



GDCH-JCEH-0019-2022  
TENDER-009-2022  
FEBRUARY 04<sup>TH</sup>, 2022

PETROPERU S.A. IS PLEASED TO INVITE YOUR COMPANY TO BID FOR OUR FOLLOWING **DAP PURCHASES:**

1. **PRODUCTS: LIGHT NAPHTHA (SULFUR CONTENT: 500-3000 PPM)**
2. **QUANTITY, DISPORTS AND DELIVERY DATES:**

PETROPERU S.A. INTENDS TO PURCHASE ONE CARGO, ACCORDING TO THE FOLLOWING:

CARGO	DELIVERY WINDOW	PRODUCT	VOLUME	PORTS
1	MARCH 15 <sup>TH</sup> /19 <sup>TH</sup> , 2022	LIGHT NAPHTHA	60 KB (+/-10%)	TALARA

**NOTES:**

- **THE CORRESPONDING 5-DAYS DELIVERY WINDOW WILL BE NARROWED TO A 3-DAYS WINDOW BY SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY.**

**3. PENALTIES:**

IN CASES OF UNJUSTIFIED DELAYS OF THE VESSEL CARRYING THE CARGO, WHICH ARE THE RESULT OF CAUSES IMPUTABLE TO THE SELLER, AND NOT QUALIFIED AS FORCE MAJEURE, PETROPERU S.A. WILL INVOICE THE SELLER FOR THE EQUIVALENT 0.2% OF THE AMOUNT OF THE CARGO IN AMERICAN DOLLARS PER DAY OR PRO RATA FOR ANY PART OF A OF DELAY UP TO 6% MAXIMUM. FOR PENALTY CALCULATION PURPOSES, THE TIME OF THE VESSEL ARRIVAL (NOR) WILL BE ROUNDED TO THE NEXT HOUR, **I.E: IF THE VESSEL ARRIVES AT 10:42 HRS IT WILL BE CONSIDERED AS 11:00 HRS.**

PENALTY DAILY CALCULATION SHALL START AS FROM 00:00 HOURS OF THE DAY FOLLOWING THE LAST DAY OF THE CONTRACTUAL LAYCAN UP TO THE ARRIVAL OF THE VESSEL AT THE FIRST DISCHARGE PORT AND ISSUANCE OF NOTICE OF READINESS (NOR). PAYMENT OF THIS PENALTY DOES NOT EXCLUDE THE COMPENSATION CORRESPONDING IN FAVOR OF PETROPERU S.A. DUE TO DAMAGES, INCLUDING LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, LOSSES OR ANY OTHER TYPE OF DAMAGE, OPERATING COSTS OR ANY OTHER CONCEPT BECAUSE OF THE DELAY. IT DOES NOT EXCLUDE EITHER THE RESPONSIBILITIES ARISING FROM APPLICATION OF COMPENSATION OR PENALTY CLAUSES ESTABLISHED FOR EACH OPERATION IN PARTICULAR.

**THE SELLER ACCORDING TO THE INVOICE ISSUED BY PETROPERU S.A. WILL PAY PENALTY FOR BREACH.**

**REGARDING THE SECOND PARAGRAPH FROM CLAUSE N° 03: DURING THE FIRST 05 DAYS OF THE LATE ARRIVAL, PETROPERU S.A. DOESN'T APPLY THE FOLLOWING CONDITION: "THE COMPENSATION CORRESPONDING IN FAVOR OF PETROPERU S.A. DUE TO DAMAGES, INCLUDING LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, LOSSES OR ANY OTHER TYPE OF DAMAGE, OPERATING COSTS OR ANY OTHER CONCEPT BECAUSE OF THE DELAY".**

**FROM THE SIXTH DAY OF LATE ARRIVAL AND FORWARD, PETROPERU S.A. WILL EVALUATE THE APPLICATION OF A COMPENSATION (AS SAID ON THE PARAGRAPH ABOVE) FOR LATE ARRIVAL.**

**4. COUNTRY OF ORIGIN:**

BIDDER MUST DECLARE THE INTENDED ORIGIN AND LOAD PORT FOR THE CARGO OF LIGHT NAPHTHA. BIDDER MUST BE AWARE THAT SINCE JANUARY 01, 2006 CUSTOM TAXES FOR PETROLEUM PRODUCTS WILL BE ZERO WITHOUT CONSIDERING COUNTRY OF ORIGIN.



5. **PRICE & PRICING PERIOD:**

✓ **PRICING FORMULA FOR LIGHT NAPHTHA:**

PRICE	=	ARGUS MEAN GASOLINE 87 CONV COLONIAL M PIPELINE LOWEST RVP NOT 7.8 OR 7.0 (DATA CODE: PA0013296) CONVERTED INTO US DOLLARS	+/-	A FIXED AMOUNT OF US DOLLARS PER BARREL
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**IMPORTANT NOTE:**

BIDDER OFFER MUST BE ONLY A FIXED AMOUNT OF US DOLLARS PER BARREL.

✓ **PRICING PERIOD:**

**IT WILL BE DEFINED RELATION TO THE NOR TENDER AT THE FIRST PERUVIAN PORT.**

**WHETHER THE CARGO ARRIVES BEFORE THE CONTRACTUAL WINDOW, PETROPERU S.A. WILL CONSIDER AS THE NOR DATE (FOR PRICING PURPOSE/ PAYMENT) THE FIRST DAY OF THE CONTRACTUAL WINDOW. OTHERWISE, PETROPERU S.A. WILL CONSIDER THE NOR.**

**PRICING DATES WILL BE DETERMINED UPON THE AVERAGE OF THE MEAN POSTINGS AS PUBLISHED BY ARGUS + CONVERTED INTO US DOLLARS IN EFFECT ON THE DAY OF NOR, TWO PUBLICATIONS IMMEDIATELY BEFORE THE NOR AND TWO PUBLICATIONS IMMEDIATELY AFTER NOR (2-1-2).**

**IN THE EVENT THE NOR DAY FALLS ON A DAY WHEN ARGUS IS NOT PUBLISHED, THEN FOR PRICING PURPOSES ONLY, THE PRICE WILL BE CALCULATED UTILIZING THE THREE EFFECTIVE PUBLISHED PRICE QUOTATIONS IMMEDIATELY BEFORE THE NOR DATE AND TWO EFFECTIVE PUBLISHED PRICE QUOTATIONS IMMEDIATELY AFTER NOR DATE (3-0-2). IN ALL CASES, FIVE SEPARATE AND CONSECUTIVE QUOTATIONS SHALL BE USED.**

6. **PAYMENT TERMS:**

**PAYMENT TERMS TO BE CONSIDERED FOR THIS TENDER WILL BE OPTIONS "A" OR "B".**

**OPTION "A"**

**IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT 30, 60, 90, 120, 150 AND 180 DAYS AFTER NOR DATE OF THE CARGO OR ANY OTHER TERM, FREE OF INTERESTS, GUARANTEED BY IRREVOCABLE AND CONFIRMED DOCUMENTARY LETTER OF CREDIT TO BE OPENED AND CONFIRMED BEFORE DISCHARGE THE CARGO, IN THE USUAL PETROPERU S.A. FORMAT. IF THE DUE DATE FALLS ON A FRIDAY OR A SATURDAY OR A SUNDAY OR A MONDAY OR A TUESDAY OR A WEDNESDAY, PAYMENT SHALL BE MADE ON THE NEXT THURSDAY.**

THE LETTER OF CREDIT MAY BE OPENED BY A BANK DESIGNATED BY PETROPERU S.A. AND CONFIRMED BY A FIRST CLASS BANK DESIGNATED BY THE OPENING BANK. IT MAY BE OPENED AND ALSO CONFIRMED BY A FIRST CLASS BANK DESIGNATED BY PETROPERU S.A.

IN ANY CASE, THE BENEFICIARY MAY HAVE THE OPTION, AT ITS COST, TO REQUEST PETROPERU S.A. THAT THE CONFIRMED LETTER OF CREDIT BE ADDITIONALLY ADVISED BY A PARTICULAR BANK.

PETROPERU S.A. WORKS WITH THE FOLLOWING BANKS:

1. DEUTSCHE BANK, 2. SUMITOMO BANKING, 3. BLADEX, 4. BNP PARIBAS, 5. NATIXIS, 6. ITAU BBA S.A., 7. JP MORGAN CHASE, 8. CAF, 9. CITIBANK, 10. BANCO SANTANDER, 11. ITAU BBA S.A.

**OPTION "B"**

**IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT 30, 60, 90, 120, 150 AND 180 DAYS AFTER NOR DATE OF THE CARGO OR ANY OTHER TERM, FREE OF INTERESTS, IN AN OPEN LINE CREDIT BASIS. THE BIDDER MUST EXPLICITLY DECLARE THE OPTION OF PAYMENT EITHER BY LETTER OF CREDIT OR OPEN LINE. IF THE DUE DATE FALLS ON A FRIDAY OR A SATURDAY OR A SUNDAY OR A MONDAY OR A TUESDAY OR A WEDNESDAY, PAYMENT SHALL BE MADE ON THE NEXT THURSDAY.**

WHETHER THE CARGO ARRIVES BEFORE THE CONTRACTUAL WINDOW, PETROPERU S.A. WILL CONSIDER AS THE NOR DATE (FOR PAYMENT PURPOSE) THE FIRST DAY OF THE CONTRACTUAL WINDOW. OTHERWISE, PETROPERU S.A. WILL CONSIDER THE NOR.

**IMPORTANT NOTE:** THE BIDDER COULD OFFER A DIFFERENTIAL FOR EACH PERIOD OF PAYMENT AT 30, 60, 90, 120, 150 AND 180 DAYS (FORMAT IN ITEM 13). IT IS NOT MANDATORY TO QUOTE ALL PAYMENT PERIODS.



PETROPERU S.A. WILL INCORPORATE IN THE EVALUATION A COST OF AVAILABILITY OF CASH FLOW FOR THE DIFFERENT PAYMENT PERIODS.

BY THE TERMS ESTABLISHED IN THE AWARD, PETROPERU S.A. AND THE SELLER COULD AGREE TO EXTENT PAYMENT TERMS FOR "X" DAYS. IN THIS REGARD, PETROPERU S.A. SHALL PAY INTEREST TO THE SELLER AT THE RATE OF [...] % PER YEAR FROM INITIAL DATE [...] (TO COUNT AS DAY ZERO (0) UNTIL THE DAY PAYMENT IS RECEIVED INTO SELLER'S ACCOUNT (MATURITY DATE), CALCULATED ON THE BASIS OF A 360 DAYS PER YEAR, PRO RATA TEMPORIS, ON THE CARGO VALUE [USD ...].

INTEREST PAYMENT SHALL BE REVEALED ON A DESAGGREGATE BASIS WITH REGARD THE CARGOES VALUE IN THE FINAL INVOICE.

#### 7. DOCUMENTATION REQUIREMENTS:

FOR DAP PURCHASES, THE SUPPLIER MUST SUBMIT TO PETROPERU S.A. THE ORIGINAL DOCUMENTS LISTED BELOW (ACCORDING TO THE DOCUMENTATION INSTRUCTIONS FROM PETROPERU S.A.), WITHIN TEN (10) CALENDAR DAYS AS FROM THE TIME DISCHARGE IS FINISHED.

- COMMERCIAL INVOICE OR E-COMMERCIAL INVOICE
- 3/3 BILLS OF LADING
- CARGO MANIFEST
- CERTIFICATE OF ORIGIN

#### IMPORTANT NOTES

- PRESENTATION OF PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING (ORIGIN) ARE ACCEPTABLE ONLY FOR DISCHARGE THE PRODUCT. THE SELLER'S COMMERCIAL INVOICE OR ELECTRONIC SIGNED INVOICE DULY ISSUED TO PETROPERU S.A., SHOWING FULL PRICE CALCULATION, NET BARRELS AND PAYMENT INSTRUCTIONS. A PROVISIONAL INVOICE MAY BE ISSUED IF THE DEEMED PRICING PERIOD HAS NOT BEEN COMPLETED BY THE TIME BUYER NEEDS TO PRESENT VESSEL TO CUSTOMS.
- IF THE PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING ARE NOT PRESENTED IN DUE TIME, PETROPERU S.A. MAY ONLY AUTHORIZE THE DISCHARGE OF HYDROCARBONS UNDER RESPONSIBILITY OF THE SELLER, GUARANTEED BY A LETTER OF INDEMNITY (LOI) IN PETROPERU S.A. FORMAT. THE SELLER SHALL BE RESPONSIBLE FOR ALL INHERENT COSTS AND RISKS GENERATED BY THE CUSTOMS AUTHORITIES OR THIRD COMPANIES.
- THE B/L, PROVISIONAL COMMERCIAL INVOICE OR E-COMMERCIAL INVOICE, CERTIFICATE OF QUALITY, CERTIFICATE OF ORIGIN AND OTHERS MUST BE SEND TO PETROPERU S.A. FIVE (05) WORKING DAYS BEFORE THE VESSEL ARRIVAL TO THE FIRST PORT.
- THE FINAL COMMERCIAL INVOICE MUST BE SUBMITTED ONCE THE PRICE OF THE CARGO IS ESTABLISHED.

8. **QUALITY:**

- **START-UP NAPHTHA FOR HTN AND HTF UNITS**

Description	Characteristics
Bromine Index	< 2 g Br/100g
Dienes content*	< 0.5 g iodine/100g
Maleic Anhydride Value (MAV) *	< 2 mg/g
Density at 15 °C, Kg/m3	746 kg/m3 approx.
Distillation IBP ASTM D86	30°C min.
Distillation FBP ASTM D86	184°C max.
Sulfur content (wppm)	[500 - 3000]
Gum content	< 5 mg/100ml
Water content	0
Color (ASTM D1500)	< 2
Nitrogen content	< 20 wtpm
C7 Insoluble	Null

\* Dienes content < 0.5 g iodine/100g or its equivalent MAV < 2 mg/g

9. **MEASUREMENT / INSPECTION**

THE SUPPLIER MUST SEND TO PETROPERU S.A. THE QUALITY OF THE PRODUCT FIVE (05) DAYS BEFORE THE DISCHARGE OF THE PRODUCT (ALL SPECIFICATIONS DETAIL IN ITEM 8), THE QUALITY WILL BE DETERMINED BY THE INDEPENDENT INSPECTOR OF RECORD, THIS COST IS ASSUME BY SELLER.

FOR THE DISCHARGE OF THE CARGOES, PETROPERU S.A. WILL BE VERIFIED THE MAIN SPECIFICATIONS AND WHAT PETROPERU S.A. CONSIDERS CONVENIENT ACCORDING TO THE COMPOSITE SAMPLE OF ALL COMPARTMENTS IN THE SHIP WHERE THE CARGO IS STORED BEFORE STARTING DISCHARGE OPERATION AT FIRST PERUVIAN PORT.

ALSO, THE QUALITY SHALL BE MEASURED ON VESSEL COMPOSITE SAMPLE IN DISCHARGE AT FIRST PERUVIAN PORT ASCERTAINED BY A MUTUALLY AGREED INDEPENDENT INSPECTOR. IF QUALITY IS DETERMINED TO BE OFF-SPEC, THEN SELLER WILL BE RESPONSIBLE FOR ANY AND ALL DIRECT COSTS INCURRED TO CORRECT THE CARGO. IF CARGO CANNOT BE CORRECTED OR ACCEPTED AS-IS, THEN BUYER SHALL BE ENTITLED TO REJECT CARGO AND TERMINATE THE CONTRACT, IN EITHER CASE SELLER SHALL COMPENSATE BUYER OF ALL DIRECT COSTS ACTUALLY AND REASONABLY INCURRED BY SUCH BREACH.

INVOICE QUANTITY SHALL BE BASED ON VESSEL FIGURES IN DISCHARGE AT FIRST PERUVIAN PORT WITH VEF APPLIED, AS CERTIFIED BY THE INDEPENDENT INSPECTOR OF RECORD.

- THE INSPECTION COSTS (AS OBSERVERS) AT LOAD AND DISCHARGE PORT(S) SHOULD BE SHARED BETWEEN PETROPERU'S ACCOUNT AND SELLER (50 % EACH).
- PETROPERU S.A. WILL CONSIDER ADDITIONAL TESTS TO ENSURE THE QUALITY IF ITS CONVENIENT.

10. **PORT RESTRICTIONS:**

PORT	DRAFT (m)	LOA (m)	MAXIMUM DISPLACEMENT	DWT
TALARA (LIQUID CARGO DOCK)	10.67	193.00	45,000 MT	-----

**IMPORTANT NOTE: LIFTING EQUIPMENT**

DERRICK/ CRANE DESCRIPTION (NUMBER AND SWL): CRANES: 1 X 10 TONS (MINIMUM)

11. **VESSEL NOMINATION AND DISCHARGE/LOADING PROCEDURES:**

**DAP PURCHASE:** BIDDER MUST COMPLY WITH ITEM 06.1 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (OPERATING CONDITIONS).



**12. DEMURRAGE:**

AS PER ITEM 06.5 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS.

DEMURRAGE AND POST DEAL EXPENSE CLAIMS

PLEASE CONTACT PETROPERU'S DEMURRAGE TEAM WITH SUBJECT LINE TO READ: TYPE OF CLAIM E.G. PETROPERU S.A. DEMURRAGE, DEVIATION CLAIM. VESSEL NAME/ B/L DATE/ LOADPORT AND/OR DISPORT.

<b>Email</b>
<a href="mailto:demurrage1@petroperu.com.pe">demurrage1@petroperu.com.pe</a>

**NOTE:** CLAIMS WILL NOT BE VALID IF SENT TO OTHER EMAIL ADDRESS.

**FOR CLAIMS, THE SELLER MUST SEND TO PETROPERU S.A. THE COMMERCIAL INVOICE WITH THE VESSEL OWNER.**

**13. PRODUCT OFFERS: TO BE RECEIVED IN OUR PETROPERU'S TENDER WEBSITE AND/OR PETROPERU'S EMAIL: TENDERSPETROPERU@PETROPERU.COM.PE BETWEEN 10:00 (NOT EARLIER) AND 11:00 HRS. ON FEBRUARY 09<sup>TH</sup>, 2022 WITH VALIDITY UNTIL 18:00 HRS ON FEBRUARY 11<sup>TH</sup>, 2022. (LIMA TIME: UTC-05:00)**

IN THE EVENT THAT A PROBLEM OCCURRED WHILE SUBMITTING YOUR OFFER, PLEASE CONTACT US DURING THE SCHEDULE INDICATED.

**OFFERS WILL BE SUBMITTED BY THE BIDDERS UNDER THE FOLLOWING FORMAT:**

CARGO	DELIVERY WINDOW	PRODUCT	VOLUME	PORTS	DIFFERENTIAL DAP TALARA - 30 DAYS AFTER NOR (US\$/BBL)
1	MARCH 15 <sup>TH</sup> /19 <sup>TH</sup> , 2022	LIGHT NAPHTHA	60 KB (+/-10%)	TALARA	

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

**14. LAW AND JURISDICTION:** AS PER ITEM N°12 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).

**15. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:** AS PER APPENDIX N° 01

**16. INTEGRITY SYSTEM CLAUSE:** AS PER APPENDIX N° 02

**17. POLICIES:**

- INTEGRATED MANAGEMENT POLICY OF QUALITY, ENVIRONMENT, SAFETY AND HEALTH AT WORK:

([https://www.petroperu.com.pe/Storage/tbl\\_documentos\\_varios/flid\\_1160\\_Documento\\_file/454-c3Ac6Fa0Xa1Ap1N.pdf](https://www.petroperu.com.pe/Storage/tbl_documentos_varios/flid_1160_Documento_file/454-c3Ac6Fa0Xa1Ap1N.pdf))

- POLICY FOR PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, FELONIES OF CORRUPTION AND ANTI-BRIBERY MANAGEMENT:

([https://www.petroperu.com.pe/Storage/tbl\\_documentos\\_varios/flid\\_1160\\_Documento\\_file/559-m9Jd0Ef2Jv0lr1F.pdf](https://www.petroperu.com.pe/Storage/tbl_documentos_varios/flid_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf))

**18. 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).

**19. IMPORTANT NOTES:**

- 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.

- 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.
  - C. IF THE WINNER FAILS TO COMPLY WITH THE THREE DAY LAYCAN, AS PER ITEM 2, PETROPERU S.A. RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU S.A. MAY APPLY ITEM 19.A OF THIS INVITATION.
- 20. THE CONTRACT FOR THIS TENDER WILL BE INTEGRATED BY THIS INVITATION, YOUR OFFER, OUR AWARD AND PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF APRIL 2017). IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT.
  - 21. PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CARGO UNDER THIS INVITATION BEFORE AWARDED THIS TENDER. PETROPERU S.A. FURTHERMORE, PETROPERU S.A. RESERVES THE RIGHT TO AWARD OR NOT AWARD THIS TENDER. PETROPERU S.A. RESERVES THE RIGHT TO AWARD NONE OR ONE CARGO UNDER THIS TENDER.
  - 22. DUE TO CONTRALORÍA DEL PERÚ REQUIREMENTS, IF YOUR COMPANY IS NOT ABLE TO PARTICIPATE IN THIS TENDER, PETROPERU S.A. KINDLY REQUEST TO RECEIVE A LETTER EXPLAINING THE REASON OF YOUR INABILITY.

YOUR OFFER WILL BE HIGHLY APPRECIATED.

BEST REGARDS,

**RAMÓN PINEDO RAMÍREZ**  
**INTERNATIONAL TRADE**  
**PETROPERU S.A.**

**APPENDIX No. 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 No. 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/>*