starting date of the delivery of this contract. In no event will the Distributor approve an extension to the entry into operation of the generating units beyond 1 year.

If the start of commercial operation of the generating units would be displaced beyond the extension approved by the distributor, the Successful Bidder will have to compensate the Distributor, through the implementation of the guarantees provided by the Successful Bidder to the Distributor found to be in effect, in respect of economic loss caused by such breach.

The Successful Bidder shall comply with the primary and secondary reserve levels required by the Rules of Operation of the Transmission System and the Wholesale Market based on production costs and other provisions of the above mentioned regulation related to the addition of capacity to the generation system.

During the installation process of the power plants that will support the Supply Contract, the Successful Bidder shall submit quarterly to the Distributor, with a copy for SIGET, a project progress report based on the schedule outlined in the bidding process. In this case the Successful Bidder shall provide all the necessary logistics to the Distributor so that the project can be checked on-site.

The Proponent shall submit documentation evidencing compliance with his/her obligation under the program of events and, if the project does not comply with the date set in the program, present the guarantee complement described in this contract.

It will also be the sole responsibility of the Awarded Proponent, obtaining all permits, licenses, approvals, easements, designs, studies and funding, the kind they are, to be required in connection to the acquisition, importation, installation, interconnection, maintenance and technical and commercial entry in operation of Generating Units.

The proponent must undertake to ensure that the power plant to be installed has all the elements of safety, security, stability, quality, communication and control necessary to meet the quality and stability parameters required by ROBCP, in the Technical Standard for Electric Interconnection and Access of Final Users to the Transmission Network, and / or the quality standards of distribution systems.

In the event that the Proponent at any time chooses to install more power supply than the indicated on their offer, such additional power should not be part of the supply contract to be signed as a result of this tender. In this sense, the additional power must be installed so that its measurement, dispatch and control are performed independently of the power to be used as a backup in this tender. Therefore, the Proponent must deal with the UT different codes that identify units in support of the reference contract and the additional units. The Proponent may

install additional power related to this contract only for it to be reset capacity because of ability to compensate for degradation in the effective power generation equipment, which should be technically justified and approved by the distributor. In this case, the power to be added must be of the same technology of the installed capacity committed in the contract.

7.1.2 RELEASE OF LIABILITY ASSOCIATED WITH THE CONSTRUCTION

The Distributor will not be liable for any damages, harm or compensation related to or resulting from any accident or injury suffered by a worker or other person employed by the Awarded Proponent, forcing the latter to indemnify the Distributor for all damages, compensation and / or any claims, demands, costs, charges and expenses inherent in the process of construction and commissioning of new committed facilities.

8 ENVIRONMENTAL CONSIDERATIONS.

In this area, the Bidder shall comply, among other things, with the environmental regulations and work in coordination with the Ministry of Environment and Natural Resources (MARN) and / or those state institutions or related to or affected by the development of the Project.

Before start of the site preparation and construction stages, the Successful Bidder shall obtain the Environmental Permit according to the procedures set out in the Environment Law.

Applicable Salvadoran law, inter alia, includes the following:

- Environment Law and its General Bylaws
- Law of Natural Protected Areas
- Forestry Law
- Law of conservation of Wildlife
- Special Regulations on Integrated Management of Solid Waste
- Special Regulation on Environmental Quality Standards
- Salvadoran Mandatory Standard NSO 13.11.01:01 Air Quality, Atmospheric Emissions (Agreement No- 524, - Official Journal, Volume 360, dated 26/08/03)
- Categorization of Activities, Construction and Projects for Renewable Energy Projects, Executive Agreement No.33 DO 105, June 2012
- Type reference terms for the development of Environmental Impact Studies
- United Nations Framework Convention on Climate Change (ratified on 10.08.1995 OJ No 157 Volume 328, dated 28.08.1995)
- Kyoto Protocol to the UN Framework Convention on Climate Change (ratified on 17/09/98 Official Journal No.192 Volume 341, dated 15/10/98)

The environmental guidelines required by the MARN for projects generating electricity by harnessing solar and wind resources are detailed next:

- The project must be outside protected areas, mangrove swamps, reefs, buffer zones, and aquifer recharge areas.
- The installation of projects that harness the solar resource can not be installed in areas whose current use are forest; preferably, the installation should be oriented towards idle land for the revaluation of these areas and for zones with larger solar radiation.

On the website of the bidding distribution companies will be available to offerers the following information:

- Map of restriction areas.
- Stages of the environmental impact evaluation

- Related National Environmental Legislation

9. INFORMATION REGARDING INSTALLATION CONDITIONS FOR GENERATING UNITS WITHIN THE TERRITORY OF EL SALVADOR

9.1 INCENTIVES

9.1.1 IMPORT AND ENTRY OF GOODS

For the sole purpose of information interested parties, below are some statutory provisions relating to the import and entry of goods:

According to Paragraph 11 of Article 2 of the Regulations of the VAT Law, Final Importation means:

10. The legal introduction of goods and the utilization of services from abroad for use or consumption within the national customs territory, subject to completion of all customs formalities and other measures, which are necessary for such goods to be in free circulation or for such services to comply with the conditions or requirements for use.

11. Paragraph h of section 45 of the Act on Tax on the Transfer of Personal Property and Provision of Services (VAT Act)

12. "Article 45.- Imports of the following goods for internal final use shall be exempt from tax:

.....

13. h) Machinery imported by passive subjects duly entered in the Register of Taxpayers intended to form part of their fixed assets and to be used directly in the production of goods and services not covered by articles 44 and 46 or those exempted under article 174 of this Act. 174 of this law.

14. To be eligible for this exemption, taxpayers must register the specific goods to be imported in a register kept by the Directorate General at least 30 days before the date of import.

15. The Directorate General shall establish the requirements, documents and procedures required to register the goods.

16. The price at which the imported goods shall be registered shall be the international price in force on the date of final importation, which shall be subject to audit.

....."

17. Article 35 of the Law on Income Tax, establishes the classification of machinery as follows:

18. "Article 35.- ... machinery shall be understood to mean any apparatus or assembly of parts used for making products or producing certain effects; i.e. stone crushers, excavators, lathes used in mechanical and casting processes, and the like."

To make effective the exemption under Article 45, the importer must meet the following requirements:

- Request Form F-16-22 from the Exempt Taxpayer and Machinery Registration Section, at the Taxpayers' Service Center (former Bolerama Jardín), adjacent to the Tres Torres Building, San Salvador.

- Submit a letter to the Director General of Internal Revenue, extensively describing the production process for which the machinery will be used.
- Provide the name of the Plant.
- Description of the conversion process carried out by the machinery that will be imported using this mechanism.
- Picture of machinery to be imported for illustration purposes. Detail parts with labels and definitions, assigning continuous numbering to all parts.
- You may inquire about this process at the Legal Studies and Transfers Section.
- According to the Customs Simplification Act, the bidder can hire a national customs broker to draft the letter.
- Submit the form and the letter 30 days prior to importation
- The machinery to be imported will be used solely to produce taxed goods and services and to encourage industrial reconversion

9.1.2 LAW ON TAX INCENTIVES FOR RENEWABLE ENERGY DEVELOPMENT IN ELECTRICITY GENERATION

Below is Article 3 of the Law on Tax Incentives for Renewable Energy Development in Electricity Generation, which describes the benefits intended for renewable energy projects.

“.....

Art. 3.- The natural or legal persons who, from the enactment of this Law, are holders of new investments in new projects to install electricity-generating power plants using renewable energy sources, as Established in Art. 1 of this Law, shall enjoy the following benefits and tax incentives:

- a) *During the first ten years, they shall enjoy exemption from payment of duties on imports of machinery, equipment, materials and inputs used exclusively for pre-investment and investment activities in the construction of the works of the electricity-generating power plants, including the construction of subtransmission lines needed to carry power from the power plant to the transmission and / or distribution grid.*

The exemption from payment of customs duties referred to in the preceding paragraph will be applied to projects of up to 20 megawatts (MW) and shall be requested from the Finance Ministry 15 days before importation of machinery, equipment, materials and inputs needed and intended solely to develop renewable energy projects in accordance with the project documentation endorsed by the certificate issued by the General Superintendence of Electricity and Telecommunications (SIGET)

- b) *Exemption from income tax for a period of five (5) years for projects between 10 and 20 megawatts (MW) and ten (10) years in the case of projects under 10 megawatts (MW); in both cases, from the start of commercial operations of the Project corresponding to the fiscal year in which it starts to earn revenue.*
- c) *Full exemption from payment of all taxes on income from the direct sale directly of “Certified Emission Reductions” (CERs) under the Clean Development Mechanism (CDM) or similar carbon markets, obtained by qualified project beneficiaries under this Law*

To enjoy the benefits referred to in the preceding subparagraph, the beneficiary shall meet the following conditions:

- Projects must be properly registered and certified in accordance with the modalities and procedures of the Clean Development Mechanism (CDM) under the Kyoto Protocol.*
- Holders of qualified projects under this Law must include in their income tax statement a detail of CERs issued and the income from sales proceeds, specifying the names of purchasers.*
- Submit a copy of the Emission Reductions Purchase Agreement (ERPA) setting forth the amount of such reductions sold and the sale price.*

- iv. *Submit evidence by the Ministry of Environment and Natural Resources on the amount of CERs issued.*

Projects of over 20 megawatts (MW) may deduct from the income tax all costs or expenses necessary for research, exploration and development of power generation projects based on renewable sources of energy and full geothermal reinjection projects, for a maximum period of ten years. For deduction of these expenses, prior technical review and opinion of SIGET will be required concerning: i) evidence of expenditure and ii) whether the expenses are attributable to research, exploration and project development activities. Moreover, the favorable qualification of the Directorate General of Internal Revenue shall be required. The deduction may not exceed 20% of gross revenues in the previous year and will take place through annual installments not exceeding 25% of the income earned in each fiscal year, until fully amortized.

For purposes of deduction of relevant tax credits contained in Art. 65 of the VAT Act, regarding projects for the installation of electricity-generating power plants using renewable energy sources, the deduction referred to that rule can be made in the case of pre-investment and investment activities in connection with the construction of the works required for the electricity generation process of, including those made to real property, either permanent or fixture-type installations.

The tax benefits granted in this Article shall be granted only to activities under projects for the installation of electricity-generating power plants benefitting from this Law.

.....”

10. QUERIES REGARDING THE TENDER RULES AND RESPONSE BY THE DISTRIBUTOR

If a Bidder needs to make comments or require clarification regarding the Tender Rules, has doubts as to the interpretation of the contract documents or rules, finds contradictions, discrepancies or omissions in them, he shall notify this in writing in a Word document using the format provided in Annex 5.5, and address it to DELSUR via email at licitaciones@delsur.com.sv, who shall receive such requests for clarification and inquiries between 4 December 2013 and 21 February 2014. If any of the inquiries does not comply with the provisions of this paragraph in terms of timeliness, delivery format or medium, the Distributor will not guarantee that the inquiry will be answered.

As of January 2014, the Distributor shall notify the responses to the queries made by the bidders on a monthly basis in accordance with the following schedule:

Month	Response to Inquiries	Date sent to SIGET answers proposed by the Distribution Companies	Date participants will be notified of response
December 2013	Those received between 4/Dec/13 and el 30/Dec/13	10-Jan-14	20-Jan-14
January 2014	Those received between 2/Jan/14 and el 31/Jan/14	10-Feb-14	18-Feb-14
February 2014	Those received between 3/Feb/14 and el 21/Feb/14	03-Mar-14	11-Mar-14

The above schedule also contains the date on which, at the latest, the distributor shall send its response proposals to SIGET for review and approval.

Only Bidders who have purchased the Tender Rules can make inquiries and/or observations.

In order to clarify the concepts established in the Tender Rules and to directly answer to the inquiries made by interested parties, the Distribution Company shall conduct one information meeting in which it shall notify the place of the event with at least three business days advance notice prior to each information meeting.

The information provided in the information meetings shall not be binding, and only clarifications and addenda approved by SIGET and sent out officially to all participants shall be valid for bid preparation purposes.

If a Bidder does not submit any observations, clarification requests, doubts, contradictions, discrepancies or omissions, it shall be understood that when submitting its Financial Bid, it should do so keeping in mind the most favorable condition for the Distribution Company. Qualified Bidders shall not be allowed to take advantage of any error or omission in the Tender Rules in detriment of the Distribution Company, and no additional payments nor time extensions of any time shall be granted on these grounds.

Any additional information or clarification, modification to the Tender Rules prepared by the Distribution Company at its own initiative, if deems pertinent or as the result of the observations and inquiries received must be approved by SIGET, before their official communication.

Once approved by SIGET, the communication referred to in the previous paragraph shall be timely notified by the Distribution Company via email to all Bidders participating in the Tender Process in order to ensure transparency and equality of information. These background information shall be sent to the addresses specified in the registration form.

In any case, SIGET may approve modifications to the Tender Rules, which includes the possibility of changes to its calendar or any other relevant aspect.

11. TENDER SCHEDULE

The tender calendar is shown below:

Id	Task	Term	Start	End
1	Tender Schedule	164 days	mon 09/30/13	fri 05/30/14
2	Preliminary publication of Tender Rules	20 days	mon 09/30/13	mon 10/28/13
3	Preliminary publication of Tender Rules	15 days	mon 09/30/13	mon 10/21/13
4	Adaptation of tender rules by the Distributor	5 days	tue 10/22/13	mon 10/28/13
5	Submittal of tender rules to SIGET's approval	1 day	tue 10/29/13	tue 10/29/13
6	Approval of tender rules by SIGET	25 days	wed 10/30/13	tue 12/03/13
7	Analysis by SIGET and forwarding of observations to Distributors	19 days	wed 10/30/13	mon 11/25/13
8	Adaptation of tender rules by the Distributor	3 days	tue 11/26/13	thu 11/28/13
9	Final review and approval of tender rules by SIGET	3 days	fri 11/29/13	tue 12/03/13
10	Tender Process	85 days	wed 12/04/13	mon 04/07/14
11	Call for Tenders	5 days	wed 12/04/13	tue 12/10/13
12	Sale of Tender Rules and Registration of Participants	49 days	wed 12/04/13	fri 02/14/14
13	Information meeting with potential bidders	1 day	wed 01/15/14	wed 01/15/14
14	Start of period of queries by bidders	1 day	wed 12/04/13	wed 12/04/13
15	End of period of queries by bidders	1 day	fri 02/21/14	fri 02/21/14
16	Reception of Envelope No. 1 - Qualifying Documents and Envelope No. 2 - Financial Bid	1 day	mon 04/07/14	mon 04/07/14
17	Evaluation and qualifying of bidders	15 days	tue 04/08/14	tue 05/06/14
18	Evaluation of Qualifying Documents	9 days	tue 04/08/14	fri 04/25/14
19	Submittal of Bidder Qualification Report to SIGET	1 day	mon 04/28/14	mon 04/28/14
20	Approval of Qualified Bidders by SIGET	4 days	tue 04/29/14	mon 05/05/14
21	Last day for reporting results of Qualified Bidders	1 day	tue 05/06/14	tue 05/06/14
22	Evaluation of Financial Bids	11 days	wed 05/07/14	wed 05/21/14
23	Opening of Financial Bids	1 day	wed 05/07/14	wed 05/07/14
24	Evaluation of financial bids by Distributors' Committee	5 days	thu 05/08/14	wed 05/14/14
25	Approval of evaluation by SIGET	4 days	thu 05/15/14	tue 05/20/14
26	Notification of results to bidders	1 day	wed 05/21/14	wed 05/21/14
27	Publication of tender awards	3 days	thu 05/22/14	mon 05/26/14
28	Signing of Contract	4 days	tue 05/27/14	fri 05/30/14

Note:

The following are non-business days:

2 November; 23, 24, 25, 30 and 31 December 2013; 1 January; 14, 15, 16, 17 and 18 April; 1 and 10 May 2014.

12. SUBMITTAL OF QUALIFYING DOCUMENTS AND FINANCIAL BID

Qualifying documents - Envelope No. 1 - and Financial Bid - Envelope No. 2 -, shall be delivered between 09:00 am and 10:00 am on April 7, 2014 at the place designated for that

purpose. Participants will be informed of this place during the five (5) business days prior to the date of delivery of bids.

At least two members of the Bid Reception Committee must be present at the bid reception table.

A representative of SIGET shall be part of the Bid Reception Committee.

After completion of the time for the reception of bids, the representative of SIGET will announce the provisions relating to the treatment of the Ceiling Price of Contract Energy for each (PECT). Next up, minutes shall be drawn up detailing the bids received, verification of delivery of the envelopes No. 1 and No. 2, the time of receipt of each bid and rejected bids, if any.

The bid reception shall be attended by a representative of the bank, security deposit or custodial depository institution previously determined by the Distributor, with approval of SIGET; once the bid reception is complete, all financial bids will be delivered to such representative so that the designated institution may safeguard them until the opening of financial bids.

- **ENVELOPE No. 1: BIDDER'S BACKGROUND.**

Interested companies shall submit, in physical form, Qualification Documents in a sealed envelope (hereinafter Envelope No 1 - Qualification Documents) containing the technical, legal, financial and commercial information as detailed in Annex 3 of the Bidding Terms. Such envelope will be identified with the following legend:

<p style="text-align: center;">FREE COMPETITIVE BIDDING PROCESS CALLED FOR BY DELSUR S.A. DE C.V., FOR THE SUPPLY OF 100 MW OF POWER TO BE INSTALLED AND ASSOCIATED ENERGY</p> <p style="text-align: center;">COMPETITION N° DELSUR-CLP-RNV-001-2013</p> <p style="text-align: center;">ENVELOPE No. 1 – QUALIFYING DOCUMENTS</p> <p>Name of Bidder: _____</p> <p>Bid category bidder is participating in: _____</p> <p>San Salvador, _____ (DATE) _____.</p>

- **ENVELOPE No. 2: FINANCIAL BID.**

Additionally, Bidders must submit their Financial Bid in a sealed envelope (hereinafter Envelope No. 2 - Financial Bid), containing the "Unique Financial Bid Form," according to Annex 4.1, the Affidavit of Competency, established in Annex 4.2.

FREE COMPETITIVE TENDER PROCESS CALLED FOR BY DELSUR S.A. DE C.V., FOR THE SUPPLY OF 100 MW OF POWER TO BE INSTALLED AND ASSOCIATED ENERGY

COMPETITION N° DELSUR-CLP-RNV-001-2013

ENVELOPE No. 2 - FINANCIAL BID

Name of Bidder: _____

San Salvador, _____ (DATE) _____.

13. FORMALITIES REQUIRED FOR DOCUMENT SUBMITTAL.

All the documents submitted by Bidders as part of the Tender Process shall comply with the following formalities:

- a) Any documents and information submitted by Bidders by virtue of this Tender Process shall be written in Spanish. The Bidder may introduce information and/or documents in another language, provided that they are duly translated into Spanish, through notary public proceedings for Voluntary Jurisdiction. Exception to the above will be technical documents such as manuals, articles, etc., contributing to enriching the technical support of equipment and systems offered.
- b) Any document issued abroad must be duly apostilled or authenticated by the nearest El Salvador consulate and by the Ministry of Foreign Affairs of El Salvador, as the case may be, without prejudice to complying with the formalities established in subparagraph (a) of this section.
- c) Any document whose signature was legalized or authenticated by a public notary abroad, shall be duly apostilled or authenticated by the nearest El Salvador consulate and by the Ministry of Foreign Affairs of El Salvador, as the case may be, without prejudice to complying also with the formalities established in subparagraph (a) of this section.
- d) In case that a document cannot be submitted in its original form, it must be submitted via a copy certified by a notary.
- e) The documentation detailed in Annex 3 must be filed in one (1) original, four (4) physical copies and four (4) digital copy of all the information.

14. EVALUATION OF QUALIFYING DOCUMENTS.

Within this Tender Process, only those documents submitted by Bidders who purchased the Tender Rules and registered themselves as indicated will be evaluated.

The information submitted by Bidders inside “**Envelope No. 1 - Qualifying Documents**” will be reviewed by the Bid Evaluation Committee (CEO).

The CEO will conduct the evaluation of the information supplied by the Bidders, according to the following parameters and evaluation criteria:

- **Legal requirements:**

Compliance with all legal requirements set out in Annex 3 of the Tender Rules will be verified. The bid may be disqualified in the event that, being requested by the CEO to remedy a fault in the documentation, the Bidder failed to submit the documentation in the time and manner required.

- **Financial requirements:**

Patrimony:

The Bidder shall have available directly or indirectly or through any of the strategic partners or shareholders, controlling partners or shareholders, or through related companies, subsidiaries or affiliates, a minimum capital of TWO HUNDRED FIFTY THOUSAND DOLLARS (U.S. \$ 250,000.00), for each MW of Power to be installed, and to be included in its bids, which should be reflected in the Financial Statements of the last three years preceding the submittal of bids.

Based on the above analysis, the CEO shall determine the maximum amount power that can be awarded to the Bidder.

- **Technical requirements:**

According to the provisions in Annex 7, in this area the following criteria will be assessed:

- Experience in development of power generation projects, directly or through a third party with which he has contracted supply.
- Experience in operation of power generation projects, directly or through a third party with which he has contracted supply.
- Interconnection with the transmission or distribution system.
- Technical specifications of the power plant. General view of power plant's (layout) distribution of elements such as: a) Photovoltaic Plants: solar panels, inverters and wiring, and b) wind: Turbines (generator, towers, blades, speed control equipment, etc., and wiring.
- Availability study of primary resource.
- Transport of wind turbines to the project place, technical characteristics of civil engineering works and adaptation of roads, if necessary (in the case of wind farms).
- Control mechanisms for input and output to the power grid in actual operation, mitigation of disturbances and transient distortions.

The Technical and Financial Evaluation Methodology is contained in Annex 7 of the Terms of this Tender. Each of the above criteria has been assigned a weight for the technical criteria, in order to qualify their level of compliance. If one of the proposals does not receive the minimum weight, as detailed in Annex 7, it will not be considered at the opening of the financial bids and therefore the proposal will be returned unopened.

Within the period allotted for the evaluation process, the CEO may convene Bidders who have submitted their bids to a separate meeting, in order that they may present information about their generation project, as well as any other pertinent information.

The CEO may request any Bidder to provide clarification or additional documentation on the information provided, to correct errors, omissions or requirements pending completion,

including missing documents required and / or unfulfilled conditions. Only those responses motivated by a request made by the CEO shall be considered. Requests for clarification and response shall be made in writing via email at licitaciones@delsur.com.sv and / or through physical delivery at the address provided in Section 5.

In all cases, the economic evaluation will only consider the offers of Bidders who have reached the category of Qualified for having satisfied prior technical, administrative, legal, financial, trade and environmental requirements required by the Tender Rules.

Evaluation by the CEO will be forwarded to SIGET for approval no later than 28 April 2014 indicating the criteria used to define compliance with the requirements of these Tender Rules. Notice to bidders of the results of this background check stage will be made no later than 6 May 2014.

15. OPENING OF FINANCIAL BIDS

Opening of Financial Bids - Envelope No. 2 submitted by qualified Bidders shall be carried out at 09:15 hours on 7 May 2014 at the place designated for that purpose. Such place shall be notified to bidders with ten (10) business days prior to its taking place.

The opening may be attended by a maximum of five (5) representatives from each of the Bidders who submitted bids, properly identified with their DUI, Resident Card or passport, who shall submit a letter signed by the Contact Authorized in the Tender Process designating them as representatives at the opening.

At this event, only those Financial Bids will be opened that were submitted by Bidders who, after review of the documentation submitted in Envelope No 1 - Qualifying Documents, were deemed qualified to participate in the subsequent stages of the process. At this same event, sealed envelopes with financial bids submitted by Bidders disqualified from the process will be returned unopened. Delivery of such envelopes will be made to a representative of the Bidder attending the opening. In case no representative of the Bidder should be in attendance, the envelope will be delivered to the representative of the SIGET so that this institution may determine the appropriate course of action.

The Bid Reception Committee (CRO) that was organized for this purpose, shall write a writ detailing at least the following information:

- Non-qualifying Bidders
- Details of prices and power volumes contained in each of the bids from qualified Bidders.
- Any other facts deemed relevant by the CRO to be entered in the minutes.

A copy of the minutes shall be delivered to each one of the Bidders in attendance at the opening of bids.

The treatment to be given to the Ceiling Price of Contract Energy shall be in accordance with the provisions issued by SIGET.

16. BID VALIDITY

Financial Bids received shall be valid for 120 calendar days from the date of receipt. Upon the termination of this period, the Bid received shall be understood as automatically expired, unless the Distribution Company requests for an extension of time and that the respective bidder agrees to this.

17. WARRANTY MAINTENANCE OF BID

Registered participants must submit a Warranty Maintenance of Bid through the issuance of a bond granted by a national bank or insurance company authorized by the financial system regulator in El Salvador, which shall be valid for 150 calendar days.

The amount of the Deposit for Maintenance Bid (FMO) will be determined according to the following equation:

$$FMO[USD] = PC[MW] \times 10,000$$

where:

FMO: Deposit corresponding to the Deposit for Maintenance Bid.

PC: Power to be installed offered by the Proponent.

This warranty will be returned to non-successful Bidders at the address indicated in Section 5 within 30 calendar days after the date of award; and to Successful Bidders 30 calendar days after the signing of the supply contract.

18. NULL AND VOID TENDER

The bidding may be declared desert, with the approval of SIGET, in the following cases:

1. For not receiving any offers;
2. Because none of the Proponents complied with all the requirements of the Bidding;
3. If it is not possible to award any offer after applying the Provisions Relating to the Treatment of Contracted Energy ceiling price.

19. TENDER AWARD NOTICE

The tender award shall be announced in two main national newspapers, as well as through electronic means, as appropriate, no later than four (4) business days counted from the date of SIGET's award approval.

20. SUPPLY CONTRACT

The Successful Bidder shall formalize the commitments conferred by the award of this tender through the signing of the corresponding Supply Contracts, a general model of which is contained in Annex 10 and is an integral part of these Tender Rules.

The Supply Contract establishes the obligations and rights of the Successful Bidder and the Distributing Company with regards to the contracted supply.

All the commercial conditions to be contained in the Supply Contract are specified in the Model Contract included as Annex 10 to the Tender Rules.

The Supply Contract can be fully or partially transferred to other institutions under the conditions established in section 12 of the supply contract.

All the information in the Economic Bid of the Successful Bidder shall become an integral part of the Supply Contract.

The Supply Contract shall be public. The Distribution Companies shall register in SIGET's Register. This registration shall take place three (3) business days after subscription.

If the Tender were awarded fully or partially to a Partnership, prior the signing of the supply contract the Partnership shall constitute a trading company in El Salvador with a line of business including, among other things, the generation of electricity, and should register itself in the Register of Electricity and Telecommunications attached to SIGET. The leading person of said partnership shall have a share of at least thirty per cent (30%) within the newly constituted partnership.

In addition, the above-mentioned supply contract must certify that the legal persons participating in the partnership that was awarded the Tender, shall become joint and several debtors on behalf of the Distribution Company, for all obligations contracted by the Legal person signing the Contract.

21. CONTRACTED ENERGY AND MINIMUM ENERGY CONTRACTED

The amount of contracted energy corresponds to the total energy injected by the plant placed at the distributors' retirement points.

Notwithstanding the foregoing, each of the Successful Bidders must establish, for each year of the supply contract, minimum volume of energy delivered, which will be calculated based on a percentage of the average available energy indicated in the study of resource measurement for the plant. The Minimum Contracted Energy (ECM) proposed by each of the Successful Bidders will be set annually, according to the following formula:

$$ECM_a \text{ [MWh]} = EPDA \text{ [MWh]} \times h \times (100\% - D \times A)$$

where:

- a: Each year of Supply Period
- ECM: Minimum Annual Contracted Energy
- EPDA: Average Annual Energy measured in MWh, obtained from the measurement study of the primary resource of generation (solar radiation for photovoltaic plants and wind speed for wind plants) and sized based on the rated capacity of the project
- h: Percent clearance for the calculation of the minimum contracted energy caused by the randomness of the resource. This will be established by the Proponent based on the availability study of the primary resource for generation.
- D: Degradation efficiency of generating machines that will support the project. This will be determined by the Proponent based on the particular characteristics guaranteed by the manufacturer of the equipment.
- A: Number 1 to 20 representing the supply year of contract.

22. SUPPLY POINTS

The supply points of Contract Associated Energy contracted with the Successful Bidder shall be specified in Annex 2.

23. COMMITMENTS BY THE PARTIES

23.1 SUCCESSFUL BIDDER'S OBLIGATIONS

The obligations of the Successful Bidder in relation with supply contract are:

1. Installing a generation project , directly or through a third party with whom he/she has contracted the supply , based on the size and type of resource indicated in its financial proposal which is to begin commercial operation no later than October 1, 2016 for photovoltaic plant and October 1, 2017 for wind plant .
2. Sell and deliver to the Distributor the amounts of total energy generated by the power plant which will support the contract.
3. Demonstrate compliance with the commitments made in the project's program of events presented in envelope N° 1.
4. Operate and maintain the offered power plant so that the optimum operating conditions, efficiency and service life are maintained, in accordance with the parameters guaranteed by the manufacturer for each device.
5. Sell the associated contracted energy at the price conditions indicated in its financial proposal.

23.2 DISTRIBUTOR'S OBLIGATIONS

The obligations of the Distribution Company regarding Contract Power and Contract Associated Energy are as follows:

1. Buy the total amount of injected energy even when not required to cover their actual demand for each hour.
2. Pay the respective invoice for the total of Associated Injected Energy.

23.3 COMMERCIAL MEASURING

The Parties commit to comply with the obligations to install and maintain the commercial measuring systems resulting from the regulations in force at the Wholesale Electricity Market of El Salvador and/or the Regional Electric Market.

24. FINANCIAL BID

Each Proponent shall submit only one economic bid for each power plant, which will compete for the supply of the block that applies to them according to the technology of generation of the two power blocks defined in Annex 6. Such offer must be submitted in accordance with the format set out in Annex 4. The Proponent shall indicate in his bid the value of power to be installed in his power plant which must match the value of Offered Power (PO). The value of the PO cannot be less than 5 MW nor greater than the total amount defined for the block of corresponding technology.

The Proponent shall note that the offers submitted will be considered in the evaluation process of the block that applies to him according to the technology (wind or solar). The Award Mechanism is designed in such a way that prioritizes the cheapest deals to be assigned to the corresponding block.

The generator that presents their offer, is committed to supply the energy generated, taking into account that the power will be supplied to each of the Distributors according to the percentages set out in Annex 6 of these rules.

The Price of Contracted Associated Energy Offered is without VAT (Value AddedTax), which will be added at the time of issuing the invoice of the service provided.

24.1 EQUAL BIDS

The Bidder shall indicate in its financial bid a single value for the reduction factor (FR) of the Premium-associated component that will be used during the bid evaluation process only in the event that as a result of such process, there are two or more sets of bids with the same total supply cost (Z [USD / h]) of the Distributors resulting from this tender and provided the cost of supply is minimal. In paragraph 28: Awarding Mechanism, the procedure for cases of equality is explained.

The FR must be a number of up to three decimals less than or equal to 1.000 and greater than or equal to 0.000. If FR is equal to 1.000 it shall be indicative that the Bidder does not accept a reduction to the Price of Bidded Contract Associated Energy in its Financial Bid during the bid evaluation process.

24.2 CEILING PRICE

This bid is subject to a Contract Energy Ceiling Price (PECT) for Contract Associated Energy as established for such purposes by SIGET.

The PECT will be determined considering the development cost of efficient generating units.

Under the legislation in force, the value of the PECT will be entered in the Register of Electricity and Communications attached to SIGET, which shall be confidential until its disclosure in accordance with the provisions to that effect issued by the Superintendent.

In this regard, the following procedure is established:

CONFIDENTIALITY PROCEDURE

The agreement containing the value of the Base Price the Energy Ceiling shall be registered in the Register of Electricity and Telecommunications attached to SIGET, in order to give it confidential status.

In the application form the Registrar shall record the confidential nature of the agreement until the time of disclosure.

After a review of the calculation procedure and the basis, parameters and criteria adopted for determining the Ceiling Base Price of Energy by SIGET, the chain of custody of this value shall be reflected in the corresponding agreement.

SIGET's Registrar will register such agreement and, to ensure its confidentiality, deposit it in the safe box of SIGET.

25. INDEXING OF PRICES

25.1 ENERGY PRICE

The cost of the Contracted Energy (PEC) will be indexed once a year in the month of the anniversary of the Supply Period, using the formula shown below:

$$PEC_{(m)} = PEC_{(i)} \times FR \times \left[0.7x \frac{CPIU_{(a)}}{CPIU_{(0)}} + 0.3 \right]$$

where:

- a: Each year of Supply Period
- m: Each calendar month of Supply Period.
- FR: Reduction Factor for prices of offered energy. Not be a situation of equality, the FR of all Proponents will equal 1.000
- PEC (m): Contracted Energy price for the month "m" to which the Associated Contracted Energy will be billed.
- PEC (i) Price of Contracted Energy indicated by the Successful Bidder in its financial proposal, in USD / MWh.
- CPIU (a): Consumer Price Index of the United States of America (Consumer Price Index for All Urban Consumers) for the second month prior to the anniversary month of the contract.
- CPIU (0): Consumer Price Index of the United States of America (Consumer Price Index for All Urban Consumers) for the month of January 2014. This value will be reported to registered participants within 20 working days before the submission of tenders.

The Price of Energy Contracted for a given month “m” of the Period under Contract resulting from the application of the formula above will be approximated to the second decimal place.

The PEC(m) so determined does not include VAT (IVA), which shall be added at the time of issuing the invoice for the service.

25.2 INDEXING INDICATOR:

- o US Consumer Price Index (CPIU):

U.S. Department Of Labor, Bureau of Labor Statistics, Washington, D.C. 20212, Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, All items
<ftp://ftp.bls.gov/pub/special.requests/cpi/cpiiai.txt>

26. BILLING

26.1 FEES CHARGED BY THE SUCCESSFUL BIDDER

Within three (3) business days following delivery of the DTE by the UT, corresponding to the month of delivery of the contracted delivery, the Successful Bidder will bill the distributor the amounts resulting for that month based on the following formula:

$$MC_{n,m,a}[USD] = ETC_{n,m,a}[MWh] \times PEC_a[USD/MWh]$$

where:

a:	Each year of Supply Period
m:	Each calendar months of year "a"
n:	each of the distributor's nodes
MC _{n,m,a} :	Billing Amounts in the contract for Contracted Energy corresponding to month "m" of year "a"
ETC _{n, m, to} :	Total Energy Injected associated with the contract for node "n", month "m" of year "a", minus transmission system losses. This data will be provided by the UT.
PEC _a :	Price of Contracted Energy for year "a".

The Contract Amount Billing indicated in the above formula will be divided among the 7 bidding distributors based on the percentage of participation indicated in Annex 6.

The Successful Bidder shall submit Annexed to their monthly bill a report detailing the PEC_m along with the values that allow its determination in accordance with the Indexing formula specified in paragraph 25.1 of the Rules.

The UT will allocate a firm contracted capacity to each of the signed contracts by the Distributors based on the total firm capacity of the available generating units and applying the participation percentage of Annex 06 to the sole purpose of achieving the balance of firm capacity of the wholesale market, which will not result in any payment obligation by the Distributor to the Awarded Proponent, given that the latter had to include all costs in the price of the Contracted Energy Offered.

26.2 MECHANISM FOR DEFERRED PAYMENT OF THE SUPPLY BILL (PD)

26.2.1 CALCULATING THE AMOUNT OF DEFERRED PAYMENT (PD)

At the end of each month, the amount of the deferred payment mechanism of the invoice considered by the Distributor at the time of making the payment related to the Power and its Associated Energy of this supply contract will be calculated following the formula below:

$$PD_{m,a} = 0.5 \times [MC_m + (MC_{sis_m} - 66.00[USD/MWh]) \times ETC_m]$$

where:

PDM to:	Is the monthly deferred amount that the Distributor will apply to the Energy billing for this contract corresponding to month "m".
ETC _m :	Total of Contracted Energy for month "m".
MC _m :	Contract Amount to be invoiced by the Seller for onth "m".
MC _{sis_m} :	Amount for System Charges associated tothe Total Energy contracted for month "m". The amounts referenced by this section shall be the total system charges paid by the Distirbutor associated to the energy contracted regardless if they are directly settled to the Seller under the contract or to other entities such as UT, SIGET ETESAL etc.
m:	Each calendar month of Supply Period.

26.2.2 DEFERRED PAYMENT MANAGEMENT PROCEDURE

The Successful Bidder shall invoice transactions according to paragraph 26.1. The Distributor will pay the monthly bill submitted by the Successful Bidder, less the amount corresponding to the $PD_{m,a}$ referred to in the previous section. The cumulative amount of $PD_{m,a}$ at each charge adjustment period for energy to end users of the distribution companies, established under the conditions defined in Article 90 of the General Electricity Law Regulations, is paid by the distributor to the Successful Bidder in monthly installments of equal value the invoice payment during the due date for billing charges corresponding to this contract for the next energy price adjustment period.

In the event that in one of the supply months of the period, the $PD_{m,a}$ is negative, the distributor shall pay the Successful Bidder the total invoiced amount for the charges specified in paragraph 26.1 of these rules.

If at the end of the supply period, $PD_{m,a}$ balances are outstanding, the contract and its guaranty of payment shall be extended until all outstanding balances have been fully settled. This extension is intended to expand the period for the compliance with the obligation of the Distribution Company to pay the awarded bidder any outstanding amounts, and in no case is it intended to extend the supply period.

27. WARRANTIES

27.1 SUCCESSFUL BIDDER'S WARRANTIES

27.1.1 PRE-OPERATIONAL GUARANTEES

The Successful Bidder shall issue a Pre-operational Warranty (GPO) in favor of the Distributor in order to ensure the following:

- The time and manner for the assembly of the machines that will support supply.

The above warranty shall be provided by signing and submitting any of the following:

- The establishment of a commercial bail granted by a Bank or Surety or Insurance Company lawfully operating in El Salvador, and which is duly authorized by the Superintendence of the Financial System of El Salvador, in the format specified in Annex 5.3. B,
- Posting a bond issued by a recognized international financial institution with operations in El Salvador. Said bond shall be approved by SIGET,
- The opening of a restricted credit in which the bidder cannot dispose of the credit amount, it being available exclusively for the Distributor,
- Cash deposit in an account assigned by the Distributor.

The warranty period is defined below, as appropriate:

- From the signing of the contract up to thirty (30) calendar days after the start of the commercial operation of the new units that will back up the contract.

If the preoperational warranty or any of its extensions have a maturity of less than the deadlines listed above, the Successful Bidder must submit a renewal thereof, subscribed under the same terms, 30 calendar days before maturity.

This guaranty must be provided at the time of signing the Supply Contract.

The preoperational guaranty shall be renewed every 12 months and will be extended for a value calculated in accordance with the following formula:

$$GPO[USD] = PI [MW] \times 100,000$$

Where:

GPO: Preoperative Guarantee

PI: Power to be installed

If the Successful Bidder fails to comply with any of the dates specified in the schedule of relevant events of the project by not providing documentation evidencing compliance with its obligation hereunder, it must give an additional guaranty to the distribution company with features similar to the preoperational guaranty and for the amount indicated in the table of the schedule of events. These guaranty supplements must remain in force for an additional period of 210 days from the date of commencement of commercial operation.

The distribution company shall initiate collection proceedings for the recovery of all existing guaranties in any of the following cases:

- a) If the Successful Bidder, after defaulting some of the commitments in the scheduled events table, should not surrender the collateral in question.
- b) When, after 180 calendar days past the date for starting compromised commercial operation, the Seller is not embarked in commercial operation. The start date for the commercial operation of the units that will support the contract may be extended for duly justified reasons, having them been previously studied by the Distributor and approved by SIGET, in accordance with Paragraph 5.4.1. COMMITMENT TO INSTALL GENERATION UNITS incorporated in the model contract included in Annex 10 of this document, with which the vendor shall extend all warranties who may be in force for a period equal to the authorized extension.

This guaranty will be payable on the first complaint filed by the distributor to the issuer and shall be constituted in the form and content specified by the former.

The execution of the Pre operational warranty as a result of the procedures set forth in subparagraphs a) and b) above is reason enough for an early termination of the supply contract without liability to the Distributor.

If there are no outstanding claims to be paid by the Successful Bidder, the guaranty will be returned to the Successful Bidder by the Distributor within 30 calendar days from the date of commencement of commercial operation of the new units that will back the contract.

27.1.2. CONTRACT PERFORMANCE GUARANTEES

Prior to the commencement of the delivery period, the Successful Bidder shall post a Contract Performance Warranty (GCC) in favor of the Distributor in order to ensure backing the supply with generation units operating from the commencement of supply.

The above warranty shall be provided by signing and submitting any of the following:

- Payment at Sight
- The establishment of a commercial bond granted by a Bank, Surety or Insurance Company lawfully operating in El Salvador, and which is duly authorized by the Superintendence of the Financial System of El Salvador, in the format specified in Annex 5.3. C,

- The issuance of a bond granted by a renowned international financial institution with operations in El Salvador; such bond must be approved by SIGET,
- The opening of a restricted credit in which the bidder cannot dispose of the credit amount, it being available exclusively for the Distributor,
- Cash deposit in an account assigned by the Distributor.

The bond will be issued initially for a period of one year, and will be further renewed every 12 months such that, overall, it will cover the time from the start of the supply period and until 30 calendar days after its conclusion.

The initial guaranty will be delivered by the Successful Bidder 15 calendar days before the date of commencement of supply and will be extended for an amount equal to the payment received by the Successful Bidder in one month of the Supply Contract's effective date.

This guarantee will be calculated based on the Minimum Contracted Energy (ECM).

This guaranty must be renewed annually 15 calendar days prior to its maturity date, under the same terms and conditions as the original guaranty, except the amount shall be updated based on the following formula:

$$GCC_a [USD] = \frac{ECM \times PEC_a}{12}$$

Where:

- a: Year of the Supply Period for which the warranty applies.
- a-1: Twelve month period whose last month is the second month prior to the start of year "a."
- GCCa: Guarantee of contract performance during year "a".
- ECM: Minimum Annual Contracted Energy
- PECa: Contracted Energy price for the first month of year "a".

At the end of the term of the initial warranty period or its extension, the Distributor shall return to the Successful Bidder not later than seven working days after the overdue guarantee maturity, provided that the Successful Bidder has delivered to the Distributor the renewal thereof. In the case of the guarantee corresponding to the last year of delivery, in the absence of claims waiting to be paid by the Awarded Proponent, the above indicated guarantee will be returned by the Distributor within 30 calendar days, starting the date the supply ended.

The Distributor will initiate the process of recovering the guarantee on any of the following cases:

- a) In case of non-delivery of the Contracted Energy, due to unavailability of the plant for a period of 15 days or more, without any justified cause. Unavailability is not applicable for periods when the plant is in scheduled maintenance, approved by the UT or failure due to accident or causes not foreseen duly recognized and accepted by the SIGET and the distributors.
- b) Failure to timely renew the warranty.

The fact that the Contract Performance Guaranty becomes effective does not relieve the Successful Bidder of the obligation to comply with the Supply Contract, as well as the

obligation to restore the same within a period not exceeding 30 calendar days from the date it becomes effective.

27.2 DISTRIBUTOR'S WARRANTY

27.2.1 CONTRACT PAYMENT WARRANTY

Prior to the commencement of supply, the Distributor shall give the Successful Bidder a payment bond (GP) in an amount equal to the estimated billing for that month for Contract Associated Energy and System Charges intended to cover any defaulted payments by the Distributor.

The above warranty shall be provided by signing and submitting any of the following:

- Payment at Sight
- The establishment of a commercial bond granted by a Bank, Surety or Insurance Company lawfully operating in El Salvador, and which is duly authorized by the Superintendence of the Financial System of El Salvador, in the format specified in Annex 5.3. C,
- The constitution of a surety bond issued by a renowned international financial institution with operations in El Salvador, said bond must be approved by the SIGET,
- The opening of a restricted credit in which the Distributor cannot dispose of the credit amount, it being available exclusively for the Successful Bidder,
- Cash deposit in an account assigned by the Successful Bidder.

The guarantee is extended initially for a period of one year and is subsequently renewed every 12 months so that, in total, covers from the start date of the delivery period and up to 30 calendar days after the scheduled date for completion of the last payment corresponding to the energy delivered under the contract.

This guarantee must be provided 15 calendar days before the date of commencement of supply and will run for a value equal to the payment received by the generator in a month's term of the Supply Agreement.

During first year of supply contract's this warranty will be calculated based on the Contracted Associated Minimum Energy (EACM) and the same wording is used in the calculation of the performance guarantee contract

This guaranty must be renewed annually 15 calendar days prior to its maturity date, under the same terms and conditions as the original guaranty, except the amount shall be updated based on the following formula:

$$GP_a [USD] = \frac{MCEAC_{a-1}}{12}$$

Where:

- a: Year of the Supply Period for which the warranty applies.
- a-1: Twelve month period whose last month is the second month prior to the start of year "a."
- GP_a: Contract Payment Bond
- MCEAC_{a-1}: Contract Associated Energy Charge Amount to be billed by the Seller for the period "a-1"

At the end of the term of the initial warranty period or its extension, the Distributor shall return to the Successful Bidder not later than seven working days after the overdue guarantee maturity, provided that the Successful Bidder has delivered to the Distributor the renewal thereof. In the case of the guarantee corresponding to the last year of delivery, in the absence of claims waiting to be paid by the Awarded Proponent, the above indicated guarantee will be returned by the Distributor within 30 calendar days, starting the date the supply ended.

The distributor shall initiate collection proceedings for the recovery of the collateral in any of the following cases:

- a) In case of supply nonpayment for causes attributable to the Distribution Company
- b) Failure to timely renew the warranty.

The fact that the contract payment guarantee becomes effective does not relieve the distributor from the obligation to meet payments for contracted power, contracted associated energy and system charges that apply under this contract for supply, as well as the obligation to replace this warranty within no more than 30 calendar days from the date it becomes effective.

28. AWARD MECHANISM

The award of this Tender the Proponent who wins will be made based on an assessment of valid bids received competing for power being offered, considering for this purpose the securities of the Prices of Contracted Energy Offered (CEE) and the FR (if it were necessary) indicated on their Economic Proposals.

The CEO will make all possible combinations of valid received bids in order to choose the combination that produces the lowest cost for supplying all of the requested power and its associated energy in this Bid.

The Proponent shall indicate a PECO and a Power to install Offered. The power to be installed offered must correspond to full generation units, ie they cannot offer a fraction of the installed capacity of a generating unit.

To select the set of Successful Bidders to whom the power in each block and the corresponding Offered Powers Accepted (POA) is assigned, the total cost of supply will be minimized for each block separately.

This evaluation for each block will be performed by solving the following equation:

$$\text{MIN } Z_i[\text{USD}/h] = \sum_g [PECO_g \times POA_g \times FR] + P_{EVAL} \times PT$$

Subject to compliance with the following restrictions:

$$\sum_g [POA_g] + PT = PR$$

$$POA_g = PO_g \text{ or } POA_g = 0.0$$

$$0 \leq PT \leq PR$$

where:

MIN Zi [USD / h]:	Minimum Total Cost of block "i"
g:	Each valid bid for block "i".
PT [MW]:	It is equivalent to the power that is not awarded; is assigned to a virtual generating unit.
P _{EVAL} [USD / MWh]:	Price of Energy for Assessment, which will be defined not later than February 2014.
PECO (USD / MWh):	Price of Contracted Energy Offered
POA (MW):	Power Offered Accepted
PR (MW):	Total Power Required in block "i".
FR (pu):	Reduction factor applied to PECO.

The reduction factors are considered equal to 1.000, unless a condition of equal bids (various combinations of offers leading to the same minimum cost), situation that would make the value indicated by the proponent the one to be used.

If it turns out that in the first evaluation, some of the blocks stick with deficit of power to be awarded caused by a lack of offers, and provided there is surplus deals on the other block, assessment will be repeated, increasing the power of the block with power surplus offered by an amount equal to the power not awarded in the other block. In this case the extra power offered to be evaluated on the block with deficits, must comply with the provisions on the treatment of PECT for the block where it will be evaluated.

If after the above process turns out in some of the blocks a PT greater than 20% of the block size, for that block the process will be repeated for just one more time, increasing the PR by 10%.

If it is determined that in the final evaluations of some of the blocks there are two or more sets of bids with the same total cost of supply (Z [USD / h]) and that the supply cost is minimal, it shall be determined, on the appropriate stage, the new cost of providing Z [USD / h] for each of the aforementioned sets of bids, this time using the FR value indicated by the Proponent.

The bid will be assigned to the set of offers for which, in this new assessment, the cost of supply results in a minimum cost of supply.

If the equal status condition above mentioned is not given, the FR of all Bidders shall be equal to 1.000.

If the equal status situation persists after the new evaluation by applying the reduction factor, a process will be used that takes into account the most power to be installed, and if necessary, will take into account the score of the technical evaluation of each bidder.

As a result of the bid, each of the Successful Bidders on the combination of powers that generated the lowest cost will sign a contract with each distributor for supplying the power resulting from the equation, taking into account the percentages established for each distributor in Annex 6 of these rules.

Distributors will have an optimization program for minimizing the total cost of the required power, which will be developed using the specifications in this section for later use in the assessment stage of the financial proposals submitted.

29. TENDER PROCESS COSTS

All costs from the administration of the Tender Process and the underwriting and administration or the respective supply contracts, shall be borne by the Distributor.

The Distributor shall not cover any costs incurred by Bidders in the Tender Process.

ANNEX 1

POWER DISTRIBUTION MECHANISM FOR EACH NODE OF THE CONTRACTING DISTRIBUTION COMPANIES

(This will be established no later than _____)

ANNEX 2

SUPPLY POINTS

The supply points for the Contract Associated Energy contracted with the Successful Bidder are indicated on Tables 2-1, 2-2, 2-3, 2-4, 2-5, 2.6 and 2.7 below.

The Successful Bidder is obliged to deliver the Associated Energy at each supply points listed below, which cannot be replaced totally nor partially by other supply points, unless the Distributor enabled additional supply points or, due to changes in the configuration of the distribution system of the Distributor or the national transmission system, any of the supply points listed in Tables No. 2-1, 2-2, 2-3, 2-4, 2-5, 2.6 and 2.7 should be disabled, or a change of market participant trading the load associated to a supply point should occur.

TABLE: 2-1 SUPPLY POINTS FOR CAESS

Supply Point	Substation	Nominal Voltage (kV)
CAESS	SAN ANTONIO ABAD	115.0 kV
CAESS	SAN BARTOLO	115.0 kV
CAESS	SANTO TOMAS	115.0 kV
CAESS	SAN RAFAEL CEDROS	115.0 kV
CAESS	SOYAPANGO	115.0 kV
CAESS	NEJAPA	115.0 kV
CAESS	CERRÓN GRANDE	115.0 kV

TABLE: 2-2 SUPPLY POINTS FOR DELSUR

Supply Point	Substation	Nominal Voltage (kV)
DELSUR	ATEOS	115.0 kV
DELSUR	NUEVO CUSCATLAN	115.0 kV
DELSUR	OPICO	115.0 kV
DELSUR	EL PEDREGAL	115.0 kV
DELSUR	SANTA ANA	115.0 kV
DELSUR	SANBARTOLO	115.0 kV
DELSUR	SOYAPANGO	115.0 kV
DELSUR	SAN RAFAEL CEDROS	115.0 kV
DELSUR	SANTO TOMAS	115.0 kV
DELSUR	TECOLUCA	115.0 kV
DELSUR	SICEPASA	115.0 kV

TABLE: 2-3 SUPPLY POINTS FOR AES CLESA

Supply Point	Substation	Nominal Voltage (kV)
AES CLESA	SANTA ANA	115.0 kV
AES CLESA	GUAJOYO	115.0 kV
AES CLESA	SONSONATE	115.0 kV
AES CLESA	ATEOS	115.0 kV
AES CLESA	ACAJUTLA	115.0 kV
AES CLESA	OPICO	115.0 kV
AES CLESA	AHUACHAPAN	115.0 kV

TABLE: 2-4 SUPPLY POINTS FOR EEO

Supply Point	Substation	Nominal Voltage (kV)
EEO	SAN MIGUEL	115.0 kV
EEO	15 SEPTIEMBRE	115.0 kV
EEO	LA UNION	115.0 kV

TABLE: 2-5 SUPPLY POINTS FOR DEUSEM

Supply Point	Substation	Nominal Voltage (kV)
DEUSEM	OZATLAN	115.0 kV

TABLE: 2-6 SUPPLY POINTS FOR B&D

Supply Point	Substation	Nominal Voltage (kV)
B&D	SAN BARTOLO	115.0 kV

TABLE: 2-7 SUPPLY POINTS FOR EDESAL

Supply Point	Substation	Nominal Voltage (kV)
EDESAL	NEJAPA	115.0 kV
EDESAL	TALNIQUE	115.0 kV

ANNEX 3

TECHNICAL, LEGAL, FINANCIAL AND COMMERCIAL REQUIREMENTS

At the time of submitting the bids, the Bidder shall present the documentation below in one (1) original, two (2) hard copies and one (1) digital copy, all of which shall be valid at the time of submittal:

INFORMATION TO BE SUBMITTED IN ENVELOPE No. 1

- i. Affidavit drawn up based on Form 5.2 L detailing the generation projects for which the Bidder, strategic partners or shareholders, controlling partners or shareholders or any of their subsidiaries or affiliates, or through related companies, subsidiaries or affiliates, has been responsible to perform or supervise in terms of their design, engineering, construction and commissioning of any technology and which are currently in commercial operation.

Failing that, if the Bidder hires a qualified operator to operate the generating units it must submit documentation issued by competent authority that the operating company to hire has the experience indicated above.

- ii. Documentation issued by the competent authorities, indicating that the Bidder, strategic partners or shareholders, controlling partners or shareholders or any of their subsidiaries or affiliates, or through related companies, subsidiaries or affiliates, or if the proponent is a Trading Company, the company that developed the project, has operated generating plants totaling a power volume equal or greater than the bidded power for at least three (3) consecutive years in the last ten (10) years.

In its absence, if the Bidder hires an operating company qualified to operate the generating units, the Bidder shall submit documentation issued by a competent authority that the operating company to be hired has the above-indicated experience. In the latter case, the Bidder shall submit a irrevocable promise of signing contract to operate the generating units with the said operating company for at least the first 3 years of operation (Annex 5.2, Section H).

The submitted documentation shall indicate, as a minimum, the name of the plant that it operates or has operated, a statement that the plant is currently in commercial operation, the installed generation capacity, the technology with which it operates and the years during which the Bidder, strategic partners or shareholders, controlling partners or shareholders or any of their subsidiaries or affiliates, or through related companies, subsidiaries or affiliates, have been responsible for its operation.

For these ends, competent authority shall be understood to mean the market administrator, regulator or similar institution in the country where the plant operates.

- iii. Originals or notarized copies of the audited financial statements and annexes of the Bidder, strategic partners or shareholders, of all the members that make up the Partnership (if any), and the controlling partners or shareholders, or through related companies, subsidiaries or affiliates, necessary to demonstrate the capital requirement pursuant to paragraph v, and for the last three fiscal years preceding the date of submittal of bids, duly filed with the Registry of Commerce or similar institution.

If for any valid reason the company cannot provide the above documentation, it shall submit financial statements with the signature and seal of its external auditor on each page.

If for reasons attributable to the legislation in the country of location of one of the companies for which financial information is presented the auditing of financial statements is not required, a copy of the unaudited financial statements of the previous three years shall be submitted to reflect enough capacity to fund the minimum capital required, along with a certificate by a certified public accountant stating the accuracy of the financial statements.

Also in this case, a notarized affidavit executed by the Chief Financial Officer, General Manager or Legal Representative of the bidding company or Partnership, certifying accuracy of financial statements and including the written commitment by the members of the Partnership or investors to fund the company's required capital in case it should be successful.

In the event that the financial statements are in a currency other than the US Dollar, attach documentation issued by the monetary authority of the country of origin, indicating the official exchange rate vs. US Dollar of the currency in which the financial statements have been prepared on a date not exceeding three months from the filing date of the Bid.

- iv. The Bidder shall have available directly or indirectly or through any of the strategic partners or shareholders, controlling partners or shareholders, or through related companies, subsidiaries or affiliates, a patrimony detailed in Section 14 of this document, for each MW of Contract Power to be bid in its bids, which should be reflected in the Financial Statements of the last three years preceding the submittal of bids.
- v. Documentation evidencing faithfully the structure and type of corporate or institutional links relating to the Bidder, strategic partners or shareholders, controlling partner or shareholders, or through related companies, subsidiaries or affiliates, and operator, considering their position within the said structure and within all the companies included in the documentation submitted by the bidder.

In the case of partners or shareholders of Salvadoran companies, said capacity shall be backed up by the relevant documentation (e.g. Copy of Shareholders' Certificates Certified Shareholders' Book, or others).

In addition, the Bidder must submit a graphic outline of the corporate structure provided in the first paragraph of this Roman, duly signed by the legal representative of the offeror or leader of the association.

- vi. The Bidder shall submit the Due Diligence Questionnaire duly completed and signed by a person with powers of representation, according to Annex 5.4, including the form in Annex 5.4.2, as appropriate.

In the event that the Bidder is a Partnership, the requirement contained in this section must be fulfilled for each member in the Partnership.

- vii. In the case of a Bidder currently operating in the Salvadoran Electricity Market, the Bidder shall submit a document certifying its registration as an operator with the Register of Electricity and Telecommunications attached to the SIGET and also with the UT.

If the Bidder is not in operation in the Salvadoran electricity market, it shall submit an Irrevocable Promise ensuring that, if awarded, it shall register itself as an operator in the Registers of SIGET and of the UT. (Annex 5.2, Section E).

In case the Bidder is a Partnership, the representative of the applicant should present an Irrevocable Promise ensuring that, if successful, the company resulting from the Partnership shall register itself as an operator in the Registers of SIGET and of the UT (Annex 5.2, Section E).

In the event that the Bidder does not wish to register as an operator within the Salvadoran Electricity Market, the Bidder shall submit a notarized Affidavit, ensuring that it shall hire the services of a local operator to manages its transactions in El Salvador so as to deliver the energy directly to the Distributor's withdrawal nodes.

- viii. The Bidder shall submit a notarized Sworn Statement that the information provided is true and correct and that it authorizes Distributors to verify any information presented. (Annex 5.2, Section I).
- ix. The Bidder shall submit a notarized copy of all documents establishing the legal status of the person representing the Bidding Company, including, but not limited to: a) notarized copy of the deed of incorporation and amendments, if any, duly registered in the respective Trade Registry; b) articles of incorporation and bylaws and their amendments, if any, duly filed with respective Trade Registry; c) notarized copy of power of attorney with broad and sufficient representation powers; d) credential of the last election of Board of Directors, Managing Board, Administration Committee or Sole Director, all of which must be duly registered with the relevant Trade Registry; e) Identity document and Tax Payer's ID of the representative or agent and, if a foreigner, passport or resident alien card issued by the Directorate General of Immigration of the Republic of the Salvador; and f) Tax Payer's ID of the Company. All this is to support the capacity of the representative who will sign the contract on behalf of the Bidder, in case the Bidder's Bid is successful. In case of a Partnership, the above information must be submitted by members of the Partnership, and additionally it shall submit a notarized copy of the Deed of Partnership.
- x. If the articles of incorporation of the Bidder so requires, a certified copy of the section of the minutes relating to the election the Board of Directors, Managing Board or Administration Committee shall be submitted, as the case may be, authorizing the Bidder to submit the Bid under the terms set out in these Tender Rules.
- xi. The Bidder shall submit a notarized sworn statement agreeing to meet all the requirements of the applicable legislation and to process in a timely manner all environmental, municipal and governmental permits and licenses and, in general, any type of study, permit or license necessary for planning, preparation, construction and installation, commissioning and commercial operation and maintenance of New Generating Units. In that statement the bidder shall hold the Distributor harmless in case one or more of such permits or licenses could not be obtained.
- Section 8 of the rules presents a breakdown of the environmental legislation that the Bidder shall take into account for the installation of projects in El Salvador.
- xii. Submit a notarized affidavit, undertaking to ensure that the power plant to install has all the elements of safety, security, stability, quality, communication and control necessary to meet the required parameters in the ROBCP, in the Technical Standard of Electrical

Interconnection and Accesses of Final Users to the Transmission Network, and / or the quality standards of distribution systems, as appropriate.

xiii. Timeline of events relevant to the project, which shall contain the following dates:

EVENT	DATE OF EVENT WIND PROJECTS	DATE OF EVENT PHOTOVOLTAIC SOLAR PROJECTS	INCREASE OF GUARANTY IN THE EVENT OF NON COMPLIANCE
Financial closure	No later than 18 months from the date of signing the contract	No later than 18 months from the date of signing the contract	5%
Submittal of notarized affidavit declaring that the supply contract of major plant equipment has been signed, indicating the date of signature.	To be determined by the Bidder	To be determined by the Bidder	5%
Submittal of a notarized affidavit that the plant assembly contract has been signed, indicating the date of signing	To be determined by the Bidder	To be determined by the Bidder	5%
Completion of plant assembly	To be determined by the Bidder	To be determined by the Bidder	5%
Commercial operation	Not later than two years after the date of obtaining environmental permits	Not later than one year after the date of obtaining environmental permits	10%

xiv. Description of generation project backing the bid. Such description shall detail each of the strategic elements critical to project implementation, considering, at minimum, the following:

- a. Drawings containing the general layout of each of the main components of the plant, such as: the location of turbines, electrical substation, panels, inverters, etc.
- b. Topographical map indicating the location area intended for the installation of the plant.
- c. Types of generating units to be used in the project:
 - I. Technology
 - II. Capacity
 - III. Plant Factor
 - IV. In the case of a wind project, its power curve and certificate of class for each proposed wind turbine
 - V. For the case of a photovoltaic project, the degradation level of efficiency over its lifetime
- d. Interconnection with the transmission system:
 - I. Length and path of the interconnection line to the transmission or distribution system.
 - II. Substation interconnection will be made to.
 - III. Necessary infrastructure to connect to the transmission or distribution network.
 - IV. Reinforcements to the existing transmission or distribution network considered
 - V. Voltage level.
- e. Description of the primary components considered in the project.
- f. Availability study of primary resource and estimation of energy generated. At this point it is desirable that the Proponent should have records of availability of

- primary resource registering not less than 12 months preceding the date of submission of qualification documents.
- g. In the case of wind plants, technical characteristics of the civil work, adequacy of access roads, if necessary, and for logistics and infrastructure considered for transportation of wind turbines to the place of location of the plant.
 - h. Equipment considered for interconnection to the power grid and mitigation of disturbances and transient distortions.
 - i. Equipment or technology used to meet the requirements of quality, stability and reliability established in ROBCP.
- xv. Schedule for the construction and installation of the Power Generation Plant, which will indicate the implementation schedule of work in any project management environment (preferably in Microsoft Project, PERT / CPM), considering the main activities that divide the scope of work, the logical sequence and the progress in percentages and cumulative, along with the works execution time in general. This schedule will show: the duration of each activity, the preceding and following activities, as well as the critical path to meet the date of supply commencement. This schedule must contain at least the following activities: financial closure, activities for the supply of generators and major plant equipment, plant assembly activities, detail for the acquisition of Environmental and Municipal Permits, activities related to the construction of civil works, feasibility of interconnection, reinforcements in the transmission network and construction of the interconnection line with the transmission network, receipt of Major Equipment and date of commencement of Commercial Operation.
- xvi. The bidder must submit a notarized affidavit, drawn up based on the form in Annex 5.2 “J,” stating that, in case the bidder is successful, the bidder is committed to bringing social and economic development at the site where the plant is installed, executing works that will be proposed and prioritized by communities, and approved by the mayor of the municipality where the project will be developed, in coordination with the Investment Local Social Development (FISDL), an amount equal to 3% of annual income amount for the sale of energy. The first list with the description of such works shall be submitted to the seller by the Mayoralty and FISDL together, within the period of six months after signing the contract, and for subsequent years, the list of the works required for the following year, will be submitted no later than the last day of the month of May each year. The period of execution of these works shall start eighteen months after signing the contract. The amount payable in U.S. dollars, which the seller will disburse per year for the execution of the works, will be the result of multiplying the number 0.03 (3.00%) by net sales reported for that year, up to a maximum period of 20 years. No later than September of each year, the Contractor shall submit a report by an external auditor to the Distributor in order to verify the expenses incurred for this concept in the period from July of the previous year up to June of the current year, as well as a detail of the works.
- xvii. Warranty Maintenance of Bid
- xviii. Certified copy deeds of the land where the power plant, or failing promise of sale or lease shall be mounted, this copy must be notarized.

ANNEX 4. FINANCIAL BID FORMS

ANNEX 4.1

SINGLE FORM FOR FINANCIAL BID SUBMITTAL

- 1) Name of Bidder: _____
- 2) Registration Code: (Code delivered at the time of registration or Corr).
- 3) Primary resource with which generation machines operate that will support the offer (Wind or Solar Photovoltaic): _____
- 4) Offered power (PO): _____ MW
- 5) Plant Factor: _____ %
- 6) Offered price (USD / MWh): _____
- 7) Reduction Factor Offered (FR): _____
- 8) Percentage of clearance for the calculation of the minimum contracted energy caused by the randomness of the resource (Established based on the availability study of the primary generation resource): _____
- 9) Degradation of efficiency for the generation machines that will support the project (Determined based on the particular characteristics guaranteed by the manufacturer of the equipment):

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official.

Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

Note to Annex 6: The UT will allocate the firm contracted capacity to each of the contracts subscribed by the Distributors based on the total firm capacity (temporary or permanent, depending on the case) to be determined for the generating units committed by the Awarded Proponent under this tender and applying participation percentages in the table above, for the exclusive purpose of conducting the firm capacity balances of Wholesale Market. Accordingly, each distributor shall be exempted, in the wholesale market, from payment of capacity for a volume equal to the firm power allocated by the UT to each contract in accordance with the above criteria.

F: _____

Name of representative or agent of the Qualified Bidder

Duly authorized to sign the bid

F: _____

Bid Reception Committee

F: _____

Bid Reception Committee

F: _____

Bid Reception Committee

F: _____

Bid Reception Committee

F: _____

Bid Reception Committee

F: _____

Bid Reception Committee

F: _____

Bid Reception Committee

F: _____

Bid Reception Committee

Note: All Bidders must submit, when filing the Financial Bid, the single Financial Bid form; also a sworn statement stating that such Bid was drafted independently and without making contact with any other competitor, with full respect of the Competition Act in force in El Salvador must be submitted with the financial bid.

The form used for this purpose is found in Annex 4.2 of these Tender Rules.

ANNEX 4.2

AFFIDAVIT OF COMPETENCY

In the city of ____ (State, Department, Province)____, ____ (Country)____, at _____ hours on _____ in the year two thousand _____. Before me (full name of notary) residing at _____, **APPEAR:** (name of legal representative of the company or partnership), who signs “ _____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type of identity document used), acting on behalf of (name of company or partnership), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal status will be established at the end, and the capacity in which he/she appears, **WHO STATES TO ME: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS:** I) that this Bid has been analyzed, formulated, developed and presented independently, in strict observance and enforcement of the provisions of the Competition Act and its implementing regulation, II) The terms of this Bid were drafted independently, without the desire to limit or restrict competition in this Tender Process . For this purpose, no consultation, communication or agreement with any other Bidder or competitor was made regarding the determination of the degree of competency of the bidder or competitor; III) That the bid submitted has not been nor shall be communicated by my client, directly or indirectly to any other Bidder or competitor before he Bid Opening event; IV) that my client has not performed any action designed to induce any other party to submit a Bid or to prevent a bidder from submitting a Bid, or to draft it in any particular way, in order to limit or restrict competition, and V) that there is no agreement to fix prices, limit quantities of supply or market-sharing with other participants or bidders in the Tender Process, or otherwise. I, the undersigned Notary CERTIFY that the legal status of the legal representative is legitimate and enough for I have had at sight (describe the document establishing the legal status of the legal representative). Thus did the appearing party expressed himself/herself and to whom I explained the legal effect of this Notarial Act that is written in (number of useful pages) working sheets and having read as it was by me completely all that was written and in one single act without interruption, he/she stated his/her agreement, ratified its content, and we signed jointly. I **ATTEST .-**

Signature of Legal Representative

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official.

Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

ANNEX 5. REGISTRATION FORM, AFFIDAVIT AND IRREVOCABLE PROMISE FORMS, AND WARRANTIES FORM



DISTRIBUIDORA DE ELECTRICIDAD DEL SUR S.A. DE C.V.

ANNEX 5.1

PARTICIPANT'S REGISTRATION FORM PUBLIC INTERNATIONAL CALL FOR TENDERS No. DELSUR-CLP-RNV-001-2013

100 MW POWER SUPPLY TO BE INSTALLED OF RENEWABLE ENERGY

DATE: _____

Corr: _____

(Exclusive of DELSUR)

GENERAL INFORMATION OF BIDDING COMPANY.

NAME: _____

TAX PAYER NUMBER: _____

LINE OF BUSINESS: _____

ADDRESS: _____

TELEPHONE: _____ FAX: PHONES: _____

LEGAL REPRESENTATIVE'S NAME: _____

CONTACT INFORMATION OF PERSON AUTHORIZED FOR THE TENDER PROCESS.

NAME: _____

TELEPHONE _____ FAX: _____

EMAIL: _____

ALTERNATE EMAIL: _____

NAME AND SIGNATURE OF PARTICIPANT'S LEGAL REPRESENTATIVE

Note 1: If payment is made via bank deposit, a copy of the deposit should be attached to this form.

Note 2: The contact person is the person with whom information will be exchanged between the bidder and DELSUR.

ANNEX 5.2

SPECIAL POWERS, AND AFFIDAVIT IRREVOCABLE FORMS

A. SPECIAL POWER OF ATTORNEY AND NOTARIAL CERTIFICATE AUTHENTICATING SUCH POWER OF ATTORNEY TO BE GRANTED OVERSEAS.

I, ____ (name of legal representative) ____ years old, ____ (Profession) ____, residing at _____, with single identity document / Resident Card / Passport Number _____, acting in my capacity _____ of the Company " _____ " domiciled at _____, hereby appoint Mr. _____, age ____ (Profession) _____ domiciled at _____ with single identity document / Resident Card / Passport Number _____ as Special Agent of ____ (Name of Company) ____ granting him/her the broadest powers to: **a.** Act on behalf of and representation of the company in the discussion and negotiation of contractual, technical and economic details, information exchange, clarification requests, proposals for amendment or submittal of comments related to the International Public Call for Tenders No. DELSUR-CLP-RNV-001-2013 "FREE COMPETITION PROCESS CALLED FOR BY DELSUR SA DE CV, FOR THE PROVISION OF 100 MW OF POWER TO BE INSTALLED AND ITS ASSOCIATED ENERGY" to be performed for a term of _____ years counted from _____; **b.** Sign the relevant Supply Agreement with the legal formalities required on behalf and in representation of the company _____; and **c.** Sign, submit and address any matter relating to the bid that _____ (Name of Company) _____ should submit to DELSUR SA DE CV, in the Republic of El Salvador, Central America.

____ (Place) _____ on _____ in the year two thousand ____.

Grantor Signature and Company Stamp

The undersigned Notary, domiciled in the city of _____, ____ (State, Department, Province) _____, ____ (Country) _____, hereby certify that the above Special Power of Attorney was granted by Mr. _____, who is _____ years old ____ (Profession) _____, residing at _____, whom I have identified by means of _____ (state type the identification produced) and was signed by him in my presence, in his capacity as _____ of the Company " _____ " domiciled at _____, which has been constituted and exists under the laws of _____, the said person having sufficient authority and full legal capacity to grant such power.

Given in the city of _____, ____ (State, Department, Province) _____, of ____ (Country) _____, on _____ in the year two thousand _____.

Signature and Seal of Notary

NOTE: The document referred to in this paragraph shall comply with the formalities set out in paragraph 13 of the Terms and Conditions of these Tender Rules. Each of the powers referred to in the various subparagraphs of this form may be vested in a single power of attorney to a single person, or in different powers of attorney to several representatives.

B. SPECIAL POWER OF ATTORNEY GRANTED BEFORE A SALVADORAN NOTARY PUBLIC.

NUMBER _____.- In the city of _____, at _____ hours _____ on _____ the year two thousand _____.- Before me, _____, a Notary of the following address, _____ appears _____, _____, _____ who is of age, _____ (Profession), a national of _____, residing at _____, whom I know and who bears (whom I do not know but identify by means of) _____; acting in his capacity as _____ and therefore, Judicial and Extrajudicial Representative of the Company _____, a national of _____, hereinafter the "Grantor Company," the legal status of which I attest to be legitimate and sufficient for having had at sight: _____, and in the capacity in which he/she appears he/she STATES TO ME: 1) That by this instrument, the Grantor Company confers a SPECIAL ADMINISTRATIVE POWER OF ATTORNEY to Mr. _____, aged _____, _____ (Profession) _____, domiciled in _____, conferring him the broadest powers to: a. Act for and on behalf of the Grantor Company in the discussion and negotiation of contractual, technical and economic details, information exchange, requests for clarification, proposals for amendments or the submittal of comments related to International Public Call for Tenders No. DELSUR-CLP-RNV-001-2013 "FREE COMPETITION PROCESS CALLED FOR BY DELSUR SA DE CV, FOR THE PROVISION OF 100 MW OF POWER TO BE INSTALLED AND ITS ASSOCIATED ENERGY" to be performed for a term of _____ years counted from _____; b. Sign the relevant Supply Agreement with the required legal formalities; and c. Sign, submit and address any matter related to the bid that the Grantor Company should submit to DELSUR SA DE CV, under such Tender Process. 2) It is expressly prohibited for the attorney in fact to replace all or part of this power of attorney. Thus did the appearing party expressed himself/herself and to whom I explained the legal effect of this instrument and having read as it was by me completely all that was written and in one single act without interruption, he/she stated his/her agreement, ratified its content, and we signed jointly **I ATTEST** .-

Signature of Legal Representative
of the Company Declarant

Signature of Notary

NOTE: The document referred to in this paragraph shall comply with the formalities set out in paragraph 13 of the Terms and Conditions of these Tender Rules. Each of the powers referred to in the various subparagraphs of this form may be vested in a single power of attorney to a single person, or in different powers of attorney to several representatives.

C. SWORN STATEMENT FORM FOR ATTESTING TO THE EXISTENCE OF A POWER PURCHASE AGREEMENT TO BACK THE BID OF A BIDDING TRADING COMPANY

In the city of ____ (State, Department, Province)____, ____ (Country)____, at _____ hours on _____ in the year two thousand _____. Before me, (full name of notary), a notary residing at _____ APPEAR: (name of legal representative of the company or partnership), who signs “_____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type of identity document used), acting on behalf of (name of company or partnership), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Sole Administrator, etc.) of the company whose legal status I will establish at the end; and (name of legal representative of the company, who signs “_____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his/her ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type identity document to be used), acting on behalf of (name of company), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Single Manager, etc.) of the said company, whose legal status shall be established at the end, and in the capacity in which they appear, **THEY STATE TO ME: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS:** That on _____ (date of signing the contract) _____ a purchase and sale energy contract was entered into for a total contract power of _____ (Contract Power) MW of power to be installed and its associated energy , between ____ (vendor)_____ in its capacity as (a vendor of energy)_____ and the ____ (Buyer)_____ in its capacity as an energy, buyer, valid from the _____ (date of commencement of supply in the contract _____ and _____ (completion date of supply as per the contract)_____ in which case, if ____ (Bidder)_____ is awarded the bid of DELSUR-CLP-RNV-001-2013 it could be used to back up a maximum of ____ (Maximum power backup through this contract)_____ MW of power to be installed and associated energy in the bid. I, the undersigned Notary ATTEST that the legal status of the legal representative is legitimate and enough for I have had at sight (describe the document establishing the legal status of the legal representative). Thus did the appearing party expressed himself/herself and to whom I explained the legal effect of this Notarial Act that is written in (number of useful pages) working sheets and having read as it was by me completely all that was written and in one single act without interruption, he/she stated his/her agreement, ratified its content, and we signed jointly. **I ATTEST.-**

Signature of Legal Representative
For the Bidder

Signature of Legal Representative
For the Generator who will back up the
Bid

Signature of Notary

NOTE: The above document shall be signed by the Legal Representative of the company, not by the Proxy or other type of officer. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the Terms and Conditions of these Rules.

D. IRREVOCABLE PLEDGE FORM FOR SIGNING AN ENERGY PURCHASE CONTRACT TO BACK THE BID BY A BIDDING TRADING COMPANY.

In the city of ____ (State, Department, Province) ____, ____ (Country) ____, at _____ hours on _____ in the year two thousand _____. Before me, (full name of notary), a notary residing at _____ APPEAR: (name of legal representative), who signs “_____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type of identity document used), acting on behalf of (name of company or partnership), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Sole Administrator, etc.) of the company whose legal status I will establish at the end; and (name of legal representative of the company, who signs “_____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his/her ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type identity document to be used), acting on behalf of (name of company), residing at _____, _____, who acts in his/her capacity as (position of the legal representative or representative of the Proponent of the society, including for example: Chairperson of the Board, General Manager, Single Manager, etc.) of the said company, whose legal status shall be established at the end, and in the capacity in which they appear, **THEY STATE TO ME: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS:** That in case ____ (Proponent) _____ were awarded Bid DELSUR-CLP-RNV-001-2013 ____ (generator which will support) _____ and ____ (Proponent) _____, both companies are committed to sign no later than ____ (signing date of contract supply) _____, a contract of sale for a maximum of _____ MW of firm power to be installed and its associated energy for a period that includes the period beginning on ____ (starting date of contract supply) _____ and ends on ____ (date of completion of the contract supply) _____ which will be used by ____ (Bidder) _____ to support its bid in Bid DELSUR-CLP-RNV-001-2013. Also agrees to submit no later than five business days after the signing of the related contract, a notarized affidavit signed the contract (written based on the format e) of Annex 5.2 of these rules). I, the undersigned Notary Public ATTEST that is legitimate and enough in acting for those appearing because I had in view (relate of the legal representative) That the respondent, to whom I explained the legal effect of these minutes was expressed notarial consisting of (number of sheets) useful sheets, and I having read them in full, in one uninterrupted act, they ratify its content, express their agreement and sign. I ATTEST.

Signature of Legal Representative
For the Bidder

Signature of Legal Representative
For the Generator who will back up the
Bid

Signature of Notary

FOR AUTHORIZING NOTARY: The above document shall be signed by the Legal Representative of the company, not by the Proxy or other type of officer. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

E. IRREVOCABLE PROMISE FORM FOR REGISTRATION IN THE REGISTERS OF SIGET AND UT.

In the city of ____ (State, Department, Province)____, ____ (Country)____, at _____ hours on _____ in the year two thousand _____. Before me (full name of notary) residing at _____, **APPEAR:** (name of legal representative of the company or partnership), who signs “ _____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type of identity document used), acting on behalf of (name of company or partnership), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal status shall be established at the end, and in the capacity in which they appear, **HE/SHE STATE TO ME: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS:** That if the ____ (Bidder)____ should be a successful bidder in the Tender Process DELSUR- CLP-RNV-001-2013, it undertakes to register itself as an operator in the Electricity Market of El Salvador with the Registers of SIGET and the UT and to submit to the distribution companies with whom it shall sign the supply contract resulting from the said call for tenders all documents supporting such registration not later than 1 September 2016. I, the undersigned Notary ATTEST that the legal status of the legal representative is legitimate and enough in acting for those appearing because I had in view (relate of the legal representative) That the respondent, to whom I explained the legal effect of these minutes was expressed notarial consisting of (number of sheets) useful sheets, and I having read them in full, in one uninterrupted act, they ratify its content, express their agreement and sign. I ATTEST.

Signature of Legal Representative

Signature of Notary

For the Bidder

NOTE: The above document shall be signed by the Legal Representative of the company, not by the Proxy or other type of officer. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

F. INTENTIONALLY BLANK

G. INTENTIONALLY BLANK

H. IRREVOCABLE PLEDGE FORM TO SIGN THE OPERATIONS CONTRACT OF THE GENERATING UNITS TO BE INSTALLED.

In the city of ____ (State, Department, Province)____, ____ (Country)____, at _____ hours on _____ in the year two thousand _____. Before me, (full name of notary), a notary residing at _____ APPEAR: (name of legal representative), who signs “_____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type of identity document used), acting on behalf of (name of company or partnership), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Sole Administrator, etc.) of the company whose legal status I will establish at the end; and (name of legal representative of the company, who signs “_____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his/her ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type identity document to be used), acting on behalf of (name of company), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Single Manager, etc.) of the said company, whose legal status shall be established at the end and, in the capacity in which they appear, **HE/SHE STATE TO ME: THAT UNDER OATH THEY DECLARE AS FOLLOWS:** both companies ____ (generator which will install the machines)_____ and _____ (entity that will operate generation machines)_____, should be awarded the tender process number DELSUR-CLP-RNV-001-2013 will undertake to sign a service contract for the operation of generating machines that ____ (name generator) ____ will install in ____ (Place of installation of machines)_____ valid for a period of three years from the date of commencement of commercial operation of such machines, which is scheduled for ____ (date of commercial operation of the generating machines)_____. I, the undersigned Notary ATTEST that the legal status of the legal representative is legitimate and enough for I have had at sight (describe the document establishing the legal status of the legal representative). Thus did the appearing party expressed himself/herself and to whom I explained the legal effect of this Notarial Act that is written in (number of useful pages) working sheets and having read as it was by me completely all that was written and in one single act without interruption, he/she stated his/her agreement, ratified its content, and we signed jointly. **I ATTEST .-**

Signature of Legal Representative of the Bidder

Signature of Legal Representative of the Generator that will support offer

Signature of Notary

NOTE: The above document shall be signed by the Legal Representative of the company, not by the Proxy or other type of officer. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

I. SWORN STATEMENT OF ACCURACY OF INFORMATION AND AUTHORIZATION FOR VERIFICATION BY THE DISTRIBUTOR

In the city of ____ (State, Department, Province) ____, ____ (Country) ____, at _____ hours on _____ in the year two thousand _____. Before me (full name of notary) residing at _____, **APPEARS:** _____ (name of legal representative of the company or institution), of _____ years of age, _____ (profession or occupation), residing at _____; with _____ number _____ (state appropriate identity document used), acting on behalf and in representation of _____ (name of the company or institution), of _____ nationality, domiciled in _____, in his/her capacity as _____ (title of the legal representative of the company, including for example.: Chairperson of the Board, General Manager, Sole Administrator, etc..) of said company, and in such a capacity, hereby he/she **DECLARES AND EXHIBITS UNDER OATH** : That in view of the fact that his/her is participating in the tender process DELSUR-CLP-RNV-001-2013, I give my express consent and authorization to the Tender Evaluation Committee (CEO) to inspect, analyze and verify whether the information and documentation provided are true and, consequently, compliant with the requirements of the respective Tender Rules. In light of the foregoing, he/she declares under his/her responsibility of my client and oath that the information provided to prove compliance with the requirements in the above-mentioned tender process is true and authentic, and assumes the legal liabilities for misrepresentation or omission. The determination of the lack of veracity, misrepresentation or concealment of all or part of the information submitted, shall be grounds for breach of the relevant Tender Rules, and will lead to disqualification than I represent in the Tender Process specified above, without any liability for the bidding Distributing Companies, DELSUR, the Tender Evaluation Committee or SIGET. I, the undersigned Notary **ATTEST** that the legal status of the legal representative is legitimate and enough for I have had at sight (describe the document establishing the legal status of the legal representative). Thus did the appearing party expressed himself/herself and to whom I explained the legal effect of this Notarial Act that is written in (number of useful pages) working sheets and having read as it was by me completely all that was written and in one single act without interruption, he/she stated his/her agreement, ratified its content, and we signed jointly. I **ATTEST** .-

Signature of Legal Representative
Of the Bidder

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

J. SWORN STATEMENT FORM OF SOCIAL RESPONSIBILITY

In the city of ____ (State, Department, Province)____, ____ (Country)____, at _____ hours on _____ in the year two thousand _____. Before me (full name of notary) residing at _____, **APPEAR:** (name of legal representative of the company or partnership), who signs “_____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type of identity document used), acting on behalf of (name of company or partnership), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal status shall be established at the end, and in the capacity in which they appear, **HE/SHE STATE TO ME: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS:** That in case ____ (The Bidder) ____ should be a successful bidder in the Tender Process DELSUR-CLP-RNV-001-2013, the Bidder promises to bring social and economic development to the site where the unit will be installed, executing works that will be proposed and prioritized by communities and approved by the mayor of the municipality where the project will be developed, in coordination with the Social Investment Fund for Local Development (FISDL), an amount equal to 3% of annual income amount for the sale of energy. The first list with the description of such works shall be submitted to the seller by the Mayoralty and FISDL together, within the period of six months after signing the contract, and for subsequent years, the list of the works required for the following year, will be submitted no later than the last day of the month of May each year. The period of execution of these works shall start eighteen months after signing the contract. The amount payable in U.S. dollars, which the seller will disburse per year for the execution of the works, will be the result of multiplying te number 0.03 (3.00%) by net sales reported for that year, up to a maximum period of 20 years. No later than September of each year, the Contractor shall submit a report by an external auditor to the Distributor in order to verify the expenses incurred for this concept from July of the previous year up to June of the current year, as well as a detail of the works. Thus did the appearing party expressed himself/herself and to whom I explained the legal effect of this Notarial Act that is written in (number of useful pages) working sheets and having read as it was by me completely all that was written and in one single act without interruption, he/she stated his/her agreement, ratified its content, and we signed jointly. I **ATTEST .-**

Signature of Legal Representative
For the Bidder

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

K. FORM OF SWORN STATEMENT ENSURING COMPLIANCE WITH APPLICABLE LAW AND REQUIREMENTS FOR PROCESSING OF PERMITS AND LICENSES

In the city of ____ (State, Department, Province)____, ____ (Country)____, at _____ hours on _____ in the year two thousand _____. Before me (full name of notary) residing at _____, **APPEAR:** (name of legal representative of the company or partnership), who signs “ _____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type of identity document used), acting on behalf of (name of company or partnership), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal status shall be established at the end, and in the capacity in which they appear, **HE/SHE STATE TO ME: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS:** That in case the ____ (the Bidder)____ should be a successful bidder in the Tenders Process No. DELSUR-CLP-RNV-001-2013, the Bidder undertakes to meet all the requirements of the applicable legislation and process in a timely manner all environmental, municipal and governmental permits and licenses and, in general, any type of study, permit or license necessary for planning, preparation, construction, installation, and commercial commissioning of the New Generating Units. Also, ____ (the Bidder)____ exonerates **the Distributor** of any responsibility in case one or more such permits or licenses could not be obtained in a timely manner as required by applicable law. I, the undersigned Notary ATTEST that the legal status of the legal representative is legitimate and enough for I have had at sight (describe the document establishing the legal status of the legal representative). Thus did the appearing party expressed himself/herself and to whom I explained the legal effect of this Notarial Act that is written in (number of useful pages) working sheets and having read as it was by me completely all that was written and in one single act without interruption, he/she stated his/her agreement, ratified its content, and we signed jointly. **I ATTEST .-**

Signature of Legal Representative
For the Bidder

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

L. FORM OF SWORN STATEMENT DETAILING THE ELECTRICITY-GENERATING PLANTS FOR WHICH THE BIDDER OR ITS AFFILIATES HAS PERFORMED, HIRED OR OVERSEEN THE DESIGN, ENGINEERING AND CONSTRUCTION.

In the city of ____ (State, Department, Province)____, ____ (Country)____, at _____ hours on _____ in the year two thousand _____. Before me (full name of notary) residing at _____, **APPEARS:** (name of legal representative of the company or partnership), who signs “_____”, of _____ years of age, (profession or occupation), residing at _____ (person known to me and who bears his ... or, person whom I do not know but identify by his ... as the case may be, establish the appropriate type of identity document used), acting on behalf of (name of company or partnership), residing at _____, _____, who acts in his/her capacity as (position of the legal representative of the society, including for example: Chairperson of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal status shall be established at the end, and in the capacity in which they appear, **HE/SHE STATE TO ME: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS:** I represent that my client has been the company responsible for:

a. Performing the design, engineering, construction and commissioning of the power plants detailed below (detail for each of the plants the following information):

Name of the plant: _____
Installed capacity (MW): _____
Geographic location (in UTM coordinates): _____
Date of commissioning: _____
Details of the official who can validate the information:
Name: _____
Company where he/she works: _____
Position: _____
Responsibility in the project: _____
Telephone: _____
Email: _____

b. Supervising and contracting the design, engineering, construction and commissioning of the power plants detailed below (detail for each of the plants the following information):

Name of the plant: _____
Installed capacity (MW): _____
Geographic location (in UTM coordinates): _____
Date of commissioning: _____
Details of the official who can validate the information:
Name: _____
Company where he/she works: _____
Position: _____
Responsibility in the project: _____
Telephone: _____
Email: _____

Company responsible for engineering: _____
Details of official who can validate the information:
Name: _____
Company where he/she works: _____
Position: _____
Responsibility in the project: _____
Telephone: _____
Email: _____

Company responsible for construction and commissioning: _____
Details of official who can validate the information:
Name: _____
Company where he/she works: _____
Position: _____

Responsibility in the project: _____
Telephone: _____
Email: _____

c. That all generation plants listed in this document are currently in commercial operation.

I, the undersigned Notary ATTEST that the legal status of the legal representative is legitimate and enough for I have had at sight (describe the document establishing the legal status of the legal representative). Thus did the appearing party expressed himself/herself and to whom I explained the legal effect of this Notarial Act that is written in (number of useful pages) working sheets and having read as it was by me completely all that was written and in one single act without interruption, he/she stated his/her agreement, ratified its content, and we signed jointly. **I ATTEST .-**

Signature of Legal Representative
of the Bidder

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

M. FORM FOR IRREVOCABLE PLEDGE UNDERTAKING TO SIGN A CONTRACT TO PERFORM OR TO CONTRACT AND SUPERVISE THE DESIGN AND / OR CONSTRUCTION OF THE PLANT TO BE INSTALLED.

In the city of ____ (State, Department, Province)____, ____ (Country)____, at _____ hours on _____ in the year two thousand _____. Before me, (full name of notary), a notary residing at _____ APPEAR: (name of Legal Representative), who signs " _____ " _____ years old, (profession or trade), resident in _____, (person known to me and carrying his/her ... or, people who do not know but identified by his/her ..., as the case may be), ---link suitable identification---, acting on behalf of _____ (name of firm or company)____, of _____ nationality, residing in _____, acting in his capacity as (title of legal representative of the company, including: Chairman of the Board, General Manager, Sole Administrator, etc.) of the company, whose legal capacity at the end I will relate, and (name of legal representative), who signs " _____ ", _____ years old, (profession or trade), resident in _____ (person known to me and carrying his/her ... or, people who do not know but identified by his/her ..., as the case may be), ---link suitable identification---, acting on behalf of _____ (name of firm or company)____, of _____ nationality, residing in _____, acting in his/her capacity as (title of legal representative of the company, including: Chairman of the Board, General Manager, Sole Administrator, etc.) of the company, whose legal capacity at the end I will relate, and in the character appearing, **THEY TELL ME: THAT UNDER OATH THEY DECLARE THE FOLLOWING:** Both companies ____ (Proponent or generator who will provide backup)____ and _____ (entity that will be responsible of making or hiring and supervising the design and/or construction of the plant)____ undertake to sign a contract, If the Proponent were awarded bid number DELSUR -CLP-RNV-001-2013, in order that _____ (entity that is responsible for making or hiring and overseeing the design and/or construction of the plant)____ makes or hires and oversees the design and/or construction of the generating units with which _____ (Proponent)____ shall provide support for the offer to be submitted to the bid indicated above. I, the undersigned Public Notary, ATTEST that legal capacity is legitimate and enough in acting for those appearing because I had in view (relate the legal capacity of those appearing). So expressed the appearing, to whom I explained the legal effects of this instrument which consists of (number of sheets) useful sheets, and having I read them in full, in one uninterrupted act, they ratify their content, express their agreement and sign. **I ATTEST. -**

Signature of Legal Representative
of the Bidder

Signature of Legal Representative
of the Generator that will support offer

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

ANNEX 5.3 GUARANTIES

Note: *the model described below is for the Bid Bond, which shall be provided at the time indicated in the Tender Rules.*

A. WARRANTY MAINTENANCE OF BID (BID BOND)

(Name of the person representing the Bank, Insurance Company or Bonding Company), of legal age, ---profession or occupation---, residing at _____, with (Identity document type) number _____, acting on behalf and representation of (Name of Bank, Insurance Company or Bonding Company issuing the guaranty), in my capacity as _____ thereof, residing at _____, with Taxpayer's Identification Number _____, who hereinafter shall be referred to as "_____", by these presents **I MAKE KNOWN:** That (Name of Bank, Insurance and Bonding Company issuing the bond) binds itself as GUARANTOR of (Name of Bidder) in favor of (name of distribution company), up to the amount of _____ U.S. DOLLARS to guarantee full and strict compliance with the bids for a total of _____ MW of maximum power to be installed and its associated energy submitted by (Name of Bidder) hereinafter called "the Bidder", domiciled at _____, under the International Public Tenders No. DELSUR-CLP-RNV-001-2013, entitled "FREE COMPETITION PROCESS CALLED FOR BY (the distribution company), FOR THE SUPPLY OF _____ MW OF POWER TO BE INSTALLED AND ITS ASSOCIATED ENERGY" to be performed for a term of _____ years, beginning on _____. Also, if the Bidder is fully or partially awarded the supply of Firm Power and Associated Energy under the aforementioned Tender Process, (Name of Bank, Insurance Company or Bonding Company issuing the guaranty) also ensures that the Bidder will enter into the respective supply contract within the time and in the manner set forth in the aforementioned Tender Rules. This Bond shall be valid for a period of **ONE HUNDRED AND FIFTY DAYS** from (date of submittal of Bids). Once the term is expired and no claims whatsoever are made on the part of (the distribution company), the liability of (Name of Bank, Insurance Company or Bonding Company issuing the guaranty) shall be extinguished, and this guaranty shall be deemed cancelled, although the original document should not yet be returned. The execution of this Bond shall require merely the official communication of (the distribution company) given in writing to (Name of Bank, Insurance Company or Bonding Company issuing the guaranty). For the legal purposes deriving from this bond, the Bank constitutes its special domicile in this city, and submits itself to the jurisdiction of its courts, the Bank waives the benefit of excussio and the right to require the depositary of sequestered property, who shall be appointed by (distributor company) to procure a Bond. In witness whereof I have signed this bond document, in the city of _____, on the _____th day of the month of _____ in the year _____.

(Signature)

Note: *The Guaranty shall be issued by a Bank, Insurance Company or Bonding Company lawfully operating in El Salvador and which is duly authorized by the Superintendence of the Financial System of El Salvador. The signature of the person signing the said Bond shall be authenticated by notarial certificate and the authorizing notary must make reference to both the legal status of the grantee and the legal capacity its Legal Representative acts in.*

B. PREOPERATIVE GUARANTY

Date: DATE SIGNATURE OF CONTRACT

Irrevocable Stand-by Letter of Credit No.

[Distributor]

[Address]

[Insert name of Successful Bidder]

Dear Sirs:

At the request of our client(s), _____ and complying with its (their) instructions, the undersigned issuing entity (the "Issuing Entity") hereby establishes this Irrevocable Stand-by Letter of Credit (the "Letter of Credit") to the extent of U.S _____ dollars (US\$ _____) (the "Guaranteed Amount") in favor of [Distributor], in order to guarantee the obligations of (the "Successful Bidder"), for the fulfillment of all and each of its obligations arising from the Contract for installation in due time and proper form of the machines that will support the supply, from a period of 30 days after the start of commercial operation, and fulfillment of each and every one of its obligations arising from the Tender Rules of DELSUR CLP-RNV-001-2013, published on 4 December 2013 (the "Tender Rules").

Subject to the remaining provisions contained in this Letter of Credit, [the Distributor] may ask the Issuer for partial or full payment of the guaranteed amount by submitting a written request, specifying the amount to be paid and indicating the existence of any of the assumptions established in the contract.

The Issuer shall honor the Requests for Payment made by [the Distributor] in accordance with the terms of this Letter of Credit, and agrees to pay fully the guaranteed amount according to the Request for Payment.

The Request for Payment is to be submitted at the dates and hours the Issuer is open to the public. The Issuer binds itself to pay to [the Distributor] the amounts specified in the corresponding Request for Payment in immediately available funds no later than forty-eight (48) hours from the time in which [the Distributor] submitted the corresponding Request for Payment to the Issuer, excluding for this period the hours for those days on which the Issuing Bank is not open to the public in accordance with the provisions of the Superintendence of the Financial System. The Issuer shall make all payments under this Letter of Credit with its own funds. If the Request for Payment does not comply with any of the requirements provided by this Letter of Credit, the Issuer shall immediately notify [the Distributor] through written notice delivered at the domicile and to the business area established in the heading of this Letter of Credit or at a domicile previously specified in writing by [the Distributor] for that purpose. This notice shall contain the reason why the Issuer rejected the Request for Payment and shall put said Request for Payment at the disposal of [the Distributor]. [The Distributor] may resubmit any Request for Payment (either after the initial rejection or after any subsequent rejection). All payments to the Issuer made to [the Distributor] under this Letter of Credit shall be made by wire transfer of immediately available funds to the bank account stated by [the Distributor] in the corresponding Request for Payment.

This Letter of Credit shall expire when the first of the following conditions occurs: (a) When the Successful Bidder delivers this original Letter of Credit to the Issuer, which shall be deposited with and be available to the Distributor, while the related Contract remains in effect; (b) When the full payment of the Guaranteed Amount is made in accordance with the terms of this Letter of Credit, or (c) When [the Distributor] notifies the Issuer of the cancellation of this Letter of Credit. [The Distributor] may not submit to the Issuer any Request for Payment once the Request for Payment has expired, and the Issuer is not obliged to make any payment under this Letter of Credit in connection with any Request for Payment submitted after the Expiry Date.

All fees charged by the Issuer related to the issuance or fulfillment of this Letter of Credit (including without limitation the negotiation, payment, extension of due date or transfer) will be borne by the Successful Bidder, and in no case shall they be charged by the Issuer to [the Distributor].

In all aspects not covered by it, this Letter of Credit shall be governed and construed in accordance with the laws of El Salvador. Any dispute arising thereof shall be settled exclusively by the Salvadoran courts based in the City of San Salvador. Any communications issued by [the Distributor] regarding this Letter of Credit shall be in writing and shall be delivered by hand with acknowledgment of receipt at the appropriate address.

Sincerely,

Issuer

Agent of Issuer

Issuer Address

Note: *The unconditional and irrevocable letter of credit in favor of the Distributor shall be issued by a Bank, Insurance Company or Bonding Company lawfully operating in El Salvador and which is duly authorized by the Superintendence of the Financial System of El Salvador. The signature of the person signing the said Bond shall be authenticated by notarial certificate and the authorizing notary must make reference to both the legal status of the grantee and the legal capacity its Legal Representative acts in.*

C. CONTRACT PERFORMANCE WARRANTY

Note: the following is a model of a Contract Performance Bond which shall be procured before the start of the supply period and renewed annually.

BOND No. _____

(Name of the person representing the Bank, Insurance Company or Bonding Company), of legal age, ---profession or occupation---, residing at _____, with (Identity document type) number _____, acting on behalf and representation of (Name of Bank, Insurance Company or Bonding Company issuing the guaranty), in my capacity as _____ thereof, residing at _____, with Taxpayer's Identification Number _____, who hereinafter shall be referred to as "_____", by these presents **I MAKE KNOWN:** That (Name of Bank, Insurance Company or Bonding Company issuing the guaranty) shall constitute itself as **GUARANTOR** of (name of Bidder), in favor of (the distribution company), to warrant performance Contract No. _____ entered into by (the distribution company) and (The Bidder) for the **SUPPLY OF POWER TO BE INSTALLED AND ENERGY** arising from the **FREE COMPETITIVE TENDER PROCESS CALLED FOR BY DELSUR S.A. DE C.V., FOR THE SUPPLY OF 100 MW OF POWER TO BE INSTALLED AND ASSOCIATED ENERGY.**

The purpose of this Bond is to guarantee the faithful performance of each and every one of the obligations of [name of Bidder] set out in the Supply Contract, which is valid for a period of _____ months

Hereby, (Name of Bank, Insurance Company or Bonding Company issuing the guaranty) hereinafter referred to as THE GUARANTOR, undertakes before (indicate name of Distributor) hereinafter referred to as THE DISTRIBUTOR, to ensure the performance of each and every one of the obligations of _____ (The Bidder) _____ contained in the Contract for the Supply of _____ MW of Power to be installed and Contract Energy at the Delivery Points for a period of _____ years commencing on _____ 20____.

Therefore, if the Bidder fails to comply with the guaranteed obligations described above, THE GUARANTOR shall be bound to comply with same under the following conditions and stipulations:

1. The amount that THE GUARANTOR shall pay the Distributor as compensation for the damage caused by the breach of contract shall be _____ **U.S. DOLLARS AND _____ CENTS.** THE GUARANTOR guarantees only the faithful performance of the SUPPLY OF THE CONTRACT POWER TO BE INSTALLED AND CONTRACT ENERGY DURING THE CONTRACT TERM in accordance with the provisions of THE CONTRACT.
2. Any new liability arising from changes or modifications to this CONTRACT shall not be guaranteed by the GUARANTOR, unless the latter gives its previous consent in writing to the Distributor.
3. THE GUARANTOR shall not be liable for damages and losses arising by reason of force majeure or acts of God or strikes not attributable and legally verifiable to THE BIDDER.
4. THE GUARANTOR shall be discharged from liability under this bond in the event of breach by THE BIDDER if THE DISTRIBUTOR did not complain of such a breach before THE GUARANTOR within thirty (30) calendar days from the date the Distributor was aware of the breach, providing a narrative of key facts.
5. THE GUARANTOR undertakes to respond on behalf of THE BIDDER and in favor of THE DISTRIBUTOR, with the compensation detailed above no later than _____ calendar days after filing the appropriate claim, which must be done in writing and consistent with the exercise of due diligence.

D. CONTRACT PAYMENT BOND

Note: the following is a model Contract Payment Bond, which must be provided before the start of the supply period and be renewed annually.

BOND No. _____

(Name of the person representing the Bank, Insurance Company or Bonding Company), of legal age, ---profession or occupation---, residing at _____, with (Identity document type) number _____, acting on behalf and representation of (Name of Bank, Insurance Company or Bonding Company issuing the guaranty), in my capacity as _____ thereof, residing at _____, with Taxpayer's Identification Number _____, who hereinafter shall be referred to as "_____", by these presents **I MAKE KNOWN:** That (Name of Bank, Insurance Company or Bonding Company issuing the guaranty) shall constitute itself as **GUARANTOR** of (the distribution company), in favor of (name of Bidder), to warrant payment of Contract No. _____ entered into by (the distribution company) and (The Bidder) for the **SUPPLY OF POWER TO BE INSTALLED AND ENERGY** arising from the **FREE COMPETITIVE TENDER PROCESS CALLED FOR BY DELSUR S.A. DE C.V., FOR THE SUPPLY OF 100 MW OF POWER TO BE INSTALLED AND ASSOCIATED ENERGY.**

The purpose of this Bond is to guarantee the faithful performance of each and every one of the obligations of [the distribution company] set out in the Supply Contract, which shall be valid for a period of _____ months

Hereby, (Name of Bank, Insurance Company or Bonding Company issuing the guaranty) hereinafter referred to as THE GUARANTOR, undertakes before (the Bidder) hereinafter referred to as THE BIDDER, to ensure the performance of each and every one of the obligations of (the Distributor company) to guarantee payment in accordance with the Contract for the Supply of _____ MW of Contract of Power to be Installed and Contract Energy at the Delivery Points for a period of _____ years commencing on _____ 20____.

Therefore, if the distribution company fails to comply with the guaranteed obligations described above, THE GUARANTOR shall be bound to comply with same under the following conditions and stipulations:

1. The amount that THE GUARANTOR shall pay THE BIDDER as compensation for the damage caused by the breach of contract, shall be _____ U.S. DOLLARS AND _____ CENTS. THE guarantor only guarantees the faithful performance of executing PAYMENT FOR THE SUPPLY OF THE CONTRACT OF POWER TO BE INSTALLED AND CONTRACT ASSOCIATED ENERGY DURING THE CONTRACT TERM in accordance with the provisions of THE CONTRACT.
2. Any new liability arising from changes or modifications to this CONTRACT shall not be guaranteed by the GUARANTOR, unless the latter gives its previous consent in writing to the Distributor.
3. THE GUARANTOR shall not be liable for damages and losses arising by reason of force majeure or acts of God or strikes not legally attributable to THE DISTRIBUTOR.
4. THE GUARANTOR shall be discharged from liability under this bond in the event of breach by the Distributor if the Bidder did not complain of such a breach before THE GUARANTOR within thirty (30) calendar days from the date the Bidder was aware of the breach, providing a narrative of the key facts.
5. THE GUARANTOR undertakes to respond on behalf of THE DISTRIBUTOR and in favor of THE BIDDER, with the compensation detailed above no later than _____ calendar days after filing the appropriate claim, which must be done in writing and consistent with the exercise of due diligence.

ANNEX 5.4

5.4.1. DUE DILIGENCE QUESTIONNAIRE



To: AES Business Partners, Vendors and Suppliers

From: AES Compliance Department

Re: Due Diligence Questionnaire

AES El Salvador and its subsidiaries hereinafter “AES El Salvador” are committed to maintaining ethical standards in all business dealings. It is expected for all staff of AES EL SALVADOR and all parties involved in providing services and/or equipment for AES El Salvador to comply with all applicable laws and regulations and demonstrate ethical conduct in their business relationships and decisions. To this end, AES EL SALVADOR has implemented a comprehensive Compliance Manual to ensure that the highest legal and ethical standards are observed in all business transactions. The Compliance Manual includes the “Know Your Business Partner” program, which requires AES EL SALVADOR to conduct due diligence into potential business partners before entering into any agreement.

The first step in the due diligence process is complete the attached Questionnaire for Due Diligence Compliance. This questionnaire provides AES EL SALVADOR the necessary information to conduct our due diligence to ensure compliance. Please completely fill the Due Diligence Compliance Questionnaire and return it to your AES El Salvador contact.

In addition, all contracts and purchase orders must contain contractual provisions that require business partners to comply with all applicable laws against bribery, money laundering, terrorism and laws and regulations regarding economic sanctions.

We appreciate your cooperation in completing AES El Salvador’s Questionnaire for Due Diligence Compliance.

THE AES CORPORATION

Compliance

DUE DILIGENCE QUESTIONNAIRE PARTNER

Company Name:

Address: _____

3. Phone: _____ Fax: _____

E-mail: _____

4. Taxpayer Identification Number: _____

5. Type of Company:

Natural Person ____ Corporation ____ Limited Partnership / Collective ____ Other: _____

Country / State where the Company is registered: _____

6. Will the services of third parties be contracted to carry out the contract? Yes ____
No ____

If your answer is yes, list those subcontractors which you are aware of at this moment:
(address, city, state and/or country) _____

7. Owners / Shareholders / Partners (Ownership participation should total 100%. If the company is publicly traded, all shareholders owning 5% or more must be identified). For legal persons, please provide the full legal name, location (city / country). Please provide full names (with 2 surnames), citizenship (city / country)

Name _____ % of ownership _____

Name _____ % of ownership _____

Name: _____ % of ownership _____

Name _____ % of ownership _____

Name: _____ % of ownership _____

Name _____ % of ownership _____

8. Board Members.

Please provide full names (with 2 surnames), citizenship (city / country)

Name: _____

Name: _____
Name: _____
Name: _____
Name: _____
Name: _____
Name: _____

9. Officials (or people who hold similar positions).
Please provide full names (with 2 surnames), citizenship (city / country)

President / CEO:
Director of Finance:
Director of Operations:
Executive Director:
Sales and Marketing Director: _____
Other: _____

10. List all other employees who will work on the project or transaction. Provide full names. Please provide full names (with 2 surnames), citizenship (city / country)

Name: _____ position _____
Name: _____ position _____
Name: _____ position _____
Name: _____ position _____
Name: _____ position _____
Name: _____ position _____

11. List all related companies and the parent company.
Please provide the full legal name, address (city / country):

Name _____
Name _____
Name _____
Name _____
Name _____
Name _____
Name _____

12. List all subsidiaries and other branches:
Please provide the full legal name, address (city / country):

Name _____

Name _____

Name _____

Name _____

13. Trade references. Include contact name and phone:

Company: _____ Project: _____

Name: _____ Telephone: _____

Email: _____

Company: _____ Project: _____

Name: _____ Telephone: _____

Email: _____

Company: _____ Project: _____

Name: _____ Telephone: _____

Email: _____

Company: _____ Project: _____

Name: _____ Telephone: _____

Email: _____

Company: _____ Project: _____

Name: _____ Telephone: _____

Email: _____

14. Country in which the project or transaction will be carried out: _____

15. General Information:

Years in Operation: _____

Describe in general the services provided:

16. Describe the experience and qualifications of the staff that will work on the project or transaction (or attach resumés):

17. Is there any company owner, majority shareholder, director, officer, senior manager or agent of the who is:

- (i) officer or employee of a government (other than the U.S.), branch of government (whether the executive, legislative, judicial or administrative branch), government entity or agency, including regional government bodies;
- (ii) officer or employee of a public-owned or controlled entity of government (other than the U.S. government);
- (iii) officer or employee of an international public organization;
- (iv) a person acting in an official capacity for or on behalf of such government or government branch, entity or department or international public organization;
- (v) a candidate for political or government office or person appointed to this position outside the United States; or
- (vi) an officer or employee of a political party outside the United States?

Yes No

If your answer is yes, please provide details: _____

18. Is there a family member of a company owner, majority shareholder, director, officer, senior management or agent who is:

- (i) officer or employee of a government (other than the U.S.), branch of government (whether the executive, legislative, judicial or administrative branch), government entity or agency, including regional governmental bodies;
- (ii) officer or employee of a government-owned or controlled entity of government (other than the U.S. government);

- (iii) officer or employee of an international public organization;
- (iv) a person acting in an official capacity for or on behalf of such government or government branch, entity or department or international public organization;
- (v) a candidate for political or government office or person appointed to this position outside the United States; or
- (vi) an officer or employee of a political party outside the United States?
Yes No

If your answer is yes, please provide details: _____

19. Is there any company officer or employee, or any party having an interest or position to benefit in any way (including receiving payments, commissions or anything of value), as a result of the proposed agreement to work on the project or transaction?

Yes No

If your answer is yes, please provide details: _____

20. Is there any official or employee of the Company who have a family relationship or is in some other situation that could create a conflict of interest³ with an officer or employee of AES-or at least the appearance of conflict of interest, as a result of this project or transaction?

Yes No

If your answer is yes, please provide details: _____

³Conflict of interest shall be understood to mean any situation or event in which it can be perceived that a personal benefit or private interest may influence the professional judgment or decision of an employee regarding the performance of its obligations to the Company. The existence of this type of situation does preclude our company from engaging in commercial, professional or any other capacity with any third party; what is sought is employees review the information in order to assess and ensure that there are no events that may cause harm to our organization. This is particularly important in sensitive situations, such as when a supplier or contractor with whom the employee has a family, business or friendship relationship is in the midst of a negotiation or tender process, and the employee is in a position of decision or holds confidential information that may be used in benefit of a third party.

21. To the best of your knowledge, has any owner, majority shareholder, director, senior management or agent of your company ever been:
- (i) named an Appointed Designee⁴ <<http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>>;
 - (ii) named in the lists of:
 - a) Specially Designated Nationals (<http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>);
 - b) Excluded Persons (<http://www.bis.doc.gov/dpl/Default.shtm>)
 - c) Entities (<http://www.bis.doc.gov/Entities/Default.html>),
 - d) Unverified Parties List (http://www.bis.doc.gov/Enforcement/UnverifiedList/unverified_parties.html)
 - e) Excluded individuals (<http://pmdtc.org/debar059.htm>) issued by the Departments of State, Commerce and Treasury of the United States, or
 - (iii) Named in any other list prepared by the Government of the United States, the United Nations or any other applicable jurisdiction?
Yes No

If your answer is yes, please provide details: _____

22. To the best of your knowledge, has your Company ever:
- (iv) Been formally charged or investigated by a competent government authority for a financial crime, including but not limited to fraud, bribery, corruption, money laundering or terrorist financing?
 - (v) Been convicted by a competent judicial authority for a financial crime? or
 - (vi) Been the subject of any asset blocking order or decision, confiscation or seizure for alleged violation of any law against money laundering or terrorism, or violation of any law against money laundering or terrorism?
Yes No

⁴Designated Person means any person, entity or country:

- a) whose name is specified in an Executive Order of the President of the United States of America regarding the appointment of said person or group as a terrorist or terrorist organization for the purpose of blocking the assets of such person or group
- b) who has received notification of the Government of the United States of America informing that all financial transactions involving its assets have been or will be blocked;
- c) who has been designated as a foreign terrorist organization, an organization that assists or provides support to a foreign terrorist organization or an entity subject to penalties, either by an Executive Order of the President of the United States of America or in the lists published by the Treasury Department of the United States of America (and its Office of Foreign Assets Control), including the list of Specially Designated Nationals, SNDs, the U.S. Department of Commerce or the U.S. State Department;
- d) who is or was charged, convicted or applied a decision or sentence in any process for violation of applicable laws and regulations, or the person whose assets have been seized, blocked, frozen or confiscated for violation of the laws against money laundering or international laws against terrorism

If your answer is yes, please provide details: _____

23. To the best of your knowledge, has your Company ever participated in a transaction involving:

(i) The receipt, transfer, transport, retention, use, structuring, diversion or concealment of the proceeds of criminal activities, whatever their type, including drug trafficking, fraud and bribery of a public official?

(ii) Participation or support, financing, helping or, assisting any terrorist, terrorist activity or organization? or

(iii) a Designated Person?

Yes No

If your answer is yes, please provide details: _____

24. Does your company have a program or code of conduct to guarantee compliance with all applicable laws and regulations and to ensure appropriate business conduct?

Yes No

If your answer is yes, provide AES with a copy of the Code of Conduct or Compliance program and indicate whether it applies to all employees who will work in this transaction with AES.

Yes No

CERTIFICATION, AUTHORIZATION AND COMMUNICATION

I hereby certify that the answers given here are true and correct. By completing and signing this Questionnaire and, if applicable, as representative of my employer, I hereby authorize The AES Corporation, its subsidiaries and affiliates or their representatives, to investigate and verify the information contained herein. A faxed copy of this document will be considered as valid as the original.

Signature

Name

Position

Company

Date

INSTRUCTIONS TO COMPLETE THE QUESTIONNAIRE FOR BUSINESS PARTNERS

This document presents a guide to successfully complete the due diligence questionnaire. It is very important that the questionnaire be completed correctly, since otherwise it will not be accepted.

I) General Considerations.

- The document must be printed out and completed in print or typed.
- In no case should the questionnaire be completed using Adobe or any other utility package.
- The document must contain an original signature and company stamp, if any.
- Once completed and signed, the questionnaire can be returned via email or in person. If sent electronically, it must be in pdf file format and must contain all nine (9) pages which make up the document.

II) Specific Considerations.

Question 1 - Company Name: In the case of legal persons, the name or designation should be stated as it appears in the articles of incorporation. Abbreviations may be used as they appear in the charter of incorporation.

In the case of natural persons, the full name should be typed out as it appears in the Single Identity Document (DUI), Resident Card issued by the Directorate General of Immigration or Passport.

Question 2 - Address: The address of the establishment or head office of the company must be stated.

Question 4 - Taxpayer Identification Number: The tax identification number (NIT) must be stated. If the business partner is a non-resident natural or legal person, write down “non-resident”

Question 6 - Will the services of third parties be contracted to perform the contract? If services will be outsourced, check the “Yes” box, and write the name of the company to be subcontracted. When writing down the company name, please refer to the indications for Question 1.

Question 7 - Owners / Shareholders / Partners: This question only applies to Legal Persons. In these cases, the names of the owners of 100% of the shares comprising the share capital must be stated. If the person is not a Salvadoran, nationality must be indicated.

Question 8 – Board Members: This question only applies to Legal Persons. In these cases, the names of the members of the Board or of the Sole Administrator, whichever the case may be, must be stated. If the person is not a Salvadoran, nationality must be indicated.

Question 9 - Officials: The names of the persons holding the positions indicated in the questionnaire or their equivalent, if there are any according to the administrative structure of the company, must be stated.

Question 10 - List other employees who will work on the project: The names of other employees directly involved in the execution of the work or provision services for AES must be stated.

Question 11 - List all related companies and the parent company. If the company is part of a commercial or financial conglomerate, the names of all other companies and the holding or parent company or parent must be stated.

Question 12 - List all subsidiaries and branches: In case the company has any interests or ownership links with other companies, the names of all such subsidiaries should be stated.

Question 13 - Trade References: List references of CLIENTS to whom you have provided similar services as those tendered to AES. Be sure to include contacts for reference that are accessible, since all references shall be verified. These references do not refer to commercial loans, but rather to similar services that have been rendered to

other customers. References should not include AES group companies in El Salvador or abroad.

Question 16 - General Information: State the years the company has been in operation, and describe the services provided by the company in general.

Question 17 - Staff Experience and Qualifications: You may add additional pages to include this information. In this section you may include information on technical or professional specializations required for the provision of services to AES.

If you have any questions regarding the information requested in the questionnaire, please contact Claudia Colocho, Compliance officer. AES El Salvador, AES El Salvador, at the telephone number (503) 2528-5224 or e-mail: claudia.coloch@aes.com

Incomplete or incorrect questionnaires will be returned, which can lead to delays in the contracting process

5.4.2. SWORN STATEMENTS

5.4.2.1. SWORN STATEMENT FOR NON-GOVERNMENTAL LEGAL PERSONS

Given in the city of _____ (State, Department, Province) _____, _____ (Country) _____, at _____ hours on _____ (Date) _____ in the year _____. Before me, (full name of notary), notary, residing in _____; APPEAR: (name of legal representative of the company or society), whose signature reads “_____”, of _____ years of age, (profession or occupation), residing in _____ (person whom I know and bearer of his/her ID document ... ; or, person whom I do not know but identify by his/her ID document ... , as the case may be), ---reference appropriate ID document---, acting on behalf and in representation of (name of company or society), of _____ nationality, residing in _____, acting in his/her capacity as (title of the legal representative of the company, e.g.: Chairman of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal capacity I shall set forth at the end; as well as the capacity in which he appears, **AND STATES: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS: I)** That none of the owners, agents, partners or shareholders of his /her Client holds the office of or the capacity as an official or public employee, nor forms part of the Council of Ministers of El Salvador; **II)** That none of the owners, agents, partners or shareholders with a share of over 10%, together or separately, of his/her client, is an employee who holds a leadership position at (the distribution company); **III)** That none of the owners, agents, partners or shareholders with a share of over 10%, together or separately, of his/her client, is a spouse or relative within the second degree of affinity and fourth degree of consanguinity of any of the members of the Tender Evaluation Committee (CEO) and the Tender Reception Committee (CRO) in the Tendering Process DELSUR-CLP-RNV-001-2013. I, the undersigned Notary attest that the legal capacity of the appearing party is legitimate having had the original (reference the mandate or appropriate document stating the legal status of the legal representative) before me. This was stated by the appearing party, to whom I explained the legal effects of this notarial certificate consisting of (number of useful pages) and, upon having read it back completely to the appearing party in one single uninterrupted act, the aforementioned appearing party ratified its content, expressed his/her agreement therewith and together we signed. **I ATTEST TO THE FOREGOING.-**

Signature of Legal Representative

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

5.4.2.2 SWORN STATEMENT FOR STATE ENTITIES

Given in the city of _____ (State, Department, Province) _____, _____ (Country) _____, at _____ hours on _____ (Date) _____ in the year _____. Before me, (full name of notary), notary, residing in _____; APPEAR: (name of legal representative of the company or society), whose signature reads “_____”, of _____ years of age, (profession or occupation), residing in _____ (person whom I know and bearer of his/her ID document ... ; or, person whom I do not know but identify by his/her ID document ... , as the case may be), ---reference appropriate ID document---, acting on behalf and in representation of (name of company or society), of _____ nationality, residing in _____, acting in his/her capacity as (title of the legal representative of the company, e.g.: Chairman of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal capacity I shall set forth at the end; and in their appearing capacities, **AND WHO STATES: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS: I)** That his/her client is a company incorporated pursuant to Legislative Decree _____ (or applicable law) **II)** That his/her client owns _____% of (Name of the Distributor) **III)** That none of the owners, agents, partners or shareholders with a share of over 10%, jointly or separately, of his/her represented company is an employee who holds a leadership position at (the distribution company); **IV)** That none of the owners, agents, partners or shareholders with a share of over 10%, together or separately, of his/her Client, is a spouse or relative within the second degree of affinity and fourth degree of consanguinity of any of the members of the Tender Evaluation Committee (CEO) and the Tender Reception Committee (CRO) in the Tendering Process DELSUR-CLP-RNV-001-2013. I, the undersigned Notary attest that the legal capacity of the appearing party is legitimate having had the original (reference the mandate or appropriate document stating the legal status of the legal representative) before me. Thus was stated by the appearing party, to whom I explained the legal effects of this notarial certificate consisting of (number of useful pages) and, upon having read it back completely to the appearing party in a single uninterrupted act, the aforementioned appearing party ratified its content, expressed his/her agreement therewith and together we signed. **I ATTEST TO THE FOREGOING.-**

Signature of Legal Representative

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

5.4.2.3 SWORN STATEMENT FOR STATE ENTITY’S SUBSIDIARIES

Given in the city of _____ (State, Department, Province) _____, _____ (Country) _____, at _____ hours on _____ (Date) _____ in the year _____. Before me, (full name of notary), notary, residing in _____; APPEAR: (name of legal representative of the company or society), whose signature reads “_____”, of _____ years of age, (profession or occupation), residing in _____ (person whom I know and bearer of his/her ID document ... ; or, person whom I do not know but identify by his/her ID document ... , as the case may be), ---reference appropriate ID document---, acting on behalf and in representation of (name of company or society), of _____ nationality, residing in _____, acting in his/her capacity as (title of the legal representative of the company, e.g.: Chairman of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal capacity I shall set forth at the end; and in their appearing capacities, **AND WHO STATES: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS: I)** That the state company NAME OF THE STATE COMPANY, is the owner of _____ % of the shares of the Distribution Companies (DETAIL FOR EACH OF THE DISTRIBUTION COMPANIES) **III)** That none of the owners, agents, partners or shareholders with a share of over 10%, jointly or separately, of his/her Client is an employee who holds a leadership position at (the distribution company); **IV)** That none of the owners, agents, partners or shareholders with a share of over 10%, together or separately, of his/her represented company, is a spouse or relative within the second degree of affinity and fourth degree of consanguinity of any of the members of the Tender Evaluation Committee (CEO) and the Tender Reception Committee (CRO) in the Tendering Process DELSUR-CLP-RNV-001-2013. I, the undersigned Notary attest that the legal capacity of the appearing party is legitimate having had the original (reference the mandate or appropriate document stating the legal status of the legal representative) before me. Thus was stated by the appearing party, to whom I explained the legal effects of this notarial certificate consisting of (number of useful pages) and, upon having read it back completely to the appearing party in a single uninterrupted act, the aforementioned appearing party ratified its content, expressed his/her agreement therewith and together we signed. **I ATTEST TO THE FOREGOING.-**

Signature of Legal Representative

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

5.4.2.4 SWORN STATEMENT. (FORMAT USED FOR AFFILIATED OR SUBSIDIARY LEGAL PERSONS)

Given in the city of _____ (State, Department, Province) _____, _____ (Country) _____, at _____ hours on _____ (Date) _____ in the year _____. Before me, (full name of notary), notary, residing in _____; APPEAR: (name of legal representative of the company or society), whose signature reads “_____”, of _____ years of age, (profession or occupation), residing in _____ (person whom I know and bearer of his/her ID document ... ; or, person whom I do not know but identify by his/her ID document ... , as the case may be), ---reference appropriate ID document---, acting on behalf and in representation of (name of company or society), of _____ nationality, residing in _____, acting in his/her capacity as (title of the legal representative of the company, e.g.: Chairman of the Board, General Manager, Sole Administrator, etc.) of the said company, whose legal capacity I shall set forth at the end; as well as the capacity of the appearing, **AND WHO STATES: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS: I)** That my client is an affiliated and/or subsidiary company of _____. ; **II)** That, during the Tendering Process, my client shall take any and every measure necessary to prevent any exchange of verbal or written tendering process information with bidding distributors which may have not been submitted on equal terms and opportunities as other bidding participants in the process. I, the undersigned Notary attest that the legal capacity of the appearing party is legitimate having had the original (reference the mandate or appropriate document stating the legal status of the legal representative) before me. Thus was stated by the appearing party, to whom I explained the legal effects of this notarial certificate consisting of (number of useful pages) and, upon having read it back completely to the appearing party in a single uninterrupted act, the aforementioned appearing party ratified its content, expressed his/her agreement therewith and together we signed. **I ATTEST TO THE FOREGOING.-**

Signature of Legal Representative

Signature of Notary

NOTE: The above document should be signed by the legal representative of the company, and not by the Trustee or any other official. Also, the legal representative must ask the Public Notary to authenticate or legalize his signature; duly relate the legal status with which legitimizes her actions. Finally, the above related document shall comply with the formalities set out in paragraph 13 of the terms and conditions of these Rules.

5.4.2.5. SWORN STATEMENT FOR NATURAL PERSONS

Given in the city of _____ (State, Department, Province) _____, _____ (Country) _____, at _____ hours on _____ (Date) _____ in the year _____. Before me, (full name of notary), notary, residing in _____; APPEAR: (name of legal representative of the company or society), whose signature reads “_____”, of _____ years of age, (profession or occupation), residing in _____ (person whom I know and bearer of his/her ID document ... ; or, person whom I do not know but identify by his/her ID document ... , as the case may be), ---state appropriate ID document---, **AND WHO STATES: THAT UNDER OATH HE/SHE DECLARES AS FOLLOWS: I)** That he/she does not hold the office or capacity of public official or employee, nor forms part of the Council of Ministers; **II)** That he/she is not an official, representative or employee of (the distribution company); **III)** That he/she is not a shareholder of (the distribution company); **IV)** That he/she is not a spouse, partner or relative within the second degree of affinity and fourth degree of consanguinity of any of the members of the Tender Evaluation Committee (CEO) and the Tender Reception Committee (CRO) in the tendering process DELSUR-CLP-RNV-001-2013. This was expressed by the appearing party, to whom I explained the legal effects of this notary public certificate consisting of (one pager) and, upon having read it back completely to the appearing party in a single uninterrupted act, the aforementioned appearing party ratified its contents, expressed his/her agreement therewith, and together we signed. **I ATTEST TO THE FOREGOING.-**

Signature of Bidder

Signature of Notary

NOTE: If the Bidder is acting in his/her own personal capacity and also identifies himself/herself with a business name in his/her bid, please state it in the Sworn Declaration and attach the document attesting to his/her registration with the Commercial Register. Finally, the document set forth above shall comply with the formalities set out in paragraph 13 of the Terms and Conditions of this Tender.

ANNEX 5.5 FORM FOR INQUIRIES, COMMENTS OR AMENDMENT PROPOSALS

INTERNATIONAL PUBLIC TENDER No. DELSUR-CLP-RNV-001-2013

SUPPLY OF 100 MW

DATE: _____

PARTICIPATING COMPANY INFORMATION.

NAME: _____

PARTICIPANT CODE: _____

COMMUNICATION No XX

TYPE OF COMMUNICATION:

INQUIRY COMMENT AMENDMENT PROPOSAL

DOCUMENTATION REFERENCE ON WHICH THE COMMUNICATION IS BASED:

- TENDER TERMS AND CONDITIONS:
- TENDER TIMELINE:
- MODEL CONTRACT
- DOCUMENTATION TO BE PRESENTED IN THE BID SUBMITTAL ENVELOPES
- APPLICABLE REGULATIONS
 - Law or regulation on which you want to conduct a communication: _____
- OTHER (Please specify): _____

ARTICLE, SECTION AND PARAGRAPH ON WHICH YOUR INQUIRY, COMMENT OR MODIFICATION PROPOSAL IS BASED:

COMMENT, MODIFICATION PROPOSAL OR INQUIRY BACKGROUND INFORMATION: _____

SPECIFIC QUESTION YOU WISH THE DISTRIBUTOR TO PROVIDE AN ANSWER TO. _____

Note: In order that the inquiry, comment or modification proposal be evaluated by the distribution company, the information contained therein shall include the details specified in this Annex

In the case that a communication document sent to the Distributor contains several inquiries, comments or modification proposals, the information relating to the participating company shall be stated only once.

ANNEX 6

Distribution Company	Power block No 1 Wind Energy Required (%) 40 MW to Install	Power block No 2 Photovoltaic Power Required (%) 60 MW to Install
CAESS	41.84%	41.84%
DELSUR	27.39%	27.39%
AES CLESA	15.41%	15.41%
EEO	10.82%	10.82%
DEUSEM	2.57%	2.57%
B&D	0.74%	0.74%
EDESAL	1.24%	1.24%
TOTAL	100.00%	100.00%

The UT will allocate the firm contracted capacity to each of the contracts subscribed by the Distributors based on the total firm capacity (temporary or permanent, depending on the case) to be determined for the generating units committed by the Successful Bidder under this tender and applying participation percentages in the table above, for the exclusive purpose of conducting the firm capacity balances of Wholesale Market. Accordingly, each distributor shall be exempted, in the wholesale market, from payment of capacity for a volume equal to the firm power allocated by the UT to each contract in accordance with the above criteria.

FREE TRANSLATION – FOR LEGAL PURPOSES ONLY SPANISH VERSION IS VALID – IN CASE OF
DISCREPANCIES BETWEEN SPANISH AND ENGLISH VERSION, SPANISH VERSION IS VALID

ANNEX 7

ASSESSMENT METHODOLOGY

1. EVALUATION OF QUALIFICATION DOCUMENTS

Rating Documents contained in Envelope No. 1 shall include legal, financial and technical information.

Legal requirements must be strictly enforced, and the documentation must meet the requirements established in paragraph 13 of the Tender Terms and Conditions. A bid might be disqualified in the case when the CEO requires to remedy any non-compliance, and the bidder fails to submit the documentation in the time and manner required.

The financial assessment includes verification of minimum equity per MW to be installed, specified in Section 14 of this document, which is strictly enforced. Proposals that do not meet this requirement are disqualified.

Moreover, technical information will be subject to a numerical evaluation, and a minimum score should be obtained.

For the technical evaluation described in this document, the Distributor may engage independent experts in generation technologies that are tendered, who do not form part of the CEO, but will serve as advisors to the same.

In order to choose the experts participating in the CEO, the distribution company will send to SIGET the proposal made by the experts for the approval of such entity, at least 30 working days before the submission of tenders.

2. FINANCIAL EVALUATION

The purpose of the evaluation is to verify equity of the Bidder, which is deemed representative of the ability to carry out a generation project successfully and consistently with the features set out in the Tender Terms.

The compliance with the minimum equity rule per MW of capacity to be installed offered shall be determined, based on the information in the Financial Statements and the data reported for the Maximum Power to be installed offered, which will be obtained from the Bid maintenance warranty document. If from the information extracted from the financial statements verifies that the Bidder does not have the minimum equity to support the Power Offered, the bid will be disqualified.

If the bidder submits financial statements of various companies, for the purpose of compliance of equity total Individuals equities is calculated.

3. TECHNICAL EVALUATION

The objectives of the technical evaluation are:

- a) Determine whether the Bidder has the capacity and necessary technical expertise to develop a generation project consistent with the features required in the Tender Terms and Conditions.
- b) Determine whether the technical and economic studies on which the bidder based its economic proposal have taken into account the essential aspects for the development of a generation project consistent with the features required in the Tender Terms and Conditions, which will allow to see its viability.
- c) Reflect the degree of quality in the production of the technical documentation received.

The following Parameters shall be evaluated regarding paragraph 14 of the Bid Terms and Conditions within the qualification process:

1. Experience in the development of power generation projects
2. Experience in the operation of power generation projects
3. Electrical interconnection to the transmission system:
4. Technical specifications of the power plant. General distribution view of power plant (layout) of elements such as: a) photovoltaic plants: solar panels, inverters and wiring, and b) wind: wind turbines and wiring.
5. Transport of wind turbines to the project site (in the case of wind plants)
6. Availability study of primary resource
7. Control mechanisms for input and output to the grid in actual operation, mitigation of disturbances and transient distortions

3.1. TECHNICAL EVALUATION GENERAL CRITERIA

For each of the requirements that make up the parameters of the technical evaluation, and when applicable given the nature of each, it shall be considered that compliance is unsatisfactory if the following occurs:

- The documentation does not comply with the formalities required in the Bid Terms
- Displays errors and inconsistencies
- Descriptions and explanations are vague and incomplete
- Ignores the information requested or partially submits the same, etc.
- Availability study of primary source with inconsistent statistical data for renewable resource or that does not correspond to field measurements or to a reputable source and with expertise in the subject matter.
- Statistical data series of renewable resource less than three years old.

On the other hand, it shall be considered that the requirement is complied with in an excellent manner if the following ratings concur:

- The documentation fulfills all formalities required in the Bid Terms and Conditions
- No errors and inconsistencies are detected

- Descriptions and explanations are ample and clear,
- The requested information has been provided in a complete fashion and even additional information has been added
- The information submitted evidences without any doubt its adequate preparation and reflects an important advance in the work associated with related requirements.
- Statistical data of renewable resource are consistent and product of a reputable source and experienced in the subject, or of field measurements carried out by a qualified company with properly calibrated equipment (calibration certificates presented).
- Statistical series of renewable resource for three or more years.

3.2. TECHNICAL EVALUATION SPECIFIC CRITERIA

3.2.1. PARAMETER 1. DEVELOPING EXPERIENCE IN POWER GENERATION PROJECTS (WEIGHT IN THE TECHNICAL EVALUATION: 10%)

The CEO will review the documentation submitted by the bidder on requirement i) of Annex 3, and will determine if it meets all the requirements of the bid Terms and Conditions. For this Parameter, the CEO shall award a score equal to 50 if the bidder refers to two power generation plants, a value of 75 if it refers to three or four generation plants and a value of 100, if it refers to a number of plants greater than four. In cases where the bidder does not submit supporting documentation that confirms at least two of the above projects or if it is determined that the information submitted is not verifiable or correct, the score to be included in the evaluation of this parameter will be zero. Additionally, the bidder must consider that if it submits a reference from a plant with incomplete information, the reference of that plant will not be considered.

This parameter does not apply to supplies backed with existing generation located in a MER country other than El Salvador, so any deal with this type of generation backup will be assigned the maximum score of 100.

The evaluation of Parameter No. 1 shall be in accordance with the following criteria and weightings:

EVALUATION RANGES (Number of generation projects developed)	SCORE	MAXIMUM SCORE	TECHNICAL EVALUATION PERCENTAGE
More than 4	100	100	10%
3 or 4	75		
2	50		
0 or 1	0		

Note: Similar means projects whose capacity is equal to or greater than the capacity of the power supplied and installed in accordance with each generation technologies participating in the tender.

3.2.2. PARAMETER 2. EXPERIENCE IN THE OPERATION OF POWER GENERATION PROJECTS. PARAMETER RELATED TO INSTALLED CAPACITY (MW) OF PLANTS SUBMITTED AND THE INSTALLED CAPACITY (MW) OF ITS BID OFFER (WEIGHT IN THE TECHNICAL EVALUATION: 10%)

The CEO will review the documentation submitted by the Bidder in requirement ii) of Annex 3, and shall determine if it meets all Tender requirements. In this parameter, **the CEO shall award a score equal to 50 if reference is submitted for a total of plants that add up to a power between the amount of the bid submitted and twice that value, and a value of 100 if it submits information for a total number of power plants of more than twice the bid offer submitted.**

In the case where the bidder does not submit references for any of the plants, or submits references for a total of plants that add up to an installed capacity totaling less than the amount of its bid offer or if it is determined that the information provided is not correct, the score entered into the evaluation of this parameter would be zero. At this point the bidder must consider that if it submits a reference of a plant with incomplete information, the reference of said plant will not be considered.

The evaluation of Parameter No. 2 shall be performed according to the following criteria and weightings:

EVALUATION RANGES (Proportional to Total Capacity of plants operated Vs. Offered power)	SCORE	MAXIMUM SCORE	TECHNICAL EVALUATION PERCENTAGE
More than 2	100	100	10%
Between 1 and 2	50		
Less than 1	0		

Note: For scoring considering only those projects that are equal to or greater than the capacity of the power offered to install and respective generation technology in which it participates

3.2.3. PARAMETER 3. ELECTRICAL INTER CONNECTION TO THE TRANSMISSION/DISTRIBUTION SYSTEM (10%)

The CEO will consider the feasibility of the interconnection system of transmission or distribution is taken. At least you should consider the information as follows:

- Length and trace of the interconnection line to the transmission/distribution system.
- Substation to which it will interconnect.
- Infrastructure required to connect to the transmission/distribution network.
- Reinforcements to the existing transmission/distribution network considered
- Voltage level.

The evaluation of Parameter No. 3 shall be performed according to the following criteria and weightings:

No.	Requirements	MAXIMUM SCORE	TECHNICAL EVALUATION PERCENTAGE
1	Presents the requested information and proof of having applied for the feasibility ETESAL or distributor concerned.	20	10%

3.2.4. PARAMETER 4. TECHNICAL SPECS OF THE GENERATION PLANT (WEIGHT IN THE TECHNICAL EVALUATION: 20%)

The CEO will consider in its evaluation, the information submitted by the offeror regarding the technical specifications of the power plant, based on the following breakdown:

Types of photovoltaic modules, inverters and equipment necessary to ensure quality of the electrical product for the power plant integrated to the transmission / distribution network for plants with photovoltaic technology. Turbines (generator, tower, blades, speed control equipment, gondola, meteorological mast, etc.) and equipment necessary to ensure quality of the electrical product for the power plant integrated to the transmission / distribution network for plants with wind technology.

- Plant Factor
- Make and provider.
- Warranties
- Maintenance Schedule
- In the case of wind plants, the power curve for each of the units and class certificate for each proposed wind turbine.
- In the case of photovoltaic plants, the percentage of degradation of power

Description of the primary components considered in the project

Evaluation of Parameter N° 4 will be made according to the following criteria and weightings:

N°	Requisites	Maximum Score	Percentage in Technical Evaluation
1	Plane containing the layout of each of main equipment and its wiring, including a line diagram of the plant.	20	5%
2	Place of location and topographic map indicating the area designated for the installation of the plant.	20	5%
3	Description and technical details of main equipment.	20	5%
4	Preventive Maintenance Schedule of major equipment	20	5%
	Total	80	20%

3.2.5. PARAMETER 5. TRANSPORTATION OF WIND TURBINES (WEIGHT IN TECHNICAL EVALUATION: 5%)

The CEO will consider in its evaluation, the information submitted by the Bidder regarding logistics for the transport of wind turbines to the location of the plant.

Evaluation of Parameter N° 5 shall be made according to the following criteria and weightings:

Requisites	Maximum Score	Percentage in Technical Evaluation
Description of the logistics for transporting the wind turbines to the place where the plant will be located.	20	5%

For photovoltaic technology proposals, a maximum score will be assigned, as it is considered that the transportation of the equipment to the site does not require specialized logistics.

3.2.6. PARAMETER 6. AVAILABILITY STUDY OF PRIMARY RESOURCE (WEIGHT IN TECHNICAL EVALUATION: 30%)

The CEO will consider in its evaluation, the information submitted by the offeror regarding the availability of primary resource based on the following breakdown:

- Years and the statistical source of renewable resource. This parameter will be evaluated based on spot measurements in the field or on adjacent land.
- Calculation memory of energy to hire and offered cost.

N°	Requisites	Maximum Score	Percentage in Technical Evaluation
1	At least twelve (12) months from the statistics of the primary resource used in the study of primary source correspond to measurements made at the site where the plant will be installed using calibrated meters (must submit proof of meter calibration) (*)	10	10%
2	Availability study of primary resource, calculation memory of energy to hire and offered cost (**).	20	20%
	Total	30	30%

NOTES:

* If a statistic on the site is presented with duration of between 6 and 12 months, the score assigned in this parameter will be 5. If the statistics presented on the site is less than 6 months old, this parameter will be evaluated as zero (0).

** Should the resource statistics that has been used in the study is less than three years, the score to assign to this parameter is equal to zero (0).

Note: In parameter N° 2 it is not required that statistics used come from on-site measurements.

3.2.7. Parameter N° 7. Control mechanisms for input and output to the grid in actual operation, mitigation of disturbances and transient distortions (Weight in Technical Evaluation: 15%)

The CEO will consider in its evaluation, the information submitted by the offeror with respect to ensuring the stable operation of the plant and the network to which it will interconnect, and compliance with the quality parameters detailed in the corresponding regulations, for which it must present at least the following details:

- Technical description of the integrated operation of the proposed equipment.
- Technical documentation of the equipment, including the brand and supplier of equipment, and references to similar plants that are in operation using the proposed equipment.
- Technical explanation demonstrating compliance with quality parameters that are required for the transmission or distribution network, as applicable.

Evaluation of Parameter N° 7 will be made according to the following criteria and weightings:

IN	requisites	Score	Technical Evaluation
1	Technical description of integrated operation of the proposed equipment	20	5%
2	Technical documentation of the equipment, including the brand and supplier of equipment, and references to similar plants that are in operation using the proposed equipment	20	5%
3	Technical explanation demonstrating compliance with the quality parameters that are required by the transmission or distribution network, as applicable	20	5%
Total		60	15%

3.3. PROCEDURE TO BE FOLLOWED FOR THE TECHNICAL EVALUATION

CEO, full and alternate members, shall be in charge of evaluating the data in Envelope No. 1:

- Quorum shall be constituted with the attendance of 5 members, without an established quorum, the meeting and the vote cannot take place.
- Alternates may vote only if the full member is absent

- Each full and alternate member of the CEO shall have all documentation well in advance of the evaluation meeting so that all aspects can be studied and thus, take positions on the perspective of each company in the project.
- One or more meetings will be conducted to discuss and vote on the financial and technical aspects of each bid offer.
- A full or alternate member of DELSUR will chair the process (Chairman of CEO), but will not have additional authority over the evaluation.
- Each CEO member will have a ballot (Excel sheet) in which each bid offer shall be evaluated.
 - This ballot will list the financial and technical requirements.
 - For each requirement, the ballot will include:
 - ✓ Issues to be considered
 - ✓ Documentation required from the bidder as Annex 3.
 - ✓ A weighting factor in percentages to indicate the importance of each topic.
- Each bid will be considered by the CEO.
- Each requirement listed on the ballot will be discussed by the CEO
- After due consideration of each issue and the opportunity for all members of the CEO to express their views and comments on the opinions of other group members, the Chairman will end the discussion and call for a vote on each issue.
- In the case of the parameters 1 and 2, since the evaluation consists only in the review and verification of the information and the mathematical calculation of its weight, the work of the CEO will be limited to conduct such verification and validation and incorporate the information required on the evaluation sheet.
- Upon the evaluation of other parameters, each CEO member will assign each requirement a rating as follows:
 - Zero = The tender requirement was not met to the satisfaction of the evaluator.
 - A number in the range of 10 to 20 expressing the level of satisfaction of the evaluator regarding the Bidder's response. Number 10 indicates a minimum acceptable response, and number 20 indicates an excellent response.
- Each CEO member shall briefly indicate the reasons for awarding its score to every requirement in the ballot sheet, which will contribute to the SIGET review of the assessment by the CEO.
- After voting on all issues, the ballots will be signed and submitted to the Chairman of the CEO who will indicate the date and time of receipt of the ballots and sign them all.
- After all issues have been voted on, and in the presence of other members of the CEO, the Chairman will make the respective tabs for each requirement of a specific bid offer. The Chairman shall add up the scores of each evaluator for each requirement and divide the total by the number of evaluators. The result will be the final score assigned to that requirement.
- The percentage of the technical evaluation achieved for each requirement will be determined by allocating the total percentage, if the corresponding maximum score was obtained, or a proportion thereof, if the score achieved is less, the same procedure will be

applied to calculate the score of those parameters that are not comprised of several requirements.

- Finally, if a parameter is comprised of several requirements, the percentages calculated for each requirement must be added up.

3.4. TOTAL SCORE OF THE TECHNICAL EVALUATION

The "technical evaluation percentage" calculated for each of the parameters will be added up. Tenders scoring a total percentage below 60% in the technical evaluation will not qualify, so they will not be considered in the economic evaluation.

ANNEX 10

SUPPLY CONTRACT MODEL

Any information considered in this Annex must be submitted by the Successful Bidder

WE: On the one hand (Full Name), of legal age, **(Profession)**, **(Address)**, of _____ nationality, bearer of my **(Identity Document)**, acting in my capacity as **(Type of Legal Representation)** on behalf and in representation of **(distribution company)**, with Tax Identification Number _____, and duly authorized by the company I represent to enter into this Agreement, which shall hereinafter be called **“the Distributor”**; and on the other hand, **(Full Name)**, of legal age, **(Profession)**, **(Address)**, of _____ nationality, bearer of my **(Identity Document)**, acting in my capacity as **(Type of Legal Representation)** on behalf and in representation of **(Name of Generating or Trading Company)**, with Tax Identification Number _____, and duly authorized by the company I represent to enter into this Agreement, which hereinafter shall be called **“the Vendor”**, agree to enter into this Contract for the Supply of Power and Associated Energy, which shall be governed by the following Clauses:

1. OBJECT OF THE CONTRACT

This contract is entered into based on the provisions governing long-term contracts that are transferable to tariffs through a free competition process approved by the General Superintendence of Electricity and Telecommunications, hereinafter called SIGET pursuant to the General Electricity Law and its Regulations and the relevant regulations issued by SIGET.

In this regard, the Vendor will sell to the Distributor, and the latter undertakes to purchase from the Vendor, the Contracted Energy in accordance with the terms and conditions set forth in this instrument.

All annexes to this Contract, as well as the DELSUR-CLP-RNV-001-2013, shall be regarded as integral parts of this Contract, and therefore their contents shall apply for the interpretation of the provisions of this Contract.

The Contracting Parties and SIGET shall be responsible for the compliance with all provisions set out in this tender process and this Contract.

2. CHANGES IN THE LAW

In case of changes in laws, regulations, rules, ordinances, agreements or any other regulatory body, which are in force in the country and which were issued by a government, municipal or legislative entity in the Republic of El Salvador as well as by a regional entity or organization that directly affect generation costs, costs of administration or execution of contracts resulting from this contract (for changes to the law after the date of signature of this contract, the Seller shall report this to the distributor and to SIGET, incorporating the respective analysis and submitting the relevant documentation to support their argument).

In a period of 30 calendar days starting the day following receipt of the information described above, SIGET will comply with the request made by Seller when, according to the information collected, it determines the allocation of the costs referred to. This resolution shall include, where necessary, the approval of amendments to the conditions and price of energy in the supply contract, the adjustments to the electrical industry regulations within their competence required to ensure the implementation of the proposed solution, and the issuance of agreements to effect the transfer of the economic impact to the end user rate of the Distributor, among others.

Whereas SIGET had not issued its ruling, performing the contract should continue, provided that the effect of the change in the law is not the impossibility of performance. In the latter case, the Parties shall seek -as soon as possible- an alternative transient measure for compliance, which would have to be discussed and approved in advance by SIGET, which will oversee its development and the effects of it.

As far as possible, the Parties shall adjust the impact of changes to the law through a mechanism established in the respective Supply Contract.

3. DEFINITIONS AND ACRONYMS

3.1 DEFINITIONS

“Act of God” Means any act of nature which is unforeseeable or, if predictable, is impossible to resist. Its effects are such that it may be able to prevent or delay the affected party from fulfilling its obligations in due time and proper form; among others, the following events can be cited as examples: epidemics that endanger human life, earthquakes, landslides and other mass movements, hurricane-like storms, floods and other serious adverse weather conditions or any other event or act occurring within the Parties’ operating area, provided that they cause the parties to be unable to timely comply with the obligations contained in this Agreement in a direct and major way.

“Active Power” is the active power of the Bidder built into the unit of time, measured in megawatt hours.

“Business Day” means every day of the year, except Saturdays, Sundays and all other holidays in accordance with the laws of the Republic of El Salvador and all others that during the term of this contract should be declared a national public holiday by the Legislative Assembly of the Republic of El Salvador.

“Commercial Operation” It is considered that a generating unit is in commercial operation from the moment it is able and available to start producing electricity for commercial purposes and

such condition is declared by the Transactions Unit (UT) or the administrator of the relevant wholesale market.

“Contract” Refers to this Power Supply Contract entered into between the Vendor and the Distributor, and any subsequent amendments formally agreed between the Parties.

“Contracted Energy” Is the active energy measured in megawatt hour that the Successful Bidder delivers to retirement nodes of Distributor, according to the contract signed.

“Contract Power” Means the Power in MW that the Successful Bidder undertakes to supply to the Distributor during the Supply Period.

“El Salvador” The Republic of El Salvador, Central America.

“Force Majeure” Means any man-made act, event or condition which is unforeseeable or, if predictable, is impossible to resist. Its effects are such that may be able to prevent or delay the affected party from fulfilling its obligations in due time and proper form.

“Generator” The entity holding one or more electricity production plants, which trades all or part of its production in the Wholesale Electricity Market (MME) in El Salvador or in a member country of the Regional Electricity Market;

“Generator’s Node” Node of the national interconnected system of El Salvador, where the generating units that will provide physical support to the Supply Contract entered into as a result of this Tender Process are physically connected. It is also the node where the generator is considered to inject its production into the National Electricity Market.

“Minimum Contracted Energy” The minimum active power that the Proponent is committed to provide and is calculated based on a percentage of the average power available as indicated in the study measuring primary resource. The determination of the volume of Associated Energy will be determined considering the conditions in paragraph 21 of these rules.

“New Generation” The term new generation, will be understood as those Plants and / or generation units that have not begun the commercial operation stage at the closing of registration of participants in this bidding process. The teams which would be part of the plant and / or unit shall be certified as new at the time of installation by the manufacturer of the equipment, which will be verified by the Distributors.

“Parties” Refers variously to the Distributor and / or the Successful Bidder signing the Supply Contract.

“Supply Period” Is the duration of the supply of Power and Associated Energy contracted between the Vendor and the Distributor, as set out in clause 3.3 of this contract.

“Supply Point” Node of the national interconnected system of El Salvador in which the energy supply is required according to the conditions set out in these rules, specified by the name of the corresponding substation and voltage of the supply bar.

“Supply Start Date” The date from which the Distributor requires the electrical supply to be provided by the Vendor and therefore constitutes the date from which the supply of Energy Committed by Vendor becomes enforceable.

“The Distributor” Has the meaning established in the preamble.

“The Vendor” Has the meaning established in the preamble.

“**Year**” Period of 12 consecutive calendar months. Year 1 begins on the date of commencement of the Supply Period. Year 2 begins immediately after the end of the previous year.

3.2 ACRONYMS

1. **CEAC:** Contract Associated Energy charges
2. **CMO:** Marginal Operation Cost of the Wholesale Electricity Market of El Salvador.
3. **CNE:** Energy National Council
4. **CPER:** Charge for Transmission Losses
5. **CPIU:** Consumer Price Index of the United States of America
6. **C_{SIS}:** System Charges
7. **CTRA:** Transmission Charges
8. **EACM:** Minimum Contract Associated Energy
9. **EACT:** Total Contract Associated Energy
10. **ETESAL:** Empresa Transmisora de El Salvador
11. **FISDL:** Social Investment Fund for Local Development
12. **FMO:** Bid Security Bond
13. **FR:** Base Power Price Reduction Factor
14. **IPC:** Consumer Price Index of El Salvador
15. **IVA: VAT -** Tax on the Transfer of Movable Goods and the Provision of Services
16. **kW:** Refers to kilowatts
17. **kWh:** Refers to kilowatt hours
18. **MW:** Refers to megawatts
19. **MWh:** Refers to megawatts hour
20. **MME:** Electricity Wholesale market of El Salvador
21. **MRS:** System Market Regulator
22. **MINEC:** Ministry of Economy
23. **PEC:** Contract Energy Price
24. **PECO:** Contract Energy Price Tendered
25. **PECT:** Ceiling Contract Energy Price

- 26. PI:** Power to be Installed
- 27. POA:** Accepted Bidded Power
- 28. PO:** Bidded Power
- 29. PRI:** Required Power by the Distribution Companies
- 30. ROBCP:** Production-Cost-Based Transmission System and Wholesale Market Operation Regulations
- 31. SIGET:** General Superintendence of Electricity and Telecommunications
- 32. USD o US\$:** Dollars of the United States of America
- 33. UT:** Transactions Unit

4. CONTRACT TERM AND SUPPLY PERIOD

4.1 CONTRACT TERM

This Agreement shall be effective from the date of its signature by both parties, and until the end of the Supply Period, unless subject to early termination as provided in clause 13 of this instrument.

4.2 SUPPLY START DATE

The supply start date shall be _____ at years after obtaining environmental permits check the project. The supply start date may be delayed to no later than 00:00 hours on October 1, 20__ if estimated delays in the entry into operation of the new generating units due to properly justified causes and as authorized by SIGET and the Distributor in accordance with Clause 5.4. herein.

4.3 SUPPLY PERIOD

The Supply Period shall last for 20 years, from supply start date. During the Supply Period, the Successful Bidder is obliged to sell and deliver to the Distributor the total energy produced by the machines that would support this contract. Likewise, the Distributor shall be obliged to purchase and receive from the Vendor said Associated Energy. In the event of the late entry into operation of the new generating units which cause a delay in the supply start date, the supply end date shall be pushed back for a period of equal duration in order that the supply period be kept invariant.

5. COMMITMENT OF POWER INSTALLATION AND CONTRACTED ENERGY

The Vendor is obliged to install a Plant with the Power in the manner detailed below:

5.1 COMMITMENT OF POWER INSTALLATION

The commitment of power installation by the Vendor, shall be equal to ____ MW.

5.2 CONTRACT ENERGY AND CONTRACT MINIMUM ASSOCIATED ENERGY

The amount of contracted energy, corresponds to the proportion of participation's Distribution Company in the tender DELSUR RNV-CLP-001-2013 on total energy injected by the plant minus

transmission losses. The total contracted energy will be calculated based on the following formula:

$$EC_{h-m-n} [MWh] = EG_{h-m} [MWh] \times \%DX \times \%N_n$$

Where:

- n: Node network transmission
- a: Each year Supply Period
- ECh-mn: Contracted Energy in the hour "h" of the month "m" for node "n"
- EGh-mn: Total energy injected in month "m" by plants or generating units that will support the contract minus transmission losses, information to be provided by the UT.
- % DX: Participation Rate of Distributor's Energy in the tender DELSUR-CLP-RNV-001-2013. This value is equal to _____
- Nn%: Participation Rate of "n" node for energy contracted in the Distributor. This participation rate will be calculated using the methodology set out in Annex 1

The total energy delivered by the Seller to the Distributor in each month of the period of delivery will be calculated based on the following formula:

$$ETC_m [MWh] = \sum_{h=1}^H \sum_{n=1}^N EC_{h-m-n} [MWh]$$

- m: Each month the Supply Period
- n: Each distribution's nodes
- h: Each hour of the month "m"
- ETCm: Energy Total Hired in month "m".
- ECh-mn: Contracted Energy in the hour "h" of the month "m" for node "n"
- N: Total number of distribution's nodes
- H: Total number of hours in month "m"

Notwithstanding the foregoing, each the Vendor must establish, for each year of the supply contract, minimum volume of energy delivered, which will be calculated based on a percentage of the average available energy indicated in the study of resource measurement for the plant and delivered in the envelope of qualification documents in the tender No. DELSUR-CLP-RNV-001-2013. The Minimum Contracted Energy (ECM) proposed by each of the Successful Bidders will be set annually, according to the following formula:

$$ECM_a [MWh] = EPDA [MWh] \times \%DX \times h \times \%(100\% - D \times A)$$

Where:

- a: Each year of Supply Period
- ECM: Minimum Annual Contracted Energy
- EPDA: Average Annual Energy measured in MWh, obtained from the measurement study of the primary resource of generation (solar radiation for photovoltaic plants and wind speed for wind plants) and sized based on the rated capacity of the project
- % DX: Participation Rate of Distributor's Energy in the tender DELSUR-CLP-RNV-001-2013. This value is equal to _____
- h: Percent clearance for the calculation of the minimum contracted energy caused by the randomness of the resource. This will be established by the Proponent based on the availability study of the primary resource for generation.
- D: Degradation efficiency of generating machines that will support the project. This will be determined by the Proponent based on the particular characteristics guaranteed by the manufacturer of the equipment.
- A: Number 1 to 20 representing the supply year of contract.

The Vendor undertakes the following physically Generating Units, which will be used entirely to satisfy the requirements of Installed Capacity Contracted :

Name will have the new generation plant to be installed : _____

Rated power plant: _____

Type of technology (wind, photovoltaic) : _____

Location : _____

Point of attachment to electric transportation system of El Salvador : _____

The UT contracted firm capacity assigned to this contract based on firm capacity (temporary or permanent , depending on the case) generating units committed by the Vendor by tender DELSUR-CLP-RNV-001-2013 and applying the participation rate % DX, for the exclusive purpose of conducting the firm capacity balances Wholesale Market , which will not result in any payment obligation of Distribution Company to the Successful Bidder, given that it had to include all costs in the Contracted Energy Price Offered.

5.3 CONSTRUCTION AND OPERATION DATE OF GENERATING UNITS

The Vendor agrees to the installation, commissioning and operation of the power plant indicated in Clause 5.3.

Respect to the construction and startup of the plant committed Generation, the Vendor agrees to comply with the conditions listed below.

5.3.1 COMMITMENT TO INSTALL GENERATION UNITS

The Vendor undertakes to install a generating plant with a total nominal capacity of ____ MW.

If delays are estimated in the construction process, for duly justified reasons, thereby placing the date for commencement of commercial operation of the generating units that will support the delivery beyond October 1, 201____, the Vendor shall inform the Distributor, in writing, the need to extend the start of the commercial operation, expressing the reasons for this and attaching all relevant information. The Distributor shall consider the application and resolve in writing within a reasonable time, expressing their consent or opposition duly substantiated.

Thereafter, the Vendor shall obtain permission from SIGET, adding to his writing the document containing the response from the Distributor. Prior to resolve, SIGET may require additional information from the parties.

If the new date requested for the entry into operation of the generating plants is prior to one year after the date of supply established in Clause 4.2, the authorization for the extension must be accompanied by a postponement of the date of the supply starting date of this contract.

In no event will the Distributor approve an extension to the entry into operation of the generating units beyond 1 year.

If the start of commercial operation of the generating units will displace beyond the extension approved by the Distributor, the Vendor shall compensate the distributor, through the implementation of the guarantees given by the Vendor to the Distributor effects found in force in respect of economic loss caused by such breach.

The Vendor shall meet the levels of primary and secondary reserves required by the Production-Cost-Based Wholesale Market and Transmission System Operation Regulations (ROBCP) and other provisions of these regulations related to the addition of generation capacity to the generation system.

During the installation of the generating plants that will back up the Supply Contract, the Vendor shall submit a quarterly progress report to the Distributor, with a copy to SIGET, based on the timeline presented in the Tendering Process; in this case, the Vendor shall provide all necessary logistics to the Distributor so that project progress can be verified on site.

The Vendor shall provide documentation evidencing compliance with its obligation as per the event schedule for the project and if the Bidder does not meet the deadline therein established, the Bidder shall submit the proportion of the bid security bond's amount as indicated in this contract.

Furthermore, it shall be the Vendor's sole responsibility, to obtain all permits, licenses, approvals, easements, designs, studies and funding, of whatever the class, and which may be needed for the acquisition, import, installation, interconnection, maintenance and the technical and commercial operation and commissioning of the Generation Units.

The Vendor agrees to ensure that the power plant to install has all the elements of safety, security, stability, quality, communication and control necessary to meet the quality parameters and stability are required in ROBCP or regulations quality distribution systems as appropriate.

In the event that the Vendor, at any time choose to install more than indicated in this contract power, additional power does not form part of this contract supply. In this way, the additional power must be installed so that its measurement, dispatch and control is performed independently of the power to be used as a backup in this tender. Accordingly, the Vendor shall arrange in UT different codes that identify units in support of this contract and any additional units.

5.3.2. RELEASE OF LIABILITY ASSOCIATED WITH CONSTRUCTION.

The Distributor is not liable for any damage, loss or compensation related to or resulting from any accident or injury suffered by a worker or other person employed by the Vendor, the latter being obliged to exempt the Distributor from all liability for damages, compensation and / or any claim, demand, costs, charges and expenses inherent to the process of construction and commissioning of the new facilities committed.

5.4 SOCIAL INVESTMENT IN THE PROJECT AREA OF INFLUENCE

The Vendor commits to bring social and economic development to the site where the unit will be installed, executing works that will be proposed and prioritized by communities and approved by the mayor of the municipality where the project will be developed, in coordination with the Social Investment Fund for Local Development (FISDL), an amount equal to 3% of annual income amount for the sale of energy. The first list with the description of such works shall be submitted to the seller by the Mayoralty and FISDL together, within the period of six months after signing the contract, and for subsequent years, the list of the works required for the following year, will be submitted no later than the last day of the month of May each year. The period of execution of these works shall start eighteen months after signing the contract. The amount payable in U.S. dollars, which the seller will disburse per year for the execution of the works, will be the result of multiplying the number 0.03 (3.00%) by net sales reported for that year, up to a maximum period of 20 years. No later than September of each year, the Vendor shall submit a report by an external auditor to the Distributor in order to verify the expenses incurred for this concept in the period from July of the previous year up to June of the current year, as well as a detail of the works.

6. PRICE OF CONTRACT ENERGY

During the Supply Period, the Contract Associated Energy shall be billed monthly by the Vendor in accordance with the provisions in this clause.

6.1 PRICE OF ASSOCIATED CONTRACT ENERGY

6.1.1. PRICE OF ASSOCIATED CONTRACT ENERGY

The cost of the Contracted Energy (PEC) will be indexed once a year in the month of the anniversary of the beginning period, using the formula shown below:

Where :

- a: Each year Supply Period
- m: Each calendar month the Supply Period .
- FR: Reduction Factor prices offered energy. Not be a situation of equality, the FR of all Proponents will equal 1,000
- PEC(m): Contracted Energy price for the month "m" which will be billed Associated Contracted Energy .
- PEC(i): Contracted Energy price indicated by the Bidder in its financial proposal, in USD / MWh.

CPIU(a): Consumer Price Index of the United States of America (Consumer Price Index for All Urban Consumers) for the second month preceding the anniversary month of the contract .

CPIU(0): Consumer Price Index of the United States of America (Consumer Price Index for All Urban Consumers) for the month of January 2014. This value will be reported to registered participants within 20 working days before the submission of tenders.

The Price of Energy Contracted for a given month "m" Supply Period resulting from the application of the formula above shall be rounded to two decimal places .

The PEC(m) thus determined does not include the tax on property transfer and service provision (VAT), which shall be added at the time of issuing the full amount of the service invoice.

6.2 INDEXING INDICATORS

Baseline information used for inflation rates incorporated in the indexation formula will be obtained from the following sources:

- Consumer Price Index of the United States of America:
U.S. Department Of Labor, Bureau of Labor Statistics, Washington, D.C. 20212, Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, All items
<ftp://ftp.bls.gov/pub/special.requests/cpi/cpiiai.txt>

If during the effective term of the Supply Contract, the indicator is no longer published, the values indicated by the publication, and that in the discretion of the parties and with the authorization of SIGET, are the best replacement for this value, shall be used as the reference; in this case, the base price of the indicator in question should be adjusted in the indexation formula, so that the PEC calculated by using the new indicator shall be equal to that determined by using the last value used for indexing with the replaced indicator.

7. BILLING

7.1 MONTHLY CHARGES TO BE BILLED BY THE VENDOR

The currency to be used to make invoiced payments shall be in U.S. Dollars.

The Vendor shall invoice the Distributor for the amounts resulting for that month within three (3) business days after delivery of the DTE by the UT, for the month corresponding to the delivery of the contracted supply, shall be determined as follows:

$$MC_m[USD] = ETC_m[MWh] \times PEC_m[USD/MWh]$$

Where

m: Each calendar months of the year "a"

MCm: Contract Amount to be invoiced by the Vendor for the month "m"

ETC_m: Contracted Total Energy for the month "m".

PECM: Contracted Energy price in month "m".

The Vendor shall attach to your monthly bill an electronic spreadsheet in the PECM displayed, along with the values to allow its determination in accordance with the formula indexed.

7.2 DEFERRED PAYMENT MECHANISM FOR THE SUPPLY INVOICE (PDS)

7.2.1 CALCULATING THE DEFERRED PAYMENT AMOUNT (PDS).

At the end of each month, the amount of the deferred payment mechanism of the invoice considered by the Distributor at the time of making the payment related to the Power and its Associated Energy of this supply contract will be calculated following the formula below:

$$PD_{m,a} = 0.5 \times [MC_m + (MCsis_m - 66.00[USD / MWh]) \times ETC_m]$$

Where:

PD_{m,a}: Is the monthly amount deferred that the Distribution Company will apply for the Power invoice and its Associated Energy for the contract for month "m".

ETC_m: Total Contract Associated Energy corresponding to month "m".

MC_m: Amount of Contract to be invoiced by the Vendor for month "m".

MCsis_{m,a}: Amount for system charges in connection with Associated Energy for month "m". The amounts referred to in this section shall correspond to the total system charges paid by the Distributor related to the contracted energy regardless of whether they are paid directly to the Vendor under the contract terms or with other institutions such as the UT, SIGET, ETESAL, etc.

m: Each of the calendar months of the Supply Period.

7.2.2 DEFERRED PAYMENT MANAGEMENT PROCEDURE.

The Vendor shall invoice the transactions according to paragraph 7.1. The Distributor shall pay the monthly bill submitted by the Vendor, less the amount corresponding to the PDS_{m,a} referred to in the previous section.

The cumulative amount of PDS_{m,a} at each charge adjustment period for energy supplied to the end users of distribution companies, established as per the conditions defined in Article 90 of the General Electricity Law, shall be paid by the Distributor to the Successful Bidder in equal installments for the same amount each on the due date of invoiced charges corresponding to the contract for the following energy price adjustment period.

In the event that in one of the months of the supply period, the PDS_{m,a} amount should be negative, the distributor shall pay the Successful Bidder the total invoiced amount for the charges specified in paragraph 7.1 of this contract.

If at the end of the supply period, PDS_{m,a} balances are outstanding, the contract and its contract payment warranties shall be extended until the date in which all outstanding balances are fully

paid. This extension is intended to extend the period for compliance with the payment obligations of the Distributor with the Vendor, and is in no case intended to extend the supply period.

7.3 BILLING DATES AND OTHER CONDITIONS

Within three (3) business days after delivery by the UT of the DTE corresponding to the previous month's contracted supply, the Vendor shall issue to the Distributor the collection document containing the billing for stated in Clause 7.1 for the previous month together with all required attachments.

The Distributor shall pay such invoice no later than the last working day of the month in which the invoice is delivered, including payments as provided in paragraph 7.2 of this contract.

If delivery of the aforementioned invoice is made after the date specified in this Clause, the Distributor may defer payment of the same by the same number of working days of delay, and the Distributor is released from the payment of any interest or other charges for deferred payments.

All invoices shall be delivered at the business address and hours indicated by Distributor for that purpose, which shall be communicated to the Vendor through a written notice signed by the legal representative of the Distributor. The business address and hours may be updated at the discretion of the Distributor and shall be communicated to the Vendor pursuant to the above requirements.

The Distributor shall pay the Vendor in cash or with a local bank check. In any case, by mutual written agreement between the Vendor and the Distributor, payment may be made by means of a Wire Funds Transfer. In this case the Vendor shall state in writing, and through a communication signed by the legal representative, the necessary background information for the payment to be made through this means.

It is expressly agreed between the parties that at the time the Vendor submits to the Distributor any document evidencing the total or partial payment of the price agreed in the contract, the Distributor shall not accept, and the Vendor shall refrain at all times from submitting, proofs of tax credit, final consumer invoices or any other tax collection documents written in the form of bills of exchange. The Vendor states that the Distributor made the contents of this clause known to the Vendor from the moment of negotiating the terms and conditions contained in this instrument, therefore, the Vendor accepts all its terms and undertakes to ensure strict compliance therewith. Therefore, the distributor is exempt from all liability should the Vendor fail to comply with the provisions of this Clause, especially with respect to default and all its effects; and the payment obligation shall be suspended in favor of the Distributor until the Vendor complies with every one of the provisions herein.

7.4 CLAIMS ON BILLED CHARGES

Either party may file a notice of claim on the respective billed charges no later than sixty (60) business days after the invoice date. Each notice of claim must specify the invoice, the amount in dispute and the basis for the claim. Failure by the Distributor to submit a claim within the time limit indicated above means that it accepts the corresponding billing charges.

In case of any claim about the monthly bill, the Distributor shall not withhold payment of the same or subsequent bills.

The Distributor is entitled to the Vendor returning all monies in favor of the Distributor after completing the formalities related to the notification of such claim. This mechanism shall apply if the parties fail to reach an agreement as to the differences within ten (10) Business Days from the date of notification of the disagreement.

Upon resolution of any dispute over Monthly Bill charges, the corresponding Party shall acknowledge to the other Party any applicable interest on amounts not paid or paid in excess determined based on the rate established by the Central Reserve Bank El Salvador for active operations of one hundred-and-eighty days' term, calculated on the actual number of days elapsed between the effective due date and the date the dispute was settled. Interest payments will be made within thirty days after notification of the resolution of the dispute.

7.5 DEFAULT AND DELINQUENT INTERESTS

Any payments which have not been made within the period specified in this agreement shall constitute default. Passing of the prescribed period shall be sufficient for there to be default, without need for a court order to be issued to comply with the obligation to pay.

In accordance with this clause, amounts in default shall bear interest from the first day of default. The interest for default shall be published monthly by the Central Reserve Bank of El Salvador and shall correspond to the weighted average interest rate of local banks for loans of up to one year plus five points (5%).

7.6 TAXES

Billable prices for Contract Associated Energy and Contract Power as well as System Charges and Compensations for failure to comply with the supply do not include the Tax on the Transfer of Movable Goods and the Provision of Services (VAT-IVA), which must be added upon submitting the bill for services provided.

8. GUARANTIES

8.1 VENDOR GUARANTEES

8.1.1. PRE OPERATIONAL GUARANTEE.

The Vendor shall issue a Pre-Operative Guarantee (GPO) in favor of the Distributor, whose aim is to warrant the following:

- For new generation, the commissioning in due time and proper form of the machines that will back up the supply.

The above guarantee shall be provided by signing and submitting any of the following:

- The issuance of a performance bond granted by a Bank or Insurance Company or Bonding Company lawfully operating in El Salvador and which is duly authorized by the Superintendence of the Financial System of El Salvador,
- The issuance of a bond by an internationally recognized financial institution with operations in El Salvador; said bond shall be approved by the SIGET,
- The opening of a restricted credit which the bidder cannot dispose of, leaving it at the exclusive use of the Distributor
- Cash deposit in an account assigned by the Distributor.

Validity periods are defined from the signing of the contract up to thirty (30) calendar days after the start of the scheduled commercial operation of the new units that will back up the contract.

If the preoperative warranty or any of its extensions have a maturity of less than the terms listed above, the Successful Bidder must submit a renewal thereof, subscribed under the same terms, 30 calendar days before its maturity.

This guarantee must be provided at the time of signing the Supply Contract.

The preoperative guaranty shall be renewed every 12 months and shall be extended for an amount calculated according to the following formula:

$$GPO[USD] = PI [MW] \times 100,000$$

Where:

GPO: Preoperative Guaranty.

PI: Power to be Installed

The distribution company shall initiate collection proceedings for the recovery of all existing guaranties in any of the following cases:

- a) When the Vendor, after defaulting any of the commitments set out in the table of scheduled events, should not surrender the collateral in question.
- b) When 180 calendar days after the committed date of commencement of commercial operation, the Vendor has not yet commenced the commercial operation. The above operation starting date may be extended for cause duly justified and previously analyzed by the Distributor and approved by SIGET, in accordance with Paragraph 5.4.1. COMMITMENT TO INSTALL GENERATION UNITS; and all guaranties yet in effect shall then be extended for a period equal to the requested extension.

This guaranty will be payable on the first complaint filed by the Distributor to the issuer and shall be constituted in the form and content herein specified.

The execution of the Pre Operational Guaranty as a result of the procedures set forth in subparagraphs a) and b) above is reason enough for an early termination of the Supply Contract without liability to the Distributor.

If there are no outstanding claims to be paid by the Successful Bidder, the guaranty shall be returned by the Distributor within 30 calendar days from the date of entry into commercial

operation of the new units that will back up the electricity supply under the contract and/or 30 calendar days after the presentation of documentation establishing the accreditation of the Firm Contract with the CRIE and EOR, that will back up supply throughout contract period.

8.1.2. CONTRACT PERFORMANCE GUARANTEE

The Vendor shall issue a Contract Performance Guaranty (GCC) in favor of the Distributor, whose aim shall be to ensure supply back up power through generating units operational from the start of supply.

The above guaranty shall be provided by signing and submitting any of the following:

- Payment at Sight
- The issuance of a performance bond granted by a Bank or Insurance Company or Bonding Company lawfully operating in El Salvador and which is duly authorized by the Superintendence of the Financial System of El Salvador,
- The issuance of a bond by an internationally recognized financial institution with operations in El Salvador; said bond shall be approved by the SIGET,
- The opening of a restricted credit which the proponent cannot dispose of, leaving it at the exclusive disposal of the Distributor
- Cash deposit in an account assigned by the Distributor.

The warranty shall be initially valid for one year and subsequently renewed every 12 months so that, in total, it shall cover from the startup date of the supply period until 30 calendar days after the end of that period.

The initial guaranty shall be delivered by the Vendor 15 calendar days before the date of commencement of supply and shall be extended for an amount equal to the payment received by the Vendor in one month of effective operation under the Supply Contract.

This guarantee will be calculated based on the Minimum Contracted Energy (ECM).

This guarantee shall be renewed annually 15 calendar days before maturity, under the same terms and conditions as the original, except that the amount shall be updated based on the following formula:

$$GCC_a[USD]=\frac{ECM \times PEC_a}{12}$$

Where :

- a: Year Supply Period for which the guarantee applies .
- a-1: Twelve-month period last month which corresponds to the second month preceding the month of the starting year "a".
- GCC_a: Warranty contract performance during the year "a".
- ECM: Contracted Annual Low Energy
- PEC_a: Contracted Energy price for the first month of the year.

At the end of the term of the original guaranty or extensions thereof, the Distributor shall return the guarantee to the Vendor no later than seven working days after the overdue maturity, provided that the Vendor has delivered to the Distributor renewal thereof. In the case of the final year of the period of supply, in the absence waiting to be paid by the Vendor claims warranty as indicated above will be returned by the Distributor within 30 calendar days from the date of completion supply contract.

The distributor shall initiate collection proceedings for the recovery of the collateral in any of the following cases:

- a) In case of non-delivery of contracted energy, by unavailability of the plant, both for a period of 15 days or more without any valid reason.
- b) Failure to timely renew the guaranty.

The fact of making a Contract Performance Guarantee effective does not release the Vendor from the obligation to comply with the Supply Contract, nor of the obligation to restore the bond within a period not exceeding 30 calendar days from the date it became effective.

8.2. DISTRIBUTOR'S GUARANTEE

8.2.1 CONTRACT PAYMENT GUARANTEE

The Distributor must deliver a Payment Bond (GP) to the Vendor for an amount equal to an estimate of the billing of one month for Contract Power, and Contract Associated Energy, whose purpose will be to cover any failure to comply with payment that the Distributor would be responsible for.

The bond referred to above must be set up by way of the subscription and presentation of any of the following methods:

- Payment at Sight
- Establishing a commercial security granted by a Bank, Insurance Corporation or Bonding Company that is operating legally in El Salvador, and is duly authorized by the Superintendence of the Financial System of El Salvador,
- Establishing a bond granted by a recognized international finance institution operating in El Salvador; said bond must be approved by SIGET,
- Opening a restricted credit, to which the Distributor will not have access to the amount of the credit, the latter being available solely and exclusively in favor of the Vendor,
- Depositing cash in an account assigned by the Vendor.

The bond will be issued initially for a period of a year, and will be further renewed every 12 months such that, overall, it will cover the time from the start of the supply period and until 30 calendar days after its conclusion.

This bond or guaranty will be delivered 15 calendar days prior to start date of supply and will be issued for a value equal to the payment the generator receives during a month in which the Supply Contract is in force.

During first year of supply contract, said guaranty will be calculated based on on the Contracted Associated Minimun Energy (EACM) and the same wording is used in the calculation of the performance guarantee contract

This guaranty must be renewed annually 15 calendar days prior to its maturity date, under the same terms and conditions as the original guaranty, except the amount shall be updated based on the following formula:

$$GP_a [USD] = \frac{MCEAC_{a-1}}{12}$$

Where:

- a: Year of the Supply Period for which the warranty applies.
- a-1: Twelve month period whose last month is the second month prior to the start of year “a.”
- GP_a: Contract Payment Bond
- MCEAC_{a-1}: Contract Associated Energy Charge Amount to be billed by the Seller for the period “a-1”

At the end of the term of the initial warranty period or its extension, the Distributor shall return to the Successful Bidder not later than seven working days after the overdue guarantee maturity, provided that the Successful Bidder has delivered to the Distributor the renewal thereof. In the case of the guarantee corresponding to the last year of delivery, in the absence of claims waiting to be paid by the Awarded Proponent, the above indicated guarantee will be returned by the Distributor within 30 calendar days, starting the date the supply ended.

The distributor shall initiate collection proceedings for the recovery of the collateral in any of the following cases:

- a) In case of supply nonpayment for causes attributable to the Distribution Company
- b) Failure to timely renew the warranty.

The fact that the contract payment guarantee becomes effective does not relieve the distributor from the obligation to meet payments for contracted power, contracted associated energy and system charges that apply under this contract for supply, as well as the obligation to replace this warranty within no more than 30 calendar days from the date it becomes effective.

9. SUPPLY POINTS

Supply points of the associated energy contracted with the awarded proponent shall be as specified in annex 2.

9.1. COMMITMENT OF PARTIES

9.1.1. OBLIGATIONS OF THE VENDOR

The obligations of the awarded proponent in relation to the supply contract are:

1. Install the project indicated in section 5.3 of this contract, which is to begin commercial operation no later than October 1, 201__.
2. Sell and deliver to the Distributor, the amounts of total energy generated by the power plant in order to support the contract.
3. Demonstrate compliance with the commitments made in the program of events presented in Envelope N° 1 of their offer for tender DELSUR -CLP-RNV-001-2013.
4. Operate and maintain the offered power plant so that optimum operating conditions are maintained and minimal degradation of efficiency occurs
5. Sell the associated energy contracted to the price conditions indicated in its financial proposal.

9.1.2. OBLIGATIONS OF THE DISTRIBUTOR

The obligations of the distributor in connection with the contracted associated energy are:

1. Buy the total amount of energy injected even when not required to cover their actual demand for each hour.
2. Pay an invoice for the total associated energy injected.

9.2. MEASUREMENT

The Parties commit to comply with the obligations of installation and maintenance of their commercial measurement systems according regulations for the El Salvador Wholesale Electricity Market.

Procedures and technical prerequisites for the measurement of hourly energy demand by the Distributor at each of the Points of Supply as well as its maximum annual demand are required in order to determine the Contract Associated Energy and Non-Delivered Energy, to be established by the regulations as refers to the measuring processes considered by the Transactions Unit to create the balances this organization must carry out.

If these procedures call for the Distributor to carry out the measurements, the Vendor will be able to, if deemed necessary, observe on a monthly basis the corresponding measurements taken.

In any case the energy values used for billing purposes shall be informed by the UT in the liquidation of the Wholesale Market.

10. CASES SUCH AS ACTS OF GOD AND FORCE MAJEURE

10.1 EFFECTS ON THE OBLIGATIONS OF FORCE MAJEURE EVENTS OR CASES OF ACTS OF GOD

One Party will not be held accountable to the other Party if hindered from carrying out in full or in part the obligations in this Contract, as the result of any case of Force Majeure or Act of God. The affected Party will be ready and diligent in its attempts to solve the cause that prevents it from carrying out its obligations, and nothing included in this Contract will be considered as allowing this Party to continue failing in its performance after said Force Majeure cause has been solved.

10.2 EFFECTS OF FORCE MAJEURE EVENTS OR ACTS OF GOD ON PAYMENT OBLIGATIONS

Payment obligations will not be affected by events that constitute an Act of God or Force Majeure, unless the inability to make the payment is the direct result of the closing of the Financial System and to the inability to pay or that other means of payment are inaccessible.

10.3 NOTICE

The Party that is totally or partially hindered from carrying through its obligations due to Force Majeure or an Act of God must give written notice to the other Party regarding the events of Force Majeure or those caused by an Act of God, and the affected obligations, along with all the particulars of the relevant incidents, and to the extent possible, a preliminary estimate of the time the affected Party will be impeded from carrying out said obligations. Said notice must be made no later than three business days after the start of the event of Force Majeure or the Act of God.

In case said notification takes place during the established term, the affected Party shall be excused for said delay or failure to fulfill its obligations for the duration of the Force Majeure or Act of God event.

The affected party will give notice of (a) cessation of the Act of God or Force Majeure event, and (b) its renewed capacity to fulfill its obligations under this Contract given the cessation of the Force Majeure or Act of God event.

The affected Party will make its best efforts to mitigate the effects the Force Majeure or Act of God.

11. DISPUTE RESOLUTION

11.1 DISCUSSION AMONG HIGH LEVEL REPRESENTATIVES: ARBITRATION.

Any Dispute arising between the Parties, including any Dispute regarding payment that may arise according to section 7.4, that remain unsolved after the Parties have dealt with it during a period of fourteen (14) working days, will be referred in the most immediate and pragmatic way possible to the high level representatives of each of the parties, previously designated by the Parties to deal with issues in an informal manner. In case the high level representatives are

unable to come to an agreement within seven (7) working days after the Dispute has been referred to them, or within the greatest period agreed to, any of the parties shall be able to refer the Dispute to Arbitration, prior written notification to the other part.

11.2 PROCEDURES

11.2.1 ARBITRATOR SELECTION

Unless otherwise agreed to by the Parties, any Dispute not informally solved according to clause 11.1 in this Contract, shall be solved by final and binding arbitration in the State of New York in the United States of America, according to the International Chamber of Commerce Rules for Reconciliation and Arbitration (ICC). There will be three arbitrators, each of whom shall be neutral, independent and impartial. Each of the Parties shall designate an arbitrator and both arbitrators designated by the Parties shall elect by common accord another arbitrator, and if either of the Parties fails to designate an arbitrator, or if the arbitrators designated by the Parties do not agree in the selection of the presiding arbitrator within sixty (60) days after the designation of the first arbitrator, the arbitrators that have not been chosen at that moment shall be designated according to ICC regulations. The language used in the arbitration proceedings shall be Spanish, and the applicable legal standards to the bottom of the issue in dispute shall be the substantive legislation of the Republic of El Salvador. The arbitrators will issue a written award stating the reasons for their decision. Any court with competent jurisdiction can request the decision regarding the arbitral award. Notwithstanding the aforementioned, the measures set out in the article shall be available to the parties for legal proceeding at any time and to this effect and to request any arbitral award or verdict, the Parties hereby submit to the exclusive jurisdiction of the Court of the State of New York in the United States of America.

The parties shall pay the expenses and fees equally, unless the final award by the arbitral tribunal establishes that the burden of payment falls on one of them, or determines a different proportion, in accordance with the provisions of paragraph 3 of article 31 of the Rules of Arbitration of the International Chamber of Commerce.

The arbitral award shall be executed in accordance with the provisions of the Law of Mediation, Reconciliation and Arbitration of the Republic of El Salvador.

11.2.2 CONSENT

The Distributor and the Vendor hereby accept to submit any dispute to conciliation by final and binding arbitration in accordance with all provisions of this clause 11. Such consent shall comply with the requirement of a “written agreement” under Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, as written in New York, the United States of America, on 10 June 1958.

11.2.3 AWARD ENFORCEMENT.

The Distributor and the Vendor agree to apply without delay the provisions of any award or arbitration, and both parties accept the application of such award or decision by any competent court.

11.2.4 CONTINUOUS COMPLIANCE.

During ongoing controversy arising under this Agreement, the Parties will continue to meet their respective obligations according to Contract, including the timely payment of all amounts that are payable under this Agreement, until reaching a final and non-appealable resolution.

11.2.5 CONTINUITY OF THE DISPOSITIONS ON CONTROVERSIES

The provisions in Clause 11 shall survive the termination or expiry of this Contract.

12. CONTRACT ASSIGNMENT

12.1 CONTRACT ASSIGNMENT BY THE VENDOR

The Vendor shall be entitled to assign in warranty its rights and interests born of this Contract in favor of the financial institutions and/or Guarantor, prior SIGET's authorization and compliance with legal formalities. The Vendor shall notify the Distributor of all assignments of guaranty, and barring reasons so that the latter may express its consent or rejection regarding said assignment. The Distributor shall grant consent provided that it shall not reasonably affect its rights.

Later the Vendor must request the authorization from SIGET, attaching to this request the document containing the Distributor's response. Prior to making a decision SIGET might require additional information and consult with the Superintendence of Competition, if found appropriate.

The Vendor shall be entitled to assign or delegate this Contract to another operator, parent company, subsidiary, affiliate or related institution, which shall provide continuity to the Vendor's business purpose. The above shall be possible provided that SIGET has approved the assignment and under mutual agreement with the Distributor, under the condition that continuing Company shall assume any and all obligations and rights under this contract.

The authorization to perform the assignment must be requested to SIGET for said request to undergo analysis, and for SIGET to make consultations with the Superintendence of Competition and, if found appropriate, approve the transfer before its realization.

For purposes of approval SIGET shall evaluate mainly the following aspects:

- a) That the assignee undertakes to fulfill the same obligations acquired by the assignor;
- b) That the reasons for the assignment of the contract are properly justified and be outside the responsibility of the assignor;
- c) That the assignee meets the same requirements, in accordance with the bidding documents, the assignor should have fulfilled to be awarded, and
- d) That the assignee has not participated in the tender by which the contract under assignment was awarded.

For the case in which the Vendor is a trader that supports its bid through a contract with a generator, the above conditions also operate for substitutions of backup generation.

Both cases of assignment of rights and of the contract must be approved in advance by the SIGET in order for them to enter into effect.

12.2 CONTRACT ASSIGNMENT BY THE DISTRIBUTOR

The Distributor shall be entitled to assign or delegate this Contract to another operator, parent company, subsidiary, affiliate or related institution, which shall provide continuity to the Distributor's business purpose. For the foregoing to happen the continuing Company shall assume any and all obligations and rights under this contract .

In any case, this assignment must be approved by the SIGET in order to take effect. The authorization to perform the assignment must be requested to SIGET for said request to undergo analysis, and for SIGET to make consultations with the Superintendence of Competition and, if found appropriate, approve the transfer before its realization.

13. EARLY TERMINATION OF CONTRACT

Either party may unilaterally declare the early termination of the Contract, upon approval by the SIGET, only if any of the events described in clause below should occur, without prejudice to other grounds for termination

13.1 TERMINATION BY THE DISTRIBUTOR: CONTEMPLATED BY LAW.

- a. The Vendor is declared bankrupt by Court order, unless, before this court order the contract is assigned to another company, entity or institution based on the guidelines established in Clause 12.1;
- b. During a period of at least 180 consecutive days, the Distributor or the Vendor are prevented from fulfilling their obligations under the Contract due to an event of force majeure or act of God
- c. For violation of provisions relating to corruption and money laundering set forth in Annex 4 (This paragraph is applicable only to companies of the AES group in El Salvador
- d. *By execution of preoperative guaranty in the following cases:*
 - When the successful bidder, after defaulting any of the commitments listed in the table of scheduled events, should not surrender the collateral in question
 - When after 180 calendar from the date of committed commencement of commercial operation, the Bidder has not started commercial operation, there being no duly justifiable cause in accordance with that established paragraph 5.4.1.

13.2 TERMINATION BY THE VENDOR:

- a. The Distributor is declared bankrupt by court order;
- b. During a period of at least 180 consecutive days, the Successful Bidder or the Distributor are prevented from fulfilling their obligations under the Contract due to an event of force majeure or act of God
- c. For violation of provisions relating to corruption and money laundering set forth in Annex 4 (This paragraph is applicable only to companies of the AES group in El Salvador)

If the parties determine in a particular case that the grounds for occurred termination could be remedied by the transfer of contract, it shall be done after review and approval by SIGET.

14. REPRESENTATIONS

Each party represents to the other that:

- a) It has been authorized to sign this contract;
- b) Possesses full power and authority to comply with and observe all conditions which pertaining to it;
- c) The signing of this contract does not constitute any infringement of the provisions of its statutes or the law; and
- d) It undertakes to accept the legal and regulatory rules in force;

The Vendor further represents that:

- e) It has knowledge of the requirements that the competent authorities and public services in El Salvador impose for the provision of the tendered services (supply of electricity destined for users served by the Distributor), and other pertinent laws and administrative regulations in effect, in El Salvador.
- f) It warrants that it possesses full suitability, knowledge, experience, and technical and financial capacity to provide the supply reliably and safely, and within the agreed timeframes.
- g) It warrants that it has a generation project that shall interconnect to the electrical system of El Salvador and has the right to carry out electricity trading operations to meet its contractual commitments and contribute electricity in an amount equal to or greater than the supply committed to the Distributor during the supply period specified in this Contract.

15. RESPONSIBILITIES

It is represented that:

- a) The parties shall not be liable under any circumstances for damages of any nature suffered by third parties or their assets as a result of interruptions or suspensions in electricity supply caused by an act of God or force majeure, unless in the case that

SIGET determines after its analysis that the damaged were caused due to negligence or lack of prevision by one of the Parties.

- b) The non complying party shall always be obliged to indemnify the complying party for direct damages caused directly by breach of any obligations under this Contract. The foregoing shall also apply in case of early termination of contract as provided in clause 13.
- c) Neither party shall be liable for any indirect, incidental or consequential damages and/or losses.
- d) Distributors must provide all documentation and information about themselves that is normally provided or is reasonably appropriate for this type of operation in accordance with market practice in order to expedite the procurement by the Vendor of the financing required for the project, with the understanding that the distributor is not obliged to provide any documentation or information not generally available to its own creditors. Likewise, the Distributor is not obliged to hold, grant or assume any agreement, arrangement, compensation, notification or other obligation of any kind with any such financing. Nothing provided herein shall relieve the Vendor of its sole responsibility to obtain exclusive financing for the project. The distributor shall provide such documentation and information as soon as reasonably practicable after receiving the written request of the Vendor requesting such information and the Vendor must make the confidentiality agreements that the Distributor reasonably considers appropriate with respect to the requested information. The Vendor must pay the necessary costs and expenses including attorneys' fees that the Distributor incurs in connection with the preparation of such documents or information as well as other assistance that the Distributor in its sole discretion may provide in connection with such financing. Except as expressly provided in this Contract, the Distributor shall have no further obligation during the period preceding the date of commercial operation.

16. PROVISIONS AGAINST CORRUPTION AND MONEY LAUNDERING

Contained in Annex 4, the document signed by the Vendor, is considered an integral part of this contract. All terms and conditions described in that Annex shall be considered as included in its entirety in this contract. (This section applies only to companies of the Group AES El Salvador)

17. LEGAL DOMICILE AND LEGAL STATUS

For all purposes of this Contract, the parties agree to set their domicile in the city of San Salvador, Republic of El Salvador.

The legal mandate of Mr. _____ to represent the Distributor, is related in the authentication of this instrument.

The legal mandate of Mr. _____ to represent the Successful Bidder, is related in the authentication in this instrument.

The following form integral part of this Contract: Tender Rules No. DELSUR-CLP-RNV-001-2013, the financial offer, the official information required by the Distributor from the Successful Bidder the inquiries made by the various bidders and the official responses to these inquiries. It

is expressly agreed that in the event of discrepancies, differences or contradictions between what is agreed in this contract and its annexes and what is contained in the other aforementioned documents, the provisions of this contract and its annexes shall prevail. Likewise, in the event of discrepancies, differences or contradictions between what is agreed in this contract and its annexes, the condition which is more favorable to the Distributor shall prevail. -

18. JOINT DEBTORS (IN THE CASE OF PARTNERSHIPS)

Mssrs. –Members of the Partnership–, present from the beginning of these proceedings and in their appearing capacities, **partnership 1 member of the partnership__ partnership 2 member of the partnership__, etc. REPRESENT THAT:** Having been present from the beginning of these proceedings and aware of the contents of this instrument, on behalf of their respective constituencies, they are JOINT DEBTORS liable for this obligation in the same terms, covenants, guaranties, conditions, and submittals to jurisdiction which the –**successful bidder**-- has obliged himself to observe.---

19. MODIFICATIONS

Any amendment to the terms of the Supply Agreement shall be registered in the Register of Electricity and Telecommunications belonging to SIGET.

20. CLOSING.-

In witness whereof, we sign this instrument in three (3) original copies of equal content and legal force in the city of _____ on the _____ day of _____ the year two thousand and ____.-

Legal Representative

DISTRIBUTOR

Legal Representative

SUCCESSFUL BIDDER

ANNEX 1
OF THE SUPPLY CONTRACT
PROCEDURE USED TO DETERMINE THE DEMAND FORM FACTORS OF THE
DISTRIBUTION COMPANY.

The UT shall calculate annually the form factors that will be in effect for each of the delivery points of the Distributor and in each of the hours of the delivery period. Based on these factors it shall determine the hourly time and node energy associated to contracts.

For the determination of the form factors, the UT shall use the “PROCEDURE FOR CALCULATING FORM FACTOR OF DEMAND OF THE DISTRIBUTORS” approved by Agreement No. 124-E-2013 or the Agreement replacing it.

ANNEX 2
OF THE SUPPLY CONTRACT
SUPPLY POINTS

The supply points for the Contract Associated Energy are listed in Table 2-1 below.

The proportions of Associated Energy Contracted for each Supply Point are calculated from the Form Factors listed in Annex 1.

The Vendor is obliged to deliver the Associated Energy Contracted at each of the supply points every hour listed below which cannot be substituted totally or partially by other supply points unless the Distribution Company enables an additional supply point or unless, due to changes in the configuration of the distribution system of the Distributor or the national transmission system, any of the supply points listed on table 2-1 is disabled. Such modifications shall be incorporated into the supply contract so that the Successful Bidder shall perform the injection of the electricity under these new conditions; in this case, the form factors to be applied within the contract shall be adjusted so as to allow the addition or elimination of a Supply Point and so that the sum of all points at each hour of the month shall remain the same before and after the addition or removal of the Supply Point.

TABLE: 2-1 SUPPLY POINTS
SUPPLY POINTS FOR CAESS

Supply Point	Substation	Nominal Voltage (kV)
CAESS	SAN ANTONIO ABAD	115.0 kV
CAESS	SAN BARTOLO	115.0 kV
CAESS	SANTO TOMAS	115.0 kV
CAESS	SAN RAFAEL CEDROS	115.0 kV
CAESS	SOYAPANGO	115.0 kV
CAESS	NEJAPA	115.0 kV
CAESS	CERRÓN GRANDE	115.0 kV

SUPPLY POINTS FOR DELSUR

Supply point	Substation	Nominal Voltage (kV)
DELSUR	ATEOS	115.0 kV
DELSUR	NUEVO CUSCATLAN	115.0 kV
DELSUR	OPICO	115.0 kV
DELSUR	EL PEDREGAL	115.0 kV
DELSUR	SANTA ANA	115.0 kV
DELSUR	SAN BARTOLO	115.0 kV
DELSUR	SOYAPANGO	115.0 kV
DELSUR	SAN RAFAEL CEDROS	115.0 kV
DELSUR	SANTO TOMAS	115.0 kV
DELSUR	TECOLUCA	115.0 kV
DELSUR	SICEPASA	115.0 kV

SUPPLY POINTS FOR AES CLESA

Supply Point	Substation	Nominal Voltage (kV)
AES CLESA	SANTA ANA	115.0 kV
AES CLESA	GUAJOYO	115.0 kV
AES CLESA	SONSONATE	115.0 kV
AES CLESA	ATEOS	115.0 kV
AES CLESA	ACAJUTLA	115.0 kV
AES CLESA	OPICO	115.0 kV
AES CLESA	AHUACHAPAN	115.0 kV

SUPPLY POINTS FOR EEO

Supply Point	Substation	Nominal Voltage (kV)
EEO	SAN MIGUEL	115.0 kV
EEO	15 SEPTIEMBRE	115.0 kV
EEO	LA UNION	115.0 kV

SUPPLY POINTS FOR DEUSEM

Supply Point	Substation	Nominal Voltage (kV)
DEUSEM	OZATLAN	115.0 kV

SUPPLY POINTS FOR B&D

Supply Points	Substation	Nominal Voltage (kV)
B&D	SAN BARTOLO	115.0 kV

SUPPLY POINTS FOR EDESAL

Supply Points	Substation	Nominal Voltage (kV)
EDESAL	NEJAPA	115.0 kV
EDESAL	TALNIQUE	115.0 kV

ANNEX 3

OF THE SUPPLY CONTRACT

RULES OF CONDUCT AND INTEGRITY FOR CONTRACTORS AND SUPPLIERS

THE CONTRACTOR shall comply with the obligations contained in this contract, maintaining at all times an ethical and trustworthy professional conduct toward the DISTRIBUTOR, its employees and executives, its users, and the general public, carefully following the parameters of fair competition in the commercial environment of El Salvador. THE CONTRACTOR accepts to comply with the Norms of Conduct for Contractors and suppliers described below. Any infringement will be grounds for contract termination, given the DISTRIBUTOR has committed to maintaining the highest standards of professionalism, ethical behavior and security in all business dealings.

1. SCOPE OF REGULATIONS. The CONTRACTOR undertakes to comply fully with each and every one of these ethical standards when submitting bids, when delivering materials, or when providing services to the DISTRIBUTOR.

2.-CONFLICT OF INTEREST The CONTRACTOR shall have no conflict of interest between its personal business and the business of the DISTRIBUTOR. A “conflict of interest” arises when the CONTRACTOR affects situations that may result in obtaining an improper personal benefit or unfair advantage to the CONTRACTOR or related third persons. All situations where the potential for conflict of interest exists must be promptly reported and disclosed in writing (if possible) to the contact person that the DISTRIBUTOR has indicated for this purpose.

3. - CONFIDENTIALITY IN NEGOTIATIONS During the period of negotiation leading up to the signing of final contracts, the CONTRACTOR shall always make contact and have dealings directly with the authorized representative of the DISTRIBUTOR in a confidential manner. After signing the contract or final settlement, there are no restrictions on contact between the CONTRACTOR and the working group at the DISTRIBUTOR, unless otherwise provided for.

4. - WORK PRACTICES. The CONTRACTOR shall be responsible for being aware of, understanding and complying with laws, regulations, standards, and policies that have been disclosed to them. The Contractor is forbidden to proceed as follows: a) Discuss pricing or other business aspects of a bid or current contract with other Contractors, Suppliers, employees not-authorized by the DISTRIBUTOR, or any other third party; b) Disclose the DISTRIBUTOR's confidential information to third parties, other than knowledge that has been made public; c) Not adequately protecting information, assets or resources of the DISTRIBUTOR.

5. - GIFTS AND INVITATIONS. The CONTRACTOR, and members of its immediate family should not accept or give gifts and entertainment that create, or appear to create a situation of undue influence in their dealings with the DISTRIBUTOR. For no reason may the CONTRACTOR solicit, give or accept, either directly or indirectly, payments, loans, kickbacks, money, special privileges, personal favors, services or unusual entertainment.

7.- IMPROPER CONDUCT. Ethical behavior is largely a matter of discretion and common sense. The CONTRACTOR is required to promptly report any questionable or improper conduct, or breach of these rules directly to the contact person designated by the DISTRIBUTOR.

ANNEX 4
OF THE SUPPLY CONTRACT

PROVISIONS AGAINST CORRUPTION AND MONEY LAUNDERING

In relation to the contract of which this Annex is an integral part (“**the Main Contract**”), [Insert the exact corporate name of the Business Partner], (the “Business Partner”) by these presents declares, represents and agrees with _____ Distributor _____ that, under the contractual relationship that binds them, the Business Partner shall be legally obliged to perform its obligations under this contract. The Vendor and its officers, directors, employees, agents and representatives agree:

- (a) That the Business Partner will comply fully with all applicable laws of the Republic of El Salvador, including, without limitation, the Law Against Money and Asset Laundering, the Ethics in Government Act and other applicable laws, regulations and treaties. (“**Laws and Regulations in force**”)
- (b) That they will not offer, make, give, promise, pay or authorize, directly or indirectly, unjustified payments of any money, gift, or anything of value to someone who is an officer or employee of any government, or an officer or employee any department, agency or unit of such government or of any international organization or to any person acting in an official capacity on behalf of such government, department, agency or unit thereof, or to any candidate or person appointed to a political or public position or to any political party; or
- (c) That they will not receive, transfer, retain, use or hide the product of any criminal activity or shall employ or otherwise do business with a “designated person”, which means a person or entity appearing on a list issued by the United Nations with regard to money laundering, terrorist financing, drug trafficking or economic or military embargoes.

Violation of these provisions shall be grounds for Early Contract Termination, in which case the Vendor shall waive any claim to any additional payments due under the contract, and shall be responsible for damage or injury caused, in accordance with applicable laws.

In connection with the provision of services under this contract or in connection with any other related activity, THE DISTRIBUTOR undertakes that none of its representatives or employees, directly or indirectly, by themselves or through others, shall offer or grant any Public Official (defined in the subsequent paragraph), or any political party, or candidate for public office, any gift, money, favors, promises, benefits or anything of monetary value in exchange for the execution, delay, acceleration or omission of any act in the exercise of their functions.

For purposes of this clause, the Public Official includes, but is not limited to, any employee, or official of the national, regional, local, municipal, departmental level, or agency, or company controlled or owned by the government, or any official of a political party, candidate for public office, or any official or employee of a public international organization, or any person acting for or on behalf of these entities.

Likewise, THE DISTRIBUTOR, is obliged to immediately report to relevant authorities as soon as it becomes aware of the offering or attempted offering of any gift, money, favors, promises, benefits or anything of monetary value to any public official, or any other person, or entity, in exchange for the execution, retardation, acceleration of any act, or omission in the exercise of its

FREE TRANSLATION – FOR LEGAL PURPOSES ONLY SPANISH VERSION IS VALID – IN CASE OF
DISCREPANCIES BETWEEN SPANISH AND ENGLISH VERSION, SPANISH VERSION IS VALID

functions, its agents and employees, directly or indirectly, by itself, or by others, as set in this clause.

THE DISTRIBUTOR is expressly authorized to disclose the contents of this Agreement, including its terms of trade and payment terms, to any agency or competent authority, both in the Government of the Republic of El Salvador, and the Government of the United States, including the Department of Justice United States, and any other authority or agency.