

GDCH-JCEH-0004-2022  
TENDER-004-2022  
JANUARY 10<sup>TH</sup>, 2022

DEAR SIR / MADAM,

PETROPERU S.A. INVITES YOUR COMPANY TO PARTICIPATE ON A TENDER FOR THREE (03) CARGOES OF CRUDE OIL AS PER THE BELOW TERMS:

1. BUYER:	PETROPERU S.A.																														
2. CRUDE OIL:	<b>NAPO / ORIENTE / VASCONIA / CASTILLA/ CHAZA / MAGDALENA CRUDE OIL OR SIMILAR</b>																														
3. QUALITY:	<table border="1"> <thead> <tr> <th>SPECIFICATIONS</th> <th>MIN.</th> <th>MAX.</th> <th>TYP.</th> <th>ASTM METHOD</th> </tr> </thead> <tbody> <tr> <td>°API</td> <td>(2)</td> <td></td> <td>(1)</td> <td>D287-12b/D1298-12b</td> </tr> <tr> <td>SPECIFIC GRAVITY AT 60/60° F</td> <td></td> <td></td> <td>(1)</td> <td>D287-12b/D1298-12b</td> </tr> <tr> <td>SULPHUR (MASS PERCENT)</td> <td></td> <td>(2)</td> <td>(1)</td> <td>D4294-10/D2622-10</td> </tr> <tr> <td>BSW (VOL PERCENT)</td> <td></td> <td>(2)</td> <td>(1)</td> <td>D4006-11(2012)e1/D473-07(2012)</td> </tr> <tr> <td>SALT (PTB)</td> <td></td> <td>(2)</td> <td>(1)</td> <td>D3230-13</td> </tr> </tbody> </table> <p>(1) BIDDER MUST INDICATE IN ITS OFFER TYPICAL EXPECTED VALUES OR THE OFFER WILL BE CONSIDERED VOID. (2) THE DECLARED VALUE MUST BE GUARANTEED AND COMPLIED BY THE WINNER OF THE TENDER. IF WINNER CAN'T COMPLY WITH ANY OF THESE VALUES, PETROPERU RESERVES THE RIGHT TO REQUIRE A NEGOCIATED PRICE DISCOUNT OR TO REFUSE THE SHIPMENT.</p> <p><b>NOTE:</b> <b>HEATING THE CRUDE OIL ON THE VESSEL. THE VESSEL WILL DETERMINE THE LEVEL OF HEATING OF CRUDE OIL.</b> <b>AT THE MOMENT TO DISCHARGE THE CRUDE OIL, THE SELLER MUST GUARANTEE A MINIMUM TEMPERATURE OF 120 DEG F.</b></p>	SPECIFICATIONS	MIN.	MAX.	TYP.	ASTM METHOD	°API	(2)		(1)	D287-12b/D1298-12b	SPECIFIC GRAVITY AT 60/60° F			(1)	D287-12b/D1298-12b	SULPHUR (MASS PERCENT)		(2)	(1)	D4294-10/D2622-10	BSW (VOL PERCENT)		(2)	(1)	D4006-11(2012)e1/D473-07(2012)	SALT (PTB)		(2)	(1)	D3230-13
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4. DELIVERY TERMS:	<p>- <b>ALTERNATIVE A:</b> CFR BAYOVAR/TALARA OR CONCHAN/TALARA OR BAYOVAR/ CONCHAN/ TALARA OR CONCHAN/ /BAYOVAR/ TALARA (PETROPERU'S OPTION). - <b>ALTERNATIVE B:</b> FOB PURCHASE</p> <p><b>NOTE: FOR ALTERNATIVE A, CONSIDER A SECOND ENTRY IN CONCHAN, APPROXIMATELY FIVE (05) DAYS BETWEEN THE FIRST AND SECOND ENTRY.</b></p>																														
5. DELIVERY WINDOW:	<p><b><u>ALTERNATIVE A: CFR PURCHASE</u></b></p> <p><b>1<sup>ST</sup> CARGO: MARCH 27<sup>TH</sup> / APRIL 05<sup>TH</sup>, 2022</b> <b>2<sup>ND</sup> CARGO: APRIL 10<sup>TH</sup> / 19<sup>TH</sup>, 2022</b></p> <ul style="list-style-type: none"> <li>- THE DELIVERY WINDOW WILL BE NARROWED BY SELLER TO A 3-DAY WINDOW AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY.</li> <li>- PETROPERU WILL NOTIFY THE DISCHARGE PORT(S) EIGHT (08) DAYS BEFORE THE FIRST DAY OF THE FIVE (05) DAYS DELIVERY WINDOW.</li> <li>- PETROPERU COULD ADVANCE OR DELAY THE DELIVERY WINDOWS AND CHANGE PORTS DESTINATION, BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.</li> <li>- IN SPECIAL CIRCUMSTANCES, THIS TERM COULD BE SHORTER BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.</li> <li>- THIS CARGO WILL BE NOT EXCLUSIVELY FOR PETROPERU S.A. THIS MEANS THAT WINNER COULD LOAD IN THE SAME VESSEL ADDITIONAL VOLUME FOR OTHER CONSIGNEE IN PERU.</li> <li>- DUE OPERATIVE REASONS OR LOADING PORT PROCEDURES, ACTIVE SHORE TANKS COULD BE USED FOR SELLER TO DELIVER THE PRODUCT. THAT MEANS, FIGURES OF BILL OF LADING MUST BE DETERMINATED BY VESSEL'S TANKS ULLAGES AFTER APPLYING THE CORRESPONDING EXPERIENCE FACTOR (VEF).</li> <li>- IN CASE THE VESSEL DOES NOT HAVE EXPERIENCE FACTOR (VEF), THE FIGURES OF BILL OF LADING MUST BE DETERMINATED BY VESSEL'S TANKS.</li> </ul> <p><b><u>ALTERNATIVE B: FOB PURCHASE</u></b></p> <p>BIDDER MAY PRESENT A FOB OFFER. IN THIS CASE BIDDER MUST DECLARE THE INTENDED LOADPORT AND A LOADING LAYCAN CONSISTENT WITH THE REQUESTED PERUVIAN PORT DELIVERY LAYCAN FOR THE CARGO WITH THE RESTRICTIONS MENTIONED IN ALTERNATIVE A.</p>																														
6. QUANTITY:	<b>360 KB +/-5% (SELLER'S OPTION)</b>																														

7. PRICE:	PLATTS MARKETWIRE FOR + ICE BRENT (DATA CODE: ICLL001) OR BRENT (DATED) (DATA CODE: PCAAS00) OR WTI (CUSHING) PROMPT MONTH (DATA CODE: PCACG00) OR WTI NYMEX (DATA CODE: XNCL001) CONVERTED TO US DOLLARS PER BARREL +/- A FIXED AMOUNT OF US DOLLARS PER BARREL																				
8. PRICING:	5 QUOTATIONS AROUND B/L (B/L=0). PRICING AROUND THE B/L (2-1-2). IN THE EVENT THE B/L DATE FALLS ON A DAY WHEN PLATT'S IS NOT PUBLISHED (3-0-2).																				
9. PAYMENT TERMS:	<b>AFTER B/L DATE + 30 OR 60 OR 90 OR 120 OR 150 OR 180 DAYS (B/L = 0)</b>																				
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11. COVID-19	SELLERS ARE RESPONSIBLE FOR THE GOOD HEALTH CONDITION OF THE OFFICERS, CREW OF THEIR VESSELS. ALSO, SELLERS ARE RESPONSIBLE FOR TAKING THE MEASURES NEEDED TO PREVENT THE CORONAVIRUS'S PROPAGATION THRU THEIR OWN OR CHARTERED VESSELS. SO, ANY DELAY, COSTS, OR EXPENSES CAUSED OR INCURRED CONCERNING CORONAVIRUS, OR SUSPECTED CORONAVIRUS, ONBOARD THE VESSEL SHALL BE FOR THE OWNER'S / SELLERS ACCOUNT, WITH EXCEPTION TO A LOCAL PORT/FACILITIES CLOSURE BY THE PERUVIAN HEALTH AUTHORITY.																				
12. POLICIES:	<ul style="list-style-type: none"> <li>- INTEGRATED MANAGEMENT POLICY OF QUALITY, ENVIRONMENT, SAFETY AND HEALTH AT WORK: (<a href="https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/454-c3Ac6Fa0Xa1Ap1N.pdf">https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/454-c3Ac6Fa0Xa1Ap1N.pdf</a>)</li> <li>- POLICY FOR PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, FELONIES OF CORRUPTION AND ANTI-BRIBERY MANAGEMENT: (<a href="https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf">https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf</a>)</li> </ul>																				
13. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:	- AS PER APPENDIX 1																				
14. INTEGRITY SYSTEM CLAUSE:	- AS PER APPENDIX 2																				
15. IMPORTANT NOTES	<p>A. ANY INFORMATION GIVEN BY WINNER AFTER AWARD THAT MODIFIES THE CONDITIONS OF THIS INVITATION AND/OR OUR AWARD WILL BE CONSIDERED A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION, PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CONTRACT AND REQUIRE AN INDEMNITY FROM THE WINNER FOR ANY AND ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND OR EXCLUDE THE WINNER FROM OUR TENDER LIST.</p> <p>B. PETROPERU S.A. REQUIRES THAT THE WINNER OF THIS TENDER PERFORM ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY, OTHERWISE PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND THE WINNER AND REQUIRE AN INDEMNITY FROM THE WINNER FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS, INCLUDING SENDING THE DOCUMENTATIONS AS PER PERUVIAN AND ANDEAN PACT REGULATIONS.</p> <p>C. IF THE WINNER FAILS TO COMPLY WITH THE THREE DAY LAYCAN, AS PER ITEM 5, PETROPERU S.A. RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU S.A. MAY APPLY ITEM 15A OF THIS INVITATION.</p> <p>D. PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARD THIS TENDER. PETROPERU S.A. ALSO HAS THE RIGHT TO AWARD THE CARGOES TO DIFFERENT BIDDERS OR TO AWARD ALL CARGOES TO ONLY ONE BIDDER. FURTHERMORE, PETROPERU S.A. RESERVES THE RIGHT TO AWARD OR</p>																				

	NOT AWARD THIS TENDER. PETROPERU S.A. RESERVES THE RIGHT TO AWARD NONE, ONE, TWO OR THREE CARGOES UNDER THIS TENDER.
16. OTHER TERMS AND CONDITIONS:	AS PER PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).
17. PRODUCT OFFERS	<p>TO BE RECEIVED IN OUR <b>PETROPERU'S TENDER WEBSITE AND/OR PETROPERU'S EMAIL: <a href="mailto:TENDERSPETROPERU@PETROPERU.COM.PE">TENDERSPETROPERU@PETROPERU.COM.PE</a></b> BETWEEN <b>10:00</b> (NOT EARLIER) AND <b>11:00 HRS.</b> ON JANUARY <b>14<sup>TH</sup>, 2021</b> WITH VALIDITY UNTIL <b>18:00 HRS.</b> ON JANUARY <b>18<sup>TH</sup>, 2021</b> (LIMA TIME: UTC – 05:00).</p> <p><b>OFFERS WILL BE SUBMITTED BY THE BIDDERS UNDER THE FORM IN APPENDIX 3.</b></p> <p>IN THE EVENT THAT A PROBLEM OCCURRED WHILE SUBMITTING YOUR OFFER, PLEASE CONTACT US.</p>

YOUR OFFER WILL BE HIGHLY APPRECIATED.

BEST REGARDS,

**RAMON PINEDO RAMIREZ**  
**INTERNATIONAL TRADE**  
**PETROPERU S.A.**

**APPENDIX 1****Prevention of Money Laundering and Financing of Terrorism, Corruption and Bribery felonies:**

By virtue of this clause, the Contractor declares to have received and read the Policy for the Prevention of Money Laundering and Financing of Terrorism, Felonies of Corruption and Anti-Bribery Management of PETROPERÚ attached to this contract; stating that they understand it and agree to comply with it, together with their partners or associates, directors, members of the administrative bodies, legal representatives, attorneys-in-fact, and any natural or legal person acting for their account or benefit, and on their behalf; with emphasis on the following aspects:

1. Use resources in the execution of this contract and all payments or any other transfer of resources, including real guarantees, made in favor of PETROPERÚ S.A., which come from legal funds.
2. Not incur in felonies of Money Laundering, Terrorism Financing, or Corruption under the forms of: Generic, Specific or Transnational Active Bribery, influence peddling, Simple or Aggravated Collusion, among other felonies that the law establishes, such as Law No. 30424 and its amending regulations, in relation to the celebration and execution of this contract.
3. Not to make, offer, authorize, request, or accept any undue or illegal payment or, in general, any undue or illegal benefit or bribery, in relation to the celebration and execution of this contract.
4. That neither it, nor its partners or associates (with ownership of 10% or more of shares or participation), directors and managers: a) Have a sentence, by final judgment, for the crime of Money Laundering, Terrorism Financing, Precedent felonies such as Drug Trafficking, Tax or Customs Felonies, Illegal Mining, Corruption or others that generate illegal profits; Generic, Specific and Transnational Active Bribery, Influence Peddling, Simple and Aggravated Collusion or Bribery; at the national or international level; b) They are included in the OFAC List (Office of Foreign Assets Control of the Treasury Department of the United States of America), List of Terrorists of the United Nations Security Council, List related to the Financing of the Proliferation of Arms of Mass Destruction issued by the United Nations Security Council.
5. Prevent bribery, adopting appropriate technical, organizational or personnel measures to avoid improper acts or practices or illegal conducts; in the matter on which this contract deals.
6. Make available to PETROPERÚ S.A. truthful and complete information, and in case it suffers variations, present the updated information within a period of fifteen (15) business days. PETROPERÚ S.A. can request the information they consider pertinent in compliance with the legislation on money laundering and financing of terrorism.
7. Notify PETROPERÚ S.A. and the competent authorities, in a direct and timely manner, any improper act or practice or illegal conduct of which it becomes aware in relation to the celebration and execution of this contract.

PETROPERÚ S.A. can terminate this Contract at any time by right, by written notification to the Contractor if, supported by evidence, it considers that the Contractor has breached any of the commitments mentioned in this clause, placing PETROPERÚ S.A. in the face of a legal, patrimonial or reputational risk or that may generate administrative, civil, criminal sanctions; without prejudice to the fact that PETROPERÚ S.A. provide information to the competent authorities and initiate the pertinent legal actions, including the compensation that may be applicable".

## APPENDIX 2

### INTEGRITY SYSTEM CLAUSE

*The purpose of the Integrity System is to manage ethics and integrity in PETROPERÚ, assuming a commitment to the system's norms, as well as to strengthen the ethical culture based on the zero-tolerance policy against fraud, corruption and any irregular act, thus providing the guidelines to follow to develop preventive actions and detect irregular acts.*

*In this sense, the CONTRACTOR / CLIENT undertakes to comply with the provisions of:*

*i) the PETROPERÚ Integrity Code; ii) the Corporate Anti-Fraud and Anti-Corruption Policy of PETROPERÚ S.A. and, iii) the guidelines of the Integrity System, in what is applicable to the obligations in charge.*

*The PETROPERÚ Integrity Code, the Corporate Anti-Fraud and Anti-Corruption Policy, as well as the Integrity System Guidelines are published on the PETROPERÚ portal, at the following link: <https://www.petroperu.com.pe/buen-gobierno-corporativo/nuestro-sistema-de-integridad/>*

**APPENDIX 3**

N° CARGOES	DELIVERY WINDOW	VOLUME (BBL)	PORTS	DIFFERENTIAL - PAYMENT 30 DAYS (US\$/BBL)
1	MARCH 27 <sup>TH</sup> / APRIL 05 <sup>TH</sup> , 2022	360 KB +/-5% (SELLER'S OPTION)	BAYOVAR/TALARA	
			CONCHAN/TALARA	
			BAYOVAR/CONCHAN/TALARA	
			CONCHAN/BAYOVAR/TALARA	
2	APRIL 10 <sup>TH</sup> /19 <sup>TH</sup> , 2022	360 KB +/-5% (SELLER'S OPTION)	BAYOVAR/TALARA	
			CONCHAN/TALARA	
			BAYOVAR/CONCHAN/TALARA	
			CONCHAN/BAYOVAR/TALARA	

**BIDDER MUST INDICATE THE COST FOR EACH ADDITIONAL 30 DAYS OF PAYMENT AFTER NOR DATE (US\$/BBL) UP TO A MAXIMUM OF 60 OR 90 OR 120 OR 150 OR 180 DAYS**

DAYS	US\$/BBL
30 TO 60	
30 TO 90	
30 TO 120	
30 TO 150	
30 TO 180	

**COST FOR SECOND ENTRY IN CONCHAN**

	US\$/BBL
SECOND ENTRY	