

GDCH-JCEH-0181-2021  
TENDER-083-2021  
DECEMBER 29<sup>TH</sup>, 2021

PETROPERU IS PLEASED TO INVITE YOUR COMPANY TO BID FOR OUR FOLLOWING PURCHASE:

1. PRODUCTS: LPG (PROPANE AND BUTANE)
2. QUANTITY:

PETROPERU INTENDS TO PURCHASE ONE OF THE FOLLOWING ALTERNATIVES OF **FIVE CARGOES** EACH (AT SELLER'S OPTION) OF COMMERCIAL PROPANE AND BUTANE, FULLY REFRIGERATED, **NOT ODORIZED**, SEGREGATED OR MIXED AND IN A RATIO **BETWEEN 70/30-%W AND 60/40-%W, RESPECTIVELY**, (SELLERS' OPTION). DISCHARGE TEMPERATURE **BETWEEN -10°C AND + 2.0 °C**.

**ALTERNATIVE A: PETROPERU INTENDS TO PURCHASE 55,000 MT +0/-5 % // DAP PURCHASE AT CALLAO PORT**

CARGOES	DELIVERY	QUANTITY GLP (TM)	TOLERANCE	PORT	NUMBER OF ENTRIES TO DISCHARGE PER PORT (***)
1°	FEBRUARY 06 <sup>TH</sup> / 10 <sup>TH</sup> 2022 (*)	11,000	0/-5%	CALLAO	1 OR 6
2°	MARCH 2022 (**)	11,000	0/-5%		1 OR 6
3°	APRIL 2022 (**)	11,000	0/-5%		1 OR 6
4°	MAY 2022 (**)	11,000	0/-5%		1 OR 6
5°	JUNE 2022 (**)	11,000	0/-5%		1 OR 6

**ALTERNATIVE B: PETROPERU INTENDS TO PURCHASE 35,000 MT +0/-5 % // DAP PURCHASE AT CALLAO PORT**

CARGOES	DELIVERY	QUANTITY GLP (TM)	TOLERANCE	PORT	NUMBER OF ENTRIES TO DISCHARGE PER PORT (***)
1	FEBRUARY 06 <sup>TH</sup> / 10 <sup>TH</sup> 2022 (*)	11,000	0/-5%	CALLAO	1 OR 6
2	MARCH 2022 (**)	6,000	0/-5%		1 OR 4
3	APRIL 2022 (**)	6,000	0/-5%		1 OR 4
4	MAY 2022 (**)	6,000	0/-5%		1 OR 4
5	JUNE 2022 (**)	6,000	0/-5%		1 OR 4

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

(\*\*) PETROPERU WILL NOTIFY AT LEAST FORTY-FIVE (45) CALENDAR DAYS PRIOR TO THE FIRST DELIVERY WINDOW DAY THE CORRESPONDING 5-DAY DELIVERY WINDOW. WHICH IT WILL BE NARROWED TO A 3-DAY WINDOW BY SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST DAY OF THE DELIVERY WINDOW.

(\*\*\*) IN THE CASE THE VESSEL DOES NOT COMPLETE THE DISCHARGE IN THE FIRST ENTRY; THEN IT WILL WAIT UNTIL THERE IS AVAILABLE CAPACITY TO DISCHARGE THE REMAINING VOLUME.

**IMPORTANT NOTES:**

THIS CARGO WILL NOT BE EXCLUSIVE FOR PETROPERU S.A THIS MEANS THAT WINNER CAN LOAD IN THE SAME VESSEL ANY ADDITIONAL VOLUME FOR OTHER CONSIGNEE IN PERU.



**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° 04: 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. DISPORTS AND DELIVERY DATES – DAP (INCOTERMS 2010) PURCHASE**

THIS PURCHASE IS FOR PERUVIAN DESTINATION: **CALLAO DURING FEBRUARY – JUNE, 2022.**

**5. COUNTRY OF ORIGIN: BIDDER MUST DECLARE THE INTENDED ORIGIN AND LOAD PORT FOR THE CARGO OF LPG (PROPANE AND BUTANE) OFFERED. BIDDER MUST BE AWARE THAT SINCE JANUARY 01, 2006 CUSTOM TAXES FOR PETROLEUM PRODUCTS WILL BE ZERO WITHOUT CONSIDERING COUNTRY OF ORIGIN.****6. PRICE & PRICING PERIOD:**

BIDDER MUST CLEARLY INDICATE THE PRICE IN ITS OFFER

**PROPANE**

THE PRICE DAP CALLAO, PERU (INCOTERMS 2010) IN US DOLLARS (USD) PER MT (USD/MT) FOR THE PRODUCT PURCHASED AND SOLD UNDER THE TERM SET FORTH HEREIN UNDER SHALL BE CALCULATED AND SET USING THE FOLLOWING FORMULA: (C3 + X) USD/MT

WHERE:

C3: THE SIMPLE AVERAGE OF ALL DAILY VALID MEAN QUOTATIONS DURING THE MONTH OF DELIVERY FOR PROPANE, PUBLISHED BY PLATT'S US MARKETSCAN ("PLATT'S") IN THE SECTION "GAS LIQUIDS" UNDER THE HEADING "NON-LST MONT BELVIEU" (DATA CODE: PMAAY00) MULTIPLIED BY A FACTOR OF 5.21 TO CONVERT FROM C/GAL TO US\$/MT.

X: PRICE EXPRESSED IN US\$/MT TO BE OFFERED.

**BUTANE**

THE PRICE DAP CALLAO, PERU (INCOTERMS 2010) IN US DOLLARS (USD) PER MT (USD/MT) FOR THE PRODUCT PURCHASED AND SOLD UNDER THE TERM SET FORTH HEREIN UNDER SHALL BE CALCULATED AND SET USING THE FOLLOWING FORMULA: (C4 + Y) USD/MT

WHERE:

C4: THE SIMPLE AVERAGE OF ALL DAILY VALID MEAN QUOTATIONS DURING THE MONTH DELIVERY FOR NORMAL BUTANE, PUBLISHED BY PLATT'S US MARKETSCAN IN THE SECTION "GAS LIQUIDS" UNDER THE HEADING "NON-LST MONT BELVIEU" (DATA CODE: PMAA100) MULTIPLIED BY A FACTOR OF 4.53 TO CONVERT FROM C/GAL TO US\$/MT.

Y: PRICE EXPRESSED IN US\$/MT TO BE OFFERED.

THE BIDDER MUST CLEARLY INDICATE THE PRICE FOR EACH ALTERNATIVE CARGO IN ITS OFFER.

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



**ALTERNATIVE A:**

CARGOES	DELIVERY	PORT	GLP	DIFFERENTIAL - PAYMENT 30 DAYS (US\$/MT)
1*	FEBRUARY 06 <sup>TH</sup> / 10 <sup>TH</sup> 2022	CALLAO	PROPANO: X	
			BUTANO: Y	
2°	MARCH 2022		PROPANO: X	
			BUTANO: Y	
3°	APRIL 2022		PROPANO: X	
			BUTANO: Y	
4*	MAY 2022		PROPANO: X	
			BUTANO: Y	
5°	JUNE 2022		PROPANO: X	
			BUTANO: Y	

**ALTERNATIVE B:**

CARGOES	DELIVERY	PORT	GLP	DIFFERENTIAL - PAYMENT 30 DAYS (US\$/MT)
1	FEBRUARY 06 <sup>TH</sup> / 10 <sup>TH</sup> 2022	CALLAO	PROPANO: X	
			BUTANO: Y	
2	MARCH 2022		PROPANO: X	
			BUTANO: Y	
3	APRIL 2022		PROPANO: X	
			BUTANO: Y	
4	MAY 2022		PROPANO: X	
			BUTANO: Y	
5	JUNE 2022		PROPANO: X	
			BUTANO: Y	

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

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

NOTE: PLEASE INDICATE WHAT IT WOULD BE THE COST OF ODORIZING THE PRODUCT (US\$/MT) AND A SECOND ENTRY (US\$/MT)

	US\$/MT
COST OF ODORIZING	
SECOND ENTRY	

**7. 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, 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 PETROPERÚ 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 PETROPERÚ 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 PETROPERÚ.

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

PETROPERU WORKS WITH THE FOLLOWING BANKS: DEUTSCHE BANK, SUMITOMO BANKING, BLADDEX, BNP PARIBAS, NATIXIS, ITAU BBA SA, JP MORGAN CHASE, CAF, CITIBANK, BANCO SANTANDER.

**OPTION "B"**

IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT 30, 60, 90, 120, 150, 180 **DAYS AFTER NOR DATE** OF THE CARGO OR ANY OTHER TERM, FREE OF INTERESTS, IN AN OPEN LINE CREDIT BASIS. 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 BIDDER MUST EXPLICITELY DECLARE THE OPTION OF PAYMENT EITHER BY LETTER OF CREDIT OR OPEN LINE.

**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 14). IT IS NOT MANDATORY TO QUOTE ALL PAYMENT PERIODS. PETROPERU S.A. SHALL EVALUATE ALSO OTHER PAYMENT TERMS, FREE OF INTERESTS.

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

BY THE TERMS ESTABLISH 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 ...]. 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.

**INTEREST PAYMENTS SHALL BE REVEALED ON A DESAGREGATE BASIS WITH REGARD THE CARGOES VALUE IN THE FINAL INVOICE.**

**8. 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
- 3/3 BILLS OF LADING
- CARGO MANIFEST
- CERTIFICATE OF ORIGIN
- NOTICE OF READINESS (NOR)

**IMPORTANT NOTE**

- 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.



**9. QUALITY: LPG (PROPANE+BUTANE) – NOT ODORIZED**

**PROPANE AND BUTANE MUST COMPLY WITH ALL OF THE FOLLOWING SPECIFICATIONS:**

PROPERTIES	MIN	MAX	ASTM METHOD
Evapored temperature,95%°C		2.2	D1837
Vapor pressure at 37.8°C,Kpa (psi)	793 (115)	1435 (208.10)	D 1267,D2598
Density at 15° or relative density at 15.6°C/15.6°C (60/60°F)	Report		D1657, D2598
Residue on evaporation of 100mL,mL		0.05	D2158
Oil stain observation	Pass		D2158
Composition, % V			D2163
C2	Limited by RVP		
C3	Report		
C4	Limited by RVP		
C5 and heavier		2	
Hydrocarbons unsaturated	Report		
Dienes		0.5	
Sulfur,mg/kg (ppm mass) (1)		140	D6667
Corrosion,copper,strip, N°		1	D1838
Hydrogen Sulfide	Pass		D2420
Moisture content	Pass		D2713
Free water content	None		Visual
Odor (2)	Report		

Notes:

(1) Determination of sulfur content shall be done after the odoriferous substance has been added

(2) Mercaptan content report

**10. MEASUREMENT / INSPECTION**

THE QUALITY WILL BE DETERMINED BY THE INDEPENDENT INSPECTOR, THIS COST IS ASSUME BY SELLER. FOR THE DISCHARGE OF THE CARGO, PETROPERU WILL BE VERIFIED THE MAIN SPECIFICATIONS AND WHAT PETROPERU CONSIDERS CONVENIENT ACCORDING TO THE COMPOSITE SAMPLE OF ALL COMPARTMENTS IN THE SHIP WHERE THE CARGO IS STORED BEFORE STARTING DISCHARGE OPERATION.

ALSO, THE QUALITY SHALL BE MEASURED ON VESSEL COMPOSITE SAMPLE AT DISCHARGE 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 ANY AND ALL DIRECT COSTS ACTUALLY AND REASONABLY INCURRED BY SUCH BREACH.

QUANTITY SHALL BE BASED ON VESSEL FIGURES AT DISCHARGE PORT WITH VEF APPLIED, AS CERTIFIED BY THE INDEPENDENT INSPECTOR.

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

**11. DISCHARGE CONDITIONS**

- CARGO TEMPERATURE AT DISCHARGE OPERATION MUST BE BETWEEN -10°C TO +2.0 °C.
- THE PRODUCT MUST BE DISCHARGED MIXED.

**12. PORT RESTRICTIONS:**

PORT	DRAFT (m)	LOA (m)	MAXIMUM DISPLACEMENT	DWT
CALLAO (PIER N° 07 -A)	10.67	228.60	—	35,000
CALLAO (PIER N° 07 - B)	9.75	228.60	—	35,000

(\* Entry or exit of the pier





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

THE WINNER OF THE CARGO MUST FULLY COMPLY THE OFFERED DELIVERY DATES. TO FULFILL THIS, ALL CAUTIONS SHOULD BE TAKEN WITH SHIP NOMINATION.

SHIP FOR THE CARGO TO BE NOMINATED BY SELLER HAS TO BE CLASSIFIED BY ANY QUALIFIED SOCIETY MEMBERS OF INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETIES (IACS). IF SHIP NOMINATED BY SELLER DOES NOT COMPLY WITH THAT QUALIFICATION, SHIP WILL BE REFUSE BY PETROPERU S.A. (SEE BELOW MEMBERS LIST):

- |                               |                                 |
|-------------------------------|---------------------------------|
| - LLOYDS' REGISTER            | - AMERICAN BUREAU OF SHIPPING   |
| - NORSKE VERITAS              | - CHINA CLASSIFICATION SOCIETY  |
| - GERMANISCHER LLOYD          | - BUREAU VERITAS                |
| - KOREAN REGISTER OF SHIPPING | - MARITIME REGISTER OF SHIPPING |
| - NIPPON KAIJI KYOKAI         | - REGISTRO ITALIANO             |

**IMPORTANT NOTE:** NOMINATION OF MARINE AGENTS FOR ANY VESSEL IS A FULL RESPONSIBILITY OF THE WINNER OF THE CARGO.

**14. DEMURRAGE:**

AS PER ITEM 6.5 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS.

ANY DELAY ARISING OUT OF/OR IN CONNECTION WITH ADVERSE WEATHER OR SEA STATE MUST COUNT AS ONE HALF LAYTIME OR, AT ONE HALF DEMURRAGE RATE AS PER CHARTY PARTY.

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

Email
demurrage1@petroperu.com.pe

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

**15. PRODUCT OFFERS:**

TO BE RECEIVED IN PETROPERU'S TENDER WEBSITE OR EMAIL: [TENDERSPETROPERU@PETROPERU.COM.PE](mailto:TENDERSPETROPERU@PETROPERU.COM.PE) BETWEEN 10:00 (NOT EARLIER) AND 11:00 HRS. ON JANUARY 05<sup>TH</sup>, 2022 WITH VALIDITY UNTIL 19:00 HRS ON JANUARY 10<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.

**16. 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.

**17. LAW AND JURISDICTION:** AS PER ITEM 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).

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

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

**20. POLICIES:**

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

([https://www.petroperu.com.pe/Storage/tbl\\_documentos\\_varios/fid\\_1160\\_Documento\\_file/454-c3Ac6Fa0Xa1Ap1N.pdf](https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fid_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/fld\\_1160\\_Documento\\_file/559-m9Jd0Ef2Jv0lr1F.pdf](https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf)

21. **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).
22. **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 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 AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU RESERVES THE RIGHT TO SUSPEND OR EXCLUDE THE WINNER FROM OUR TENDER LIST.
  - B. PETROPERU REQUIRES THAT THE WINNER OF THIS TENDER PERFORM ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY, OTHERWISE PETROPERU 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 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 3, PETROPERU RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU MAY APPLY ITEM 22A OF THIS INVITATION.
23. 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.
24. PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARDING THIS TENDER. PETROPERU S.A. ALSO HAS THE RIGHT TO AWARD THE CARGOES TO DIFFERENT BIDDERS OR TO AWARD THE CARGOES TO ONLY ONE BIDDER. FURTHERMORE, PETROPERU S.A. RESERVES THE RIGHT TO AWARD OR NOT AWARD THIS TENDER. PETROPERU S.A. RESERVES THE RIGHT TO AWARD NONE OR UP TO FIVE CARGOES UNDER THIS TENDER.

YOUR OFFER WILL BE HIGHLY APPRECIATED.



RAMÓN PINEDO RAMÍREZ  
INTERNATIONAL TRADE  
PETROPERÚ 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/>

