

REPUBLIC OF PERU

National Port Authority (APN)

ProInversion

Tender Documents

Comprehensive Project Tender for the Concession of the Paita Port Terminal

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1. TENDER OBJECTIVE AND CHARACTERISTICS

Introduction

These Tender Documents aim at regulating the Comprehensive Project Tender procedure for granting the Paita Port Terminal in concession to the private sector. The Tender Documents' objectives are the following:

- Achieving a transparent, simple, objective and equal procedure.
- Achieving the participation of the largest number of bidders with experience in providing the required services.
- Achieving the participation of the greatest number of investors able to finance the infrastructure and equipment required to supply the services.
- Defining basic lines on which the Bidder may prepare its proposal.

In this way, basic aspects referred mainly to the rules and terms for the Tender, the concession area, the revenue expected for the State of the Republic of Peru, the competition factor, the services the Concessionaire will supply, bidder requirements, among other important ones are established. As usual in this kind of tenders, details will be developed through Circular letters in different Concession Agreement versions.

2.2 Tender Call and Objective

The State of the Republic of Peru, through the National Port Authority supported by the Private Investment Promotion Agency – PROINVERSION, calls to a Comprehensive Project Tender to grant the Paita Port Terminal, located in the Department of Piura, in concession to the private sector.

The Concessionaire will be charged with the design, building, financing, conservation and exploitation of the Paita Port Terminal.

The Paita Port Terminal modernization and development referred to by the Tender herein will have the following basic referential characteristics according to the Tender Documents herein and the Concession Agreement:

1. Construction of Marginal Dock for containers to be executed during the first 3 years of the Concession with the following characteristics:
 - A minimum 300 meters long dock
 - A container yard of at least 12 hectares
 - Acquisition of two dock gantry cranes
 - Acquisition of four yard gantry cranes
 - Acquisition of additional equipment
 - Dredging works down to 13 sea depth meters

2. Paita Port Terminal Operation and Maintenance

According to the kind of agreement foreseen in the Concession scheme, it is a DBFOT Concession (*Design, Build, Finance, Operate and Transfer*).

The Concession Term will be 30 years including the Building period according the Concession Agreement and pursuant to Section 10.3 of Article 10 in the National Port System Law.

The Concessionaire shall hire forty three (43) workers who are currently in an ENAPU-Paita Port Terminal payroll listed in Annex 14 of the Tender Documents.

Once the Concession Term elapses, the Concessioned Port Infrastructure including the Works, Port Equipment and other assets related to the Concession will be transferred to the State of the Republic of Peru in the conditions established in the Concession Agreement, which is free to directly operate them or grant them in administration to the private sector through a new private investment promotion process, pursuant to the Applicable Laws so that service continuity is guaranteed.

For the execution of Works and implementation of Port Equipment in this Concession, parameters and minimum yields will be defined to be complied with in detail in the Tender Documents herein and the Concession Agreement.

In its Technical Proposal, the Bidder may submit a project with the technological adequations and updating it deems convenient, as long as such modifications exceed the basic reference characteristics and service and productivity levels it shall observe as established in the Tender Documents herein and the Concession Agreement.

This concession philosophy is based upon privileging the accelerated and sustainable development of the second most important port in the country. To do so, it will be necessary to preserve a cooperation scheme in the private sector so as to permanently support concessionaire activities to increase revenues and improve service quality for users. A consequence of this philosophy will be that bidders may, under DBFOT scheme, develop the business plans which will provide them with better results considering flexibility in port development and operation stages. In the scheme, the Bidder will submit the State of the Republic of Peru the Design, Business Plan, Operation Plan and operation indicators consistent with said planning, permitting the State to assume a promoter role in the Port of Paita.

So Bidders can prepare the Proposal, the Existing Studies are made available to the Bidders, which are submitted in Appendix No. 1 of Annex No. 8 of the Tender Documents herein.

The Bidder is totally free to use said information. However, the Proposal submitted by the Bidder is its exclusive responsibility and in the future it may not allege or claim damage, indemnity or compensation as Concessionaire or in any other instance for eventual errors, omissions, inaccuracies or deficiencies of any kind existing in said background and studies.

The services in charge of the Concessionaire will be supplied to every user requesting them under the free competition, non-discrimination and equality before Law, neutrality, price transference prohibition, separate accounting and free election principles.

The Tender will be developed as established in the Tender Documents herein.

1.2 Definitions

Every reference in this document to “Section”, “Form” and “Annex” shall be understood as referred to the sections, forms and annexes in these Tender Documents respectively, except if otherwise stated.

Expressions in singular comprise in its case the plural and vice versa. Every hour reference shall be understood as effected at Peru’s local time.

The terms in capital letters in the Tender Documents herein which are not expressly defined herein correspond to Applicable Laws or to the meaning given them in the use of activities related to project development or, if not, to terms currently used in capital letter.

The following terms shall have the following meanings in the Tender Documents herein:

- 1.2.1 Non-Disclosure Agreement:** It is the agreement to be signed by the Authorized Agents before using the Data Room. The Non-Disclosure Agreement text is attached as Annex No. 1 hereto.
- 1.2.2 Concession Award:** It is the statement to be made by the Committee to announce the Bidder which obtained the highest score for the terms and conditions set forth in the Tender Documents, and which has been the winner of the Concession subject-matter of this Tender.
- 1.2.3 Award Winner:** It is the Pre-qualified Bidder granted the Concession Award.
- 1.2.4 Port Administrator:** For the purposes of these Tender Documents, it is the corporation responsible for the exploitation of the port infrastructure and the provision of port services, in one or more Port Terminals, notwithstanding the name or title under which such exploitation is carried out. In this regard, when the Tender Documents herein refer to the Administration of a Port Terminal, the term shall be understood as the exploitation of such infrastructure and provision of port services therein.
- 1.2.5 Private Investment Promotion Agency - PROINVERSION:** It is the body of the State of the Republic of Peru referred to in Supreme Decree No. 027-2002-PCM, as amended by Supreme Decree No. 095-2003-EF, responsible for the National Port Authority for the execution and development of this process.
- 1.2.6 Authorized Agents:** They are the individuals appointed as such by the Bidder for the purposes of this Tender.
- 1.2.7 Concession Area:** Maritime and land areas described in Annex 9, which shall be delivered to the Concessionaire for the purposes of this Concession.
- 1.2.8 Governmental Authority:** Any government or national, regional, departmental, provincial or municipal authority, or any of its regulatory or administrative offices or agencies, or any entity or body of the State of the Republic of Peru which, pursuant to law, exercises executive, legislative or judicial powers, or belongs to any of the preceding governments, authorities or institutions, with competence over the individuals, corporations or matters hereof.

- 1.2.9 National Port Authority (APN):** Entity created by the National Port System Law - Law No. 27943. It is a Public Decentralized Body responsible for the National Port System, attached to the Ministry of Transport and Communications, with internal legal capacity in public law, equity capital, and administrative, functional, technical, economic and financial autonomy, and regulatory power by delegation of the Ministry of Transport and Communications. It is in charge of the national private investment promotion process on port infrastructure and facilities owned by the State. Its Organization Rules and Functions have been approved by Supreme Decree No. 034-2004-MTC.
- 1.2.10 Tender Documents:** The document herein, which contains administrative aspects, procedures and conditions, including its Annexes, Forms, Appendixes and Circular Letters to be issued by the Committee, establishing the terms that shall govern the Tender and the Concession.
- 1.2.11 Subscribed and paid-in capital:** Part of the subscribed capital effectively paid by the shareholders of the Concessionaire.
- 1.2.12 Circular Letters:** Any guidelines issued in writing by the Committee, whether for specific or general purposes, aiming at complementing, clarifying, interpreting or modifying the contents hereof, other Circular Letter, or answering inquiries made by parties authorized to do so pursuant to the Tender Documents. These Circular Letters shall be integral part hereto.
- 1.2.13 Committee:** It is the Committee of PROINVERSION for Infrastructure and Public Utilities Projects, constituted through Supreme Resolution No. 444-2001-EF and responsible for the execution and development of this Tender, pursuant to the provisions of the Agreement. The current appointment of the Committee's members was carried out through Supreme Resolution No. 065-2006-EF.
- 1.2.14 Evaluation Committees:** They are the committees appointed by the Committee for the purpose of evaluating the documentation submitted in Envelopes No. 1 and 2, pursuant to the provisions herein.
- 1.2.15 Grantor:** It is the State of the Republic of Peru, represented by the Ministry of Transport and Communications (MTC). For the purpose of this Tender, the Grantor, represented by MTC, shall act through the APN, which powers, pursuant to Article 24 of the National Port System Law (hereinafter "LSPN") include executing with the private sector the agreement commitments undertaken in LSPN.
- 1.2.16 Concession:** It is the public law juridical relationship established between the Grantor and the Concessionaire as from subscription of the Agreement through which the Grantor grants the Concessionaire the right to get economic profits from the Concession Assets during concession term.
- 1.2.17 Concessionaire:** It is the corporation constituted in Peru by the Award Winner that enters into the Concession Agreement with the Grantor.
- 1.2.18 Tender:** It is the Comprehensive Project Tender process regulated by the Tender Documents for granting the Paita Port Terminal in concession.

- 1.2.19 Consortium:** It is the grouping of two or more corporations who lacks legal representation independently from that of its members, which has been made up so as to participate as a Bidder in the Tender herein.
- 1.2.20 Building:** It comprises the necessary activities to implement and commission the Paita Port Terminal Concession. Among that activities: (1) carrying out different kinds of civil works, (2) installing equipment or electric, mechanic or electronic systems and (3) implementing information technology.
- 1.2.21 Concession Agreement or Agreement:** It is the Concession Agreement and annexes making part of it, which will rule the relations between the Concessionaire and the Grantor for the execution and exploitation of the Paita Port Terminal.
- 1.2.22 Effective Control:** It is understood that individual or corporation is under the effective control of other corporation or subject to a common control with it when:
- There is a direct or indirect control of more than fifty percent (50%) of the voting capital; or
 - There is a direct or indirect representation in its board or equivalent body of more than fifty percent (50%) of its members; or
 - If through any other mechanisms or circumstances (contractual or legal) it effectively controls decision making at the other company.
- 1.2.23 Call:** It is the announcement by which those interested in participating in the Tender are invited to bid pursuant to the Tender documents herein.
- 1.2.24 Schedule:** It is the time frame for the activities been developed pursuant to the Tender herein as shown in Annex N° 12.
- 1.2.25 DBFOT:** (*Design, Build, Finance, Operate and Transfer*). An arrangement whereby the Concessionaire is awarded the Concession Area including the port infrastructure and equipment it may contain, so the Concessionaire can design, build, finance, control, operate and exploit the Paita Port Terminal and is obliged to transfer such infrastructure and equipment to the State of the Republic of Peru at the end of the Concession Term.
- 1.2.26 Sworn Statement:** Written statement submitted by the Bidder in which he declares or makes a commitment pursuant to Section 5.1.
- 1.2.27 Defects:** It is the error which, according to the Committee is not substantial, in which the Bidder may incur in any document submitted in Envelopes No. 1 and No. 2 which does not affect the validity of its proposal.
- 1.2.28 Participation Fee:** It is the right the Bidder acquires to participate in the Tender obtained by paying the amount of one thousand and 00/100 dollars (US\$ 1,000.00), including the IGV tax. Payment of the Participation Fee is not reimbursable.

- 1.2.29 Days:** They are the work days, that is, not Saturday, Sunday or non-working days (holidays) in the city of Lima. Those days in which the banks in the city of Lima are not obliged to serve the public by provision of the Governmental Authority are also understood in holidays.
- 1.2.30 Dollar or American Dollar or US\$:** It is the legal currency of the United States of America.
- 1.2.31 Affiliated company:** A company will be considered affiliated to another company when the Effective Control of said companies is in the hands of a same Head Office.
- 1.2.32 Head Office:** It is the company that has the Effective Control of one or several companies. Also considered in this definition is the company that has effective control of a Head Office and so on.
- 1.2.33 Subsidiary Company:** It is the company which Effective Control is exercised by the Head Office.
- 1.2.34 Related Company:** It is any Affiliated or Subsidiary Company or Head Office.
- 1.2.35 Banking Companies:** They are companies defined as such pursuant to Law No. 26702, General Law on the Financial and Insurance Systems and Organic Law on the Banking and Insurance Superintendence, referred to in Annex No. 2, Appendix 2.
- 1.2.36 International Financial Entity:** It is first class international financial entity acknowledged in Peru and included in Annex No. 2, Appendix 1.
- 1.2.37 Port Equipment:** For the purposes of the Tender Documents herein, they are the mechanic, electric and electronic facilities that make integral part of the Paita Port Terminal Infrastructure.
- 1.2.38 Existing Studies:** They are the technical character studies and reports made by or for several entities of the State of the Republic of Peru. These studies will be available for bidders in the Data Room, and they can be used to prepare their Technical and Economic Proposals. The Studies are referential so their use is Bidder's exclusive responsibility.
- 1.2.39 Competitiveness Factor:** It is the variable defining the Tender winner pursuant to Section 7.2 of the Tender Documents.
- 1.2.40 Closing Date:** It is the date, place and time that will be communicated by the Committee through Circular Letter in which the acts established in Section 10.1 of the Tender Documents will take place.
- 1.2.41 FONCEPRI:** It is the Private Investment Promotion Fund for Public Infrastructure and Utility Works –FONCEPRI- referred to in Article 11 of Supreme Decree No. 059-96-PCM, which resources shall be aimed pursuant to the Applicable Laws.
- 1.2.42 Proposal Validity, Effectiveness and Seriousness Bond:** It is the stand-by Letter of Credit or banking bail submitted by the Pre-qualified Bidder in favor or

PROINVERSION to ensure the validity, effectiveness and seriousness of its Proposals, pursuant to specimen enclosed as Form No. 3 to Annex No. 5.

1.2.43 Additional Investment Execution Bond:

It is the stand-by Letter of Credit or banking bail submitted by the Award Winner to ensure compliance with its contractual obligation of executing the additional investments offered in its economic proposal pursuant to specimen enclosed as Form No. 2 to Annex No. 2.

1.2.44 Concession Agreement Performance Bond:

It is the stand-by Letter of Credit or banking bail submitted by the Award Winner to ensure compliance with all the agreement obligations including Building, operation and maintenance of Works and Equipment as well as the penalties established in the Concession Agreement pursuant to specimen enclosed as Form No. 1 to Annex No. 2.

1.2.45 IGV Tax: General Sales Tax or Value Added Tax.

1.2.46 Port Infrastructure: Civil works and mechanic, electric and electronic, fixed or flooding facilities built or located in the Ports to facilitate modal transport and exchange.

1.2.47 Monthly Gross Income: It is the result of deducting the IGV tax from the total gross income obtained by the CONCESSIONAIRE on a monthly basis for Service supply.

1.2.48 Additional Investment (IA): It is the amount offered by the Award Winner in its Economic Proposal aimed at making additional equipment and/or civil works investments to the minimum established in Annex 11. IA base amount and conditions the Bidder shall consider for defining its offer shall be opportunely communicated through Circular Letter.

1.2.49 Investments in National Component: It refers to the amount the Concessionaire will invest in the acquisition of goods and execution of works produced in the country during the Concession Term. The Investments on National Component shall be offered by the Pre-qualified Bidders in Annex 6.

1.2.50 Applicable Laws: They are the laws included in Section 1.3 of the Tender Documents herein and any others which, according to the juridical order of the Republic of Peru, are applicable.

1.2.51 LIBOR: It is the London Interbank Offered Rate at 180 days established by the Daily Reuters Cable which is in Lima at 11:00 hours.

1.2.52 Container Marginal Dock: It is the Paita Port Terminal part comprising infrastructure to permit, among others, the mooring of container ships; and the embarking and unloading of containers. For the purposes of the Tender Documents herein, it also comprises the corresponding back up area.

1.2.53 Notices: The documents described in Section 2.1.5.

- 1.2.54 Nuevo Sol:** Peru's legal currency.
- 1.2.55 Works:** They are the result of the construction and equipment works to be executed during the Concession Term.
- 1.2.56 Minimum Shareholding:** Voting stock kept by the Strategic Partner in the Concessionaire up to five years after beginning the operations pursuant to the Concession Agreement terms and conditions and Section 5.2.1 of the Tender Documents herein.
- 1.2.57 Person:** Any individual or legal entity Peruvian or foreign that may carry out juridical acts and undertake obligations in Peru.
- 1.2.58 Concession Term:** The term between the Closing Date and the termination of the Concession.
- 1.2.59 Bidder:** Legal entity or Consortium participating in the Tender that has acquired the right to participate and is subject to the tender documents herein.
- 1.2.60 Pre-qualified Bidder:** The Bidder which documentation, duly submitted in Envelope No. 1, fulfilled the requirement set forth herein and is therefore expressly accepted by the Committee.
- 1.2.61 Price:** Any consideration the Concessionaire charges for the provision of Special Services. The price will not be subject to regulation.
- 1.2.62 Investment Referential Budget:** It is the referential amount the investments will total which, pursuant to Annex No. 11, the Concessionaire shall execute in the Paita Port Terminal.
This budget is only applicable to what is set forth in the Tender Documents herein and it does not include IA.
- 1.2.63 Proposal:** The documentation to be submitted by the Pre-qualified Bidders, the Economic or Technical Proposals.
- 1.2.64 Economic Proposal:** The Pre-qualified Bidder Economic Proposal to be submitted in Envelope No. 3 pursuant to Section 7 and Annex No. 6.
- 1.2.65 Technical Proposal:** The set of documents submitted by the Pre-qualified Bidder in Envelope No. 2 pursuant to Section 7.1.
- 1.2.66 Agreement Project:** The non-final Concession Agreement model to be delivered to the Bidders for their suggestions. None of the terms and/or opinions therein shall bind APN, PROINVERSION, the Committee and/or Grantor.
- 1.2.67 Regulator:** The Supervising Agency on Investment in Transport for Public Use, OSITRAN, pursuant to Law No. 26917.
- 1.2.68 Legal Representative:** The individual residing in Lima or Callao (Peru) and appointed as such by the Bidder for the purposes of this Tender.

1.2.69 Pre-qualification Requirements: The requirements mentioned in section 5 of the tender documents herein which include, among others, those regarding the technical, economic and legal solvency requisites that must be met by the Bidders to be declared Pre-qualified Bidder and to continue to participate in the Tender.

1.2.70 Remuneration: The economic consideration the Concessionaire is obliged to periodically pay the Grantor, during the effective period of the Concession, in the terms set forth by the Concession Agreement.

The Remuneration will amount to a percentage of the Monthly Gross Income obtained by the Concessionaire for Service supply as from the start of operations to the Concession termination, pursuant to the Concession Agreement. The established percentage will opportunely communicated through Circular Letter.

1.2.71 Data Room: It is an area at PROINVERSION's offices located on floor 7 at the building domiciled at Av. Paseo de la Republica 3361, San Isidro, Lima 27, Peru, which will contain the studies performed by and for the Republic of Peru in relation to the project and which shall be available for the Bidders' preparation of their proposal.

1.2.72 Standard Services: The services the Concessionaire will supply to the ship and the cargo, for which it will charge at most the Maximum Tariff pursuant to the Tender Documents and the Agreement. These services will be supplied on a mandatory basis to every user requiring them, necessarily complying with Service and Productivity Levels, pursuant to Annex 11 of the Tender Documents herein and the Agreement.

Standard Services are itemized as:

- Terminal to the ship: comprising the use of the Terminal berths.
- Services to cargo: comprising the unloading and/or embarking services of any kind of freight or merchandise by using the Terminal equipment and infrastructure.

1.2.73 Special Services: The services other than the Standard Services that the Concessionaire may supply the users, which terms and conditions are freely agreed by the parties, and for which it will have the right to collect a consideration referred to its Price. Said services will be supplied while respecting the principles established in Article 14.3 of LSPN, as corresponds. This shall not prejudice the users' right to alternatively request the provision of Standard Services.

1.2.74 Envelope(s): Individually or collectively, Envelopes No. 1, 2 and 3.

1.2.75 Envelope No. 1: The envelope containing the documents mentioned in Section 5 herein, to be submitted by the Bidder.

1.2.76 Envelope No. 2: The envelope containing the documents mentioned in Section 7.1 herein, to be submitted by the Pre-qualified Bidder.

1.2.77 Envelope No. 3: The envelope containing the Economic Proposal to be submitted by the Pre-qualified Bidder, pursuant to the provisions of Section 7.2.

1.2.78 Strategic Partner: In case of the Consortium, the Bidder or one of its members who independently have complied with the Operational Experience Pre-qualification Requirements and who is awarded the Bid shall demonstrate upon

the incorporation of the Concessionaire, the ownership of the Minimum Participation. There must exist one Strategic Partner during the effective period of the Concession. The Strategic Partner under all circumstances must comply with any and all the requirements mentioned in Section 5.2 of the Tender Documents herein.

1.2.79 Maximum Tariff(s): For the purposes of the Tender Documents herein, it is the amount expressed in dollars referred to in Annex 13 the Concessionaire may charge for Standard Services supply. These Tariffs may be lower according to the Concessionaire's sale policies.

1.2.80 Païta Port Terminal: For the effects of the Tender Documents herein, it means the port infrastructure and Equipment that shall be granted in Concession and will be made up by the existing infrastructure and equipment, as well as the Container Marginal Dock, which construction, equipment, operation and maintenance will under charge of the Concessionaire.

1.3 Tender Legal Framework

1.3.1 By Supreme Decree No. 059-96-PCM dated December 26, 1996, the Single Uniform Text of the regulations with rank of Law ruling the granting in concession of public infrastructure and utility works to the private sector (Concession TUO) were approved.

1.3.2 By Supreme Decree No. 059-96-PCM dated December 27, 1996, the Regulations of the Single Uniform Text of the regulations with rank of Law ruling the granting in concession of public infrastructure and utility works to the private sector were enacted.

1.3.3 Dated March 1, 2003, Law No. 27943, National Port System Law (LSPN), was published. By Supreme Decree No. 003-2004-MTC, dated February 4, 2004, this Law's Regulations were approved. These regulations rules activities and services at terminals, infrastructure and facilities making up the National Port System (SPN).

1.3.4 LSPN creates APN as Public Decentralized Organism in charge of SPN.

1.3.5 LSPN establishes that APN is charged with fostering private sector participation preferably through investment in port infrastructure and equipment development. To do so, it is supported by PROINVERSION. In this regard, LSPN regulations provide that the promotion of private investment in national port infrastructure and equipment correspond to APN. To that effect, they shall enter into cooperation agreements with PROINVERSION.

1.3.6 According to LSPN, by Supreme Decree No. 006-2005-MTC, published on March 10, 2005, the National Port Development Plan (PNDP) was approved. According to LSPN every investments on public port infrastructure shall be previously be considered in the document herein.

1.3.7 Dated March 10, 2005, Cooperation Framework Agreement (the AGREEMENT) was signed. It establishes that APN charges PROINVERSION with the development and execution of private investment promotion processes on port infrastructure and facilities owned by the State, which will be carried out according to promotion plans previously approved by APN and proposed by

PROINVERSION, made up by the National Port Development Plant (PNDP) guidelines prepared by APN.

- 1.3.8** PROINVERSION's Board of Directors, in its session of June 30, 2005, accepted to take under its charge the promotion of private investments in port infrastructure and facilities owned by the State within the scope of Law No. 27943, National Port System Law, and Urgency Decree No. 054-2001, and under the mechanisms and procedures of the Single Text approved by Supreme Decree No. 059-96-PCM and Legislative Decree No. 674, its regulatory and complementary regulations.
- 1.3.9** In said session, development and execution of the process was trusted to PROINVERSION's Committee on Public Infrastructure and Utilities Projects.
- 1.3.10** Supreme Resolution No. 098-2005-EF dated August 10, 2005 ratified PROINVERSION's Board of Directors Agreement mentioned in the preceding section.
- 1.3.11** Pursuant to Clauses 3.1.2 and 3.1.3 of the Cooperation Agreement, through Official Letters No. 252-2005-APN/PD and No. 392-2005-APN/PD, APN requested PROINVERSION to determine the economic-financial feasibility and to prepare the Promotion Plans of the following projects, among others: a) Paita Port Terminal, b) Chimbote Port Terminal, c) Salaverry Port Terminal, d) General San Martin-Pisco Port Terminal, and e) Ilo Port Terminal.
- 1.3.12** Supreme Decree No. 011-2008-MTC amended the National Port Development Plan concerning modernization and development of the Paita, General San Martin (Pisco), Ilo, Pucallpa and Iquitos Port Terminals.
- 1.3.13** Dated March 25, 2008, APN and PROINVERSION's Board of Directors approved the Paita Port Terminal Promotion Plant.
- 1.3.14** Supreme Resolution No. 041-2008-EF ratified PROINVERSION's Board of Directors agreement approving the Paita Port Terminal Promotion Plan.
- 1.3.15** By agreement dated April 9, 2008, APN's Board of Directors issued a favorable opinion concerning the Tender Documents herein.
- 1.3.16** PROINVERSION's Board of Directors agreement dated April 10, 2008, approved the Tender Documents herein.
- 1.3.17** It is considered, without admitting proof in contrary, that any Bidder, Pre-qualified Bidder or Person who, directly or indirectly, participates in the Tender knows the contents of the Tender Documents herein and the Applicable Laws.
- 1.3.18** The Tendering referred to in the Tender Documents herein will be carried out pursuant to provisions in the Tender Documents and in what is not set forth by them, the National Port System Law and its Regulations will be applicable in the process hereto, as well as the regulations of Supreme Decree No. 059-96-PCM, and its complementary, regulatory and amending norms.
- 1.3.19** By virtue of COPRI Agreement No. 355-4-2001, the regulations contained in the Single Uniformed Text (TUO) of the State Hiring and Procurement Law

approved by Supreme Decree No. 012-2001-PCM are not to be applied in the Tender herein.

- 1.3.20 Sub-Section L, Article 22 of Law No. 27785, Law of the National Control System and General Comptroller's Office, the General Comptroller's Office power about previously informing on operations, guarantees, bails and other bonds granted by the State of the Republic of Peru is established, including agreement projects which may, in any way, compromise its credit or financial capacity, whether by negotiations in the country of abroad.

1.4 Execution of the Commission entrusted to PROINVERSION by APN and Committee and PROINVERSION powers

According to the Agreement, APN is authorized, among others, to conduct private investment promotion processes through approval of the respective Promotion Plans requesting PROINVERSION to determine the process's economic-financial feasibility to issue an opinion concerning bid and/or tender document contents and of contracts to be entered into with the private sector and to enter into contractual commitments with the private sector deriving from the referred processes.

Regarding PROINVERSION, the Agreement establishes the entity is in charge, among others, of executing and developing the Port Terminal promotion processes which promotion plans are approved by APN, and that it shall undertake any necessary action to carry out the processes up to the granting of port infrastructure and facilities owned by the State to the private sector under any of the private participation modalities, and according to the conditions set forth in the promotion plans approved by APN and based upon the competences applicable Laws assign it.

- 1.4.1 In that regard, within the Agreement's framework and pursuant to competences assigned to the Committee by the concessions TUO's regulation and the other applicable Laws, the Committee is authorized, among other aspects, to promote, program, regulate, modify, direct, supervise, control, extend the term pointed out in this Tender Documents, suspend or cancel the Tender, pursuant to Section 9.4 and issuing any pertinent provision or which are deemed necessary for the execution of the Comprehensive Process Tender hereto for granting the Paita Port Terminal in Concession to the private sector. It can deal with anything that is not foreseen in the Tender Documents or the Applicable Laws and, generally, exercises all the other attributions assigned by the aforementioned legal framework.
- 1.4.2 Any amendment to the Tender Documents herein shall be communicated through Circular Letters to the Bidders and Pre-qualified Bidders. Any changes implying substantial amendments of the Tender Documents will require APN's favorable opinion.
- 1.4.3 The sole submission of the information foreseen in the Tender Documents and/or requested by the Committee for purposes of Pre-qualification by a Bidder does not oblige the Committee to declare it as the Pre-qualified Bidder. Neither does the submission of a proposal oblige the Committee to accept it. The sole submission by the Bidder of the necessary documents to become pre-qualified implies full knowledge, acceptance and unconditional submission by

the Bidder, the Pre-qualified Bidder or the Award Winner, as corresponds, of every and each one of the procedures, obligations, conditions and rules—without exception—set forth in the Tender Documents, same which are juridically binding for them, as well as their irrevocable and unconditional waive to file any action, claim, demand or compensation request against the State of the Republic of Peru, APN, PROINVERSION, the Committee, the advisers or any other entity, organ or official of the Government of the State of the Republic of Peru, before any jurisdiction or authority for the exercise of the power foreseen in this Tender Documents.

- 1.4.4 PROINVERSION's Committee decisions in connection with the Tender hereto are definitive, will not give place to indemnity of any kind and are not subject to challenge in the administrative or judicial field, unless expressly set forth in the Tender Documents hereto. Consequently, due to the simply participating in the Tender, the people comprised under the scope of this Tender Documents waive to file any challenging recourse against said decisions.

1.5 Concession Agreement

- 1.5.1 Agreement Projects will be made available to Bidders pursuant to the Schedule in Annex No. 12 of the Tender Documents herein.

- 1.5.2 The Bidders may submit suggestions to Agreement Projects within the terms mentioned in Annex No. 12 of the Tender Documents herein, with the same formalities set forth in Section 3.1.1 and 3.1.2. The Committee will not be obliged to gather the suggestions the Bidders or Pre-qualified Bidders propose to Agreement Projects.

1.6 Tender Schedule

Schedule activity dates are included in Annex No. 12.

The Committee may change the Schedule dates at any time which shall be communicated to the interested parties through Circular Letter.

Otherwise expressly set forth, the maximum term of the day is due at 17.30 hours of Lima, Peru.

1.7 Interpretation and references

- 1.7.1 The terms and expressions used in the Tender Documents herein shall be construed in their natural and obvious sense, unless another meaning has been specifically assigned to them in the document hereto or its annexes, or if it is inferred from its contents, in any case, according to current regulations of the State of the Republic of Peru. It will be considered, without admitting proof in contrary, that any participant in this process knows the laws and regulations current in the State of the Republic of Peru which are applicable in this case.

- 1.7.2 The titles of chapters, sections, forms and annexes of the Tender Documents herein are exclusively used as indication and shall not affect the contents' interpretation.

1.7.3 In case of contradiction between what is stipulated in this Tender Documents and in any of its annexes, what is stipulated in the Tender Documents shall prevail unless it has the annexes expressly, clearly, and unequivocally stating that their contents amend what is stipulated in the Tender Documents. In every case, "amendments" and Circular Letters contents referred to in the Tender Documents herein prevail over Tender Documents provisions even if not expressly stated.

1.8 Technical background made available to the Bidders

Different technical background and studies performed by the State of the Republic of Peru shall be made available to Bidders in the Data Room referred to in Section 3.2 of the Tender Documents herein.

The Existing Studies making up the technical background made available to Bidders are shown in Appendix No. 1 of Annex No. 8 in the Tender Documents.

2. AUTHORIZED AGENTS AND LEGAL REPRESENTATIVE

2.1 Authorized Agents

2.1.1 Authorized Agents Appointment

Each Bidder shall appoint up to two individuals domiciled in the city of Lima as their Authorized Agents for the purposes of the Agreement herein.

2.1.2 Appointment Letter

Appointment of Authorized Agents shall be made through a simple letter signed by the Bidder expressly stipulating their powers and including the corresponding information pursuant to Sections 2.1.3 and 2.1.4.

2.1.3 Granted Powers

Duly appointed Authorized Agents may indistinctly act, and not necessarily jointly, and will be the only persons authorized by the Bidder to:

- I. Represent the Bidder before PROINVERSION, the Committee and the advisers on every affair other than those which are exclusive jurisdiction of the Legal Representative pursuant to Section 2.2.1;
- II. Answer, on behalf of the Bidder and with binding effect for their power grantor, all the questions the Committee may formulate;
- III. Receive judicial or extra-judicial notices; and
- IV. Subscribe, with a binding effect for the Bidder, the Non Disclosure Agreement referred to in Section 3.2.2.

2.1.4 Information

The information the Bidder must provide in connection with each one of the Authorized Agents will be the following: name, identity document, common domicile in the city of Lima, telephone numbers, fax numbers and e-mail address.

2.1.5 Notices

Every extra-judicial notices addressed to the Bidder may be done to any of the Authorized Agents through fax and/or e-mail with complete transmission confirmation issued by the respective communication addressee through another fax and/or e-mail, in which case it will be understood as received on the date in which the issuer transmission is completed; or through letter delivered by courier or by notary, in which case it will be understood as received on the date of its delivery, and any notice made in the common domicile pointed out by the Authorized Agents referred to in Section 2.1.4 is understood as well done and effective.

2.1.6 Substitution

The Bidder, following communication in writing addressed to the Committee that complies with the same requirements mentioned in Section 2.1.2, may substitute any of the Authorized Agents at any time, or vary the domicile, telephone numbers or fax numbers pointed out for the Authorized Agents, taking into account that both the common domicile and the telephone and fax numbers, and e-mail, shall be fixed within the city of Lima. The Authorized Agents appointment or variation of their domicile, telephone or fax, be it the case, come into effect as from the date in which the respective communication issued by the Bidder is received by the Committee.

2.2 Legal Representative

2.2.1 Appointment and Powers

The documents submitted in Envelopes No. 1, No. 2 and No. 3 and, generally, all the documents the Bidder submits in connection with the Tender shall be signed by the Legal Representative of the Bidder submitting said documents which should be duly authorized to that effect, pursuant to the Section hereto.

The Bidder may only appoint up to two common Legal Representatives to represent it, jointly or individually, pursuant to the Section hereto. The domicile, fax number, telephone number and e-mail address of the Legal Representatives, as well as their substitution are subject to what is stipulated in Sections 2.1.4, 2.1.5 and 2.1.6.

The powers granted to the Legal Representatives shall be sufficiently broad so as to authorize them to sign on behalf of their power grantor, all the documents which the Tender Documents so require, including specifically the power to start the challenge procedures foreseen in the Tender Documents, sign the Proposal Submission Letters and subscribe the Agreement.

In case the Bidder is a Consortium, said appointment shall be made through the Legal Representative of the Consortium participants who have the authorization to do so. Said authorizations shall be accredited through the submission of a consular or notary authenticated copy of the power of attorney or similar document.

2.2.2 Power of Attorney Submission

The power of attorney by which the Legal Representatives are appointed shall contain the corresponding representation powers, as well as the information referred to in Section 2.1.4 of the Tender Documents. It will be jointly submitted with the Credentials in Envelope No. 1.

The appointment of the new Legal Representative will only come into effect as from the date in which the Committee receives the documents that duly certify said appointment.

2.2.3 Power of Attorney Granting Place

Powers of attorney granted in Peru shall be registered through a public deed or in an notary certified copy of the minutes in which the corresponding corporation organ grants them.

The power granted outside Peru appointing a Legal Representative shall be:

- I. Duly formalized or authenticated before the corresponding consulate of Peru and a simple translation into Spanish shall be joint in case it was issued in a different language;
- II. Countersigned before the Ministry of Foreign Affairs of Peru.

2.2.4 Registrations in the Registrar's Office

In no case will Legal Representative's powers be required, when submitted, to be registered in the Public Registry. However, they must be registered in the corresponding Registry Office before the Closing Date in case the Bidder becomes an Award Winner.

3. INQUIRIES AND INFORMATION

3.1 Inquiries on the Tender Documents and Suggestions to the Agreement Project

3.1.1 Term for inquiries and suggestions

As from the date referred to in Annex No. 12 and as to the dates referred to in that same Annex, the Bidders and Pre-qualified Bidders, through their authorized Agents and/or Legal Representatives, as corresponds, may make inquiries on the Tender Documents and suggestions to Agreement Projects.

3.1.2 Formality of inquiries and suggestions

Inquiries and suggestions shall be submitted in writing in Spanish and shall be addressed at:

Comité de Concurso T.P. Paita
puertos@proinversion.gob.pe

Comité de Concurso T.P. Paita
PROINVERSION

Av. Paseo de la Republica 3361, Piso 8, San Isidro, Lima, Peru
Telephone: (511) 612-1200, extension: 1245 and 1292
Fax: (511) 421-2616

3.1.3 Circular Letters

3.1.3.1 Committee responses to inquiries made shall be communicated through Circular Letters to all the Bidders or Pre-qualified Bidders, be it the case, without including the name of the inquirer.

The Committee is not obliged to respond to inquires on the Tender Documents that bear no relationship with the Tender herein.

If the Committee, at any time, considers it necessary to clarify, amend or complement the Tender Documents, it shall issue a Circular Letter to that effect. Said Circular Letter shall be addressed at the Authorized Letters and sent to the common domicile pointed out in Section 2.1.4 of the Tender Documents herein. All the issued Circular Letters shall be available for revision in the Data Room.

After the Bidders are Pre-qualified, the Circular Letters will only be notified to Pre-qualified Bidders, and after Envelopes No. 2 and No. 3 are submitted only to Bidders who submitted proposals.

3.1.3.2 The Circular Letters issued by the Committee will make integral part of the Tender Documents hereto and they are, hence, juridically binding for all the Bidders and Pre-qualified Bidders.

3.2 Access to Information – Data Room

3.2.1 Access to Data Room

3.2.1.1 The Bidders who have paid the fee to participate at the Pre-qualification Stage will have access to the information on the Paita Port Terminal that will be available for their consultation in the Data Room. Such Data Room is located on Floor 7 of the building at Av. Paseo de la Republica 3361, San Isidro, Lima 27, Peru.

3.2.1.2 The use of the Data Room shall be coordinated with the Data Room management stipulated in the rules set forth for its operation contained in the “Data Room User Guide”, Annex No. 8 of the Tender Documents herein.

3.2.1.3 The Bidders by communication in writing sent to the Committee of any of their Authorize Agents, or the Legal Representative, shall include the name of the persons who will have access to the Data Room. The Committee shall opportunely coordinate the effective organization of visits to the Data Room.

3.2.1.4 The Bidders who has paid the fee to participate at the Pre-qualification Stage will have access to the Data Room as to the date included in the Schedule.

3.2.2 Non-disclosure Agreement

Authorize Agents shall sign the Non-disclosure Agreement included in Annex No. 1 so as to have access to the Data Room

3.2.3 Contents of the Information in the Data Room

The list of documents is attached to Appendix No. 1 of Annex No. 8 of the Tender Documents.

If it is the case, the inclusion of any document to the Data Room shall be communicated through Circular Letter.

3.3 Request of Interviews

Every Acquirer or Bidder, through the Authorize Agents and/or Legal Representatives, correspondingly, shall have access to interview Committee officials as to the day before the last day to submit Envelope No. 1, and in case of the Pre-qualified Bidders, they may do so until the submission of Envelope No. 3, following coordination with the Committee for the organization of such interviews.

3.4 Liability Limitation

3.4.1 Bidder independent decision

All Bidders shall base their decision of submitting or not their Technical and Economic Proposal in their own research, examination, inspection, visits, interviews, analyses and conclusions on available information and on which they have specifically sought as their own entire risk.

3.4.2 Liability Limitation

The State of the Republic of Peru or any agency, APN, PROINVERSION, the Committee, or the advisors are not liable, do not guarantee either expressly or implicitly, the totality, integrity, reliability or truthfulness of oral or written information supplied to the effect or within the Tender. Consequently, none of the persons participating in the Tender may attribute any responsibility to any of the aforementioned parties or their representatives, agents or dependents for the use that can be given to such information or for any inaccuracy, insufficiency, default, outdating or for any other reason not expressly considered in the Section hereto.

3.4.3 Liability Limitation Scopes

The limitation referred to in Section 3.4.2 reaches, in the broadest way possible, every information related to the Tender that is effectively known, unknown information and information that should have been known at sometime including the likely errors or omissions therein contained, by the State of the Republic of Peru or any other agency, organ or official pertaining to it or by APN, PROINVERSION, the Committee or its advisers. Likewise, said liability limitation reaches every information, be it supplied or not or directly or indirectly prepared by any of the aforementioned parties.

The liability limitation also reaches every information available in the Data Room as well as that supplied through Circular Letter or any other kind of communication, that which is acquired during visits to facilities connected to the Tender and those mentioned in the Tender Documents herein, including all its Forms and Annexes.

3.4.4 Acceptance by the Pre-qualified Bidder of stipulations in Sections 3.4

The sole submission of pre-qualification documents shall constitute, with no need of any further act, acceptance of stipulations in Section 3.4 by the Bidder and, correspondingly, the Concessionaire, as well as its irrevocable and unconditional waiving, in the broadest way possible that Applicable Laws so permit, the right to file any action, reconvention, exception, claim, demand or indemnity request against the State of the Republic of Peru or any agency, organ or official, or PROINVERSION, APN, the Committee or its advisers.

4. SUBMISSION OF ENVELOPES No. 1, No. 2 AND No. 3

4.1 Submission

Any document added to those pointed out as required in the Envelopes No. 1, 2 and 3 shall be considered as not submitted.

4.1.1 Submission of General Documentation for Pre-qualification (Envelopes No. 1)

Submission of documentation for pre-qualification contained in Envelope No. 1 will be carried out before the Committee or the Envelope No. 1 Evaluation Committee at PROINVERSION offices located in the building at Av. Paseo de la Republica 3361, San Isidro, Lima, Peru, within the term included in Annex No. 12.

4.1.2 Submission of Envelopes No. 2 and No. 3

The Bidders shall submit an Envelope No. 2 and Envelope No. 3 before the Committee and before the presence of a Notary Public at the place and time that shall be opportunely communicated by Circular Letter and on the date referred to in Annex No. 12.

4.1.3 Submission of Envelopes by Authorized Agents or Legal Representative

Envelopes No. 1, No. 2 and No. 3 may only be submitted personally by one of the Authorized Agents or by the Bidder's Legal Representative. Documents issued by postal mail, fax or any other type of communication shall not be accepted or received.

4.2 Language

Unless expressly stipulated in the contrary by the Tender Documents herein, all the documents shall be submitted in Spanish language or accompanied of a simple translation into the Spanish language.

In case brochures and catalogues not required in the Tender Documents in a foreign language are submitted for a better understanding of the Credential, the Committee may request their translation into the Spanish language.

4.3 Original Documents and Copies

The Credentials making part of Envelope No. 1 and the Documents of Envelope No. 2 shall be submitted in original or notary or consular authenticated copy and two copies, duly marked as "Original", "Copy 1" and "Copy 2" on the first page. The copies shall not require notary or consular authentication.

4.4 Envelopes No. 1, No. 2 and No. 3 Submission Method

4.4.1 The Envelopes shall be submitted conveniently closed and clearly marked on the obverse with the indications "Envelope No. 1" or "Envelope No. 2" or "Envelope No. 3", respectively, and the Bidder's name.

4.4.2 All the documentation submitted in the Envelope shall be perfectly legible and shall be clearly paged, in a correlative way and initialed on each page by the Legal Representative. Likewise, a detailed list of all the documents included in each Envelope shall be included.

4.4.3 In case there is any discrepancy between a figure expressed in numbers and in writing, the amount expressed in writing shall prevail.

4.5 Cost of Preparation and Submission

The Bidder shall pay for all the direct or indirect costs or expenses incurred in connection with preparing and submitting Envelopes No. 1, No. 2 and No. 3, be it the case. The State of the Republic of Peru or any agency, organ or official pertaining to it, or PROINVERSION, APN, the Committee or the advisers shall not be responsible in any case for such costs, whatever the way in which the Tender or its result are carried out.

5 PRE-QUALIFICATION REQUIREMENTS: ENVELOPE No. 1 CONTENTS (CREDENTIALS)

Only the corporations or Consortia may participate in the Tender herein.

The amount of the Participation Right is one thousand and 00/100 Dollars of the United States of America (US\$1,000.00) and grants its holder the right to participate in the Comprehensive Project Tender for the granting in Concession of the Paita Port Terminal to the private sector.

To be able to submit Envelope No. 1, the Bidder shall have paid the Participation Right and provide, through submission of Envelope No. 1, the information detailed below, which would have the character of a Sworn Statement.

The acquirer of the Participation Right who decides not to participate in the Tender may transfer this right to a person in its group or to a third party. To that effect, the acquirer of said right shall submit a communication through which it

certifies transfer on its behalf in Envelope No. 1 with an authenticated signature of the transferor.

5.1 General Information

The Bidder shall certify its commitment of submitting truthful information by submitting Form No. 1 of Annex No. 3, that will be considered as a Sworn Statement. The Sworn Statement shall be submitted to the Committee by simple document signed by the Bidder's Legal Representative, which signature shall be authenticated by Notary Public or by the Consul of Peru in the country where it is.

The Committee reserves the right to verify the truthfulness of all the documentation submitted by the Bidder at the different Tender stages, notwithstanding in any way any limitation of the Bidder's liability for possible insufficiency or untruthfulness of submitted data or information.

Untruthfulness or insufficiency in the data or information submitted by the Bidder in the Tender Documents herein detected by the Committee may cause Bidder disqualification at any stage.

In case of a Consortium, as many Annex 3 - Form 1 as companies making up the Consortium shall be submitted.

5.2 Bidder Qualification Requirements

To be able to be declared as a Pre-qualified Bidder and continue participating in the Tender, the Bidder shall certify strict compliance with the following requirements concerning technical-operational, legal and economic-financial material:

5.2.1 Legal Requirements:

The Bidder shall certify it is a corporation or a Consortium by submitting the following:

- Authenticated copy of the Bidder's articles of incorporation. In case it is a Consortium, the articles of incorporation of each one of its members or an authenticated copy of same is required. Alternatively to the Bidder's articles of incorporation or those of the Consortium members, the currently effective bylaws or equivalent instruments issued by the competent authority in their country of origin, be it the Bidder's or the Consortium members', shall be accepted.
- A Sworn Statement signed by the Bidder's Legal Representative in case it is a corporation, confirming its existence, pursuant to the legal regulations applicable according to the origin legislation, drafted as per the model appearing in Form No. 1 of Annex No. 4.

In case the Bidder is a Consortium, it shall submit a Sworn Statement signed by the Bidder's Legal Representative instead of the aforementioned form, confirming the existence and solidarity of the Consortium members concerning the obligations assumed and Sworn Statements submitted, drafted pursuant to the specimen attached as Form No. 2 to Annex No. 4.

The Legal Representative's signature in this Sworn Statement shall be authenticated by Notary in Peru or, if the document is formalized abroad, what is stipulated in Section 2.2.3 shall apply; and,

- A Sworn Statement pursuant to the specimen in Form No. 3 of Annex No. 4 signed by the Bidder's Legal Representative pointing out the share percentage in the Bidder corresponding to each one of its shareholders or partners. In the case of Consortia, such information shall also be required concerning each one of its members, as corresponds.
- The Bidder, one of its shareholders or partners, or a Company Related to the Bidder or to any of its shareholders or partners has been the person who paid or acquired through right transfer the Participation Right. To certify this fact, submitting a copy of the receipt for said Right or the communication through which transfer is accredited in its favor, as corresponds, shall suffice. Additionally, a Sworn Statement explaining the relationship between the Bidder and said person pursuant to what has been pointed out before.
- Having a Legal Representative according to the requirements set forth in Section 2.2 accrediting it by submitting an authenticated copy of the respective power of attorney.
- A Sworn Statement according to the specimen attached as Form No. 4 to Annex No. 4, signed by the Bidder's Legal Representative, declaring that the Bidder, its shareholders or partners and its members or shareholders or their partners, in case the Bidder is a Consortium, do not incur in any cases of non compliance with their contractual obligations as detailed in said specimen.
- Once the agreement is awarded said requirements shall be complied in turn by the company subscribing the agreement.
- Likewise, those who are within the scope of Article 1366 of the Civil Code cannot be bidders.
- A Sworn Statement, pursuant to the specimen attached as Form No. 5 to Annex No. 4 signed by the Bidder's Legal Representative, declaring that the Bidder, its shareholders or partners and its members and their shareholders or partners, in case the Bidder is a Consortium, have waived the right to invoke or exercise any privilege or diplomatic immunity or other, or any claim by diplomatic way and to compensation or other in connection with such claim that can be started by or against the State of the Republic of Peru, APN, PROINVERSION or the Committee, its members and advisors, under the Peruvian law or under any other legislation in connection with their obligations on the Tender Documents herein, the Economic Proposal, the Technical Proposal and the Agreement.
- A Sworn Statement, pursuant to the specimen attached as Form No. 6 to Annex No. 4 signed by the Bidder's Legal Representative, declaring that the Bidder's Advisors for the current process have not directly supplied any kind of services to APN, PROINVERSION or the Committee in the last year, whether full time, part time or temporary, in connection with the current private investment promotion process.

- A Sworn Statement, pursuant to the specimen attached as Form No. 7 to Annex No. 4 signed by the Bidder's Legal Representative, declaring that the Bidder, its shareholders or members, in case of a Consortium, as well as their partners or shareholders, in case of a Consortium, do not have direct or indirect share in any other Bidder.
- For the case of corporations which have their shares listed in stock markets, the sharing mentioned in the preceding paragraph shall be limited where another bidder's management control is exercised, or that of any of its members, in case of a Consortium, pursuant to the Indirect Property, Relatedness and Economic Group Regulations approved by CONASEV RESOLUTION No. 722-97-EF-94.10 or the regulation substituting it. To certify this fact, submission of a sworn statement in that sense shall suffice. It shall be drafted pursuant to form No. 7.1 in Annex No. 4 and shall be duly signed by the Legal Representative.
- The Bidder in each of its members, in case of a Consortium, shall submit a Sworn Statement of their intention of organizing a concession corporation in Peru, same which may adopt any of the corporate modalities regulated by the General Corporations Law. The Sworn Statement form that shall be used is attached as Form 1A and 1B to Annex No. 5 of the Tender Documents.
- Concerning the concessionaire corporation corporate capital, the minimum required amount to 10% of the Investment Referential Budget, totally subscribed and paid in pursuant to the Concession Agreement.
- In the Concessionaire's shareholder structure, there will always be Strategic Partner which shall own and keep a Minimum Share that shall never be less than 51%.
- The Strategic Partner shall own and keep a Minimum Share according to the terms and conditions established in the Concession Agreement and may not transfer or assign it so it results with lesser participation than that stipulated in the preceding section.

5.2.2 Technical operational requirements

So as to certify the Strategic Partner's technical-operational capacity, according to the requirements pointed out below, Form 2 in Annex 3 of the Tender Documents herein shall be completed, besides the respective documentation certifying the submitted information. This documentation may be made up of third party reports for certification, accreditation, supervision or control effects.

So as to certify the Bidder Strategic Partner's technical operational capacity established in the Tender Documents, the following provisions shall be observed:

Experience in operation:

The Strategic Partner shall certify Effective Control of one or more Port Managers with the following experience:

1. Managing one or more Port Terminals with a total annual operation that equals or is greater than 1,000,000 TEUs. Transferring movements are also considered; and,
2. Within the experience mentioned in the former section 1, Management of a Port Terminal with an annual operation that equals or is greater than 400,000 TEUs. Transferring movements are also considered.

The Strategic Partner may assume the experience of its Related Companies. In no case shall it add up the experience of other Consortium members.

The Strategic Partner shall certify that the activities pointed out as the experience in operation are carried out as a later day than January 1, 2004. Consequently, experience in operation in an annual exercise later than that day shall suffice.

5.2.3 Financial Requirements

The Bidder shall certify if owns a minimum Net Worth of US\$ 100,000,000 (one hundred million dollars).

To the effect of certifying the minimum Net Worth, the Bidder's minimum net worth or the addition of the net worth of each one of the members in case the Bidder is the Consortium shall be considered.

Only in the case of Strategic Partner, it may alternatively submit the Affiliate Company Net Worth in case of majority in its corporate capital or that of the company concerning which it is a Subsidiary by majority in corporate capital. In case the Strategic Partner submits the Company Net Worth of which it is Subsidiary by majority in the corporate capital it may not submit its own Net Worth or that of the other Subsidiary Companies. In no case shall the same net worth be accredited more than once.

The financial information referred to in this Section shall be submitted in Spanish or English and no translation is required in the latter case. It shall be submitted pursuant to Form No. 2 of Annex No. 5 and its sections, signed on the original by the Legal Representative.

A letter of reference issued by a Banking Company or an International Financial Entity included in Annex No. 2 of the Tender Documents, containing at least the following information, shall be issued: (i) Strategic Partner or company from which it is Subsidiary commercial reputation and (ii) credit quality (generic information on credit history), which shall be attached in original as part of the documents to be submitted. The information corresponds to the Strategic Partner or the company from which it is a Subsidiary Company.

5.3 Verification of the Information Submitted before the Committee

As from documentation presentation referred to in Section 5 and to the Closing Date, the Bidder commits to make available to the Committee every document required by it so as to verify the truthfulness of the documentation submitted according to said Section.

5.4 Verification of legal requirements

Before closing the operation, the company subscribing the Agreement shall submit, concerning the Company and the Consortia members as the case may be, to the Committee, the certification of not being prohibited from participating in the selection process or to hire with the State of the Republic of Peru issued by CONSUCODE. In case the existence of falsehood in the provided information is determined, the Award will be revoked and stipulations included in Section 10.3.2 shall be applied.

6. SUBMISSION OF THE CONTENTS OF ENVELOPE No. 1 AND PREQUALIFICATION RESULTS

6.1 Submission of the contents of Envelope No. 1

The Bidder shall submit Envelope No. 1, prior appointment, in the place and during the term established for each one.

Envelope No. 1 shall be received by the Committee or an Envelope No. 1 Evaluation Committee appointed the Committee, and shall be opened before a Notary Public. A certificate confirming the submission by the corresponding Bidder and the number of pages having the documents in the envelopes shall be issued.

The certificate referred to in the preceding paragraph shall indicate the acceptance or rejection, as the case may be, of the submitted documents, the observations made by the Bidder and the contents of Envelope No. 1 submitted at that time.

In case the Evaluation Committee finds the documents included in Envelope No. 1 having Defects, it shall urge the Bidder to remedy or fulfill the observations within the period established in Annex No. 12, on pain of being excluded from the qualification.

Additionally, in order to facilitate the data and requirements' examination, verification and comparison, the Envelope No. 1 Evaluation Committee may request any of the Bidders to explain in writing the information contained in Envelope No. 1, without modifying its contents. The request for the corresponding clarification and reply shall be made in writing, in accordance with the stipulations of the preceding paragraph.

At the suggestion of the Envelope No. 1 Evaluation Committee, the Committee shall issue its pronouncement, within the maximum period established in the Schedule, on which Pre-qualified Bidders are permitted to participate in the following stages of the Evaluation process.

6.2 Announcement of Pre-qualified Bidders

The Committee shall inform of the results of the Prequalification process on the date indicated in Annex No. 12 by sending a special communication to each Bidder.

Any Pre-qualified Bidder may form a Consortium up to fifteen (15) calendar days prior to the submission of Envelopes No. 2 and No. 3. Likewise, during such term, the Pre-qualified Bidders, in case of a Consortium, may change their composition

and go into a partnership with other Pre-qualified Bidders. New members shall fulfill all the prequalification requirements such as the Bidder having the technical-operational experience and meeting the financial requirements as established in the Tender Documents.

Such changes shall be put to the Committee's consideration within the abovementioned period. The Committee reserves the right to accept these changes.

The Committee's decision regarding Pre-qualification shall be final and may not be challenged.

7. CONTENTS OF ENVELOPES No. 2 AND No. 3

7.1 Contents of Envelope No. 2

The contents of Envelope No. 2 shall be divided into six (6) documents, according to the following indications:

Document No. 1: Sworn Statement

The Bidder shall submit a Sworn Statement in accordance with the model appearing on Form No. 4 in Annex No. 5, the same that shall state the following:

That the information, statements, certification and, in general, all information submitted in Envelope No. 1 are currently in force and that they shall be so until the Day of Closure.

Document No. 2: Acceptance of the Tender Documents and the Agreement

The Bidder shall submit a Sworn Statement declaring that it knows the Tender Documents and accepts the final version of the Agreement to be delivered on the date specified in Annex No. 12, and that if it is declared the Award Winner, the Concession Agreement shall be signed by the Concessionaire Company organized under stipulations of Section 5.2.1.

The document shall be delivered according to the model included in Form 1 in Annex No. 10 of the Tender Documents herein.

Document No. 3: Warrant of the validity, effectiveness and seriousness of the Proposal

The Bidder shall guarantee the validity, effectiveness and seriousness of the Economic Proposal by submitting a warrant in accordance with the model indicated in Form 3 in Annex No. 5, which is an integral part of the Tender Documents, for the amount of US\$ 1,000,000 (one million and 00/100 US dollars).

The Warrant Bond shall be issued by a Banking Company or an International Financial Entity, in accordance with the details in Annex No. 2 of the Tender Documents herein, and shall be joint, unconditional, and irrevocable, without

benefit of excussio or division and of automatic execution. Such Warrant Bond shall be enforceable for a term not less than ninety (90) days from the date of submission of the Economic Proposal. The Committee may decide on the mandatory extension of the Warrant Bond and the Bidder shall renew it for the provided terms.

The Warrant Bond submitted by a non-awarded Pre-qualified Bidder shall be returned within a period of fifteen (15) days following the Date of Closure.

Where a bail or a stand-by letter of credit is issued by an International Financial Entity, it shall be endorsed and confirmed by any of the Banking Companies listed in Appendix 1 in Annex No. 2.

Document No. 4: Design and Construction Proposal

It contains the Bidder's proposal for the design and construction of the Paita Port Terminal. The proposal shall include, at least, the minimum information and requirements as established in Appendixes 1 and 2 in Annex 11 of the Tender Documents herein.

The investment executions shall be carried out in accordance with the stipulations of the Concession Agreement, the Award Winner's Technical Proposal and the Technical File that shall be prepared by the Concessionaire.

Document No. 5: Proposal of conservation and exploitation

It contains the Bidder's proposal for the conservation and exploitation of the Paita Port Terminal. The proposal shall include, at least, the minimum information and requirements as established in Annex 11 of the Tender Documents herein.

The investment executions shall be carried out in accordance with the stipulations of the Concession Agreement, of the Award Winner's Technical Proposal and of Technical File that shall be prepared by the Concessionaire.

Document 6: Reference Business Plan

The Reference Business Plan shall contain the basic guidelines referring to, at least, the following issues in order to prove the soundness of the Bidder's Technical Proposal:

- Marketing Strategy
- Forecast as for freight and ships
- Infrastructure and Equipment Development Plan
- Operational Plan
- Service guide, tariff plan and service indicators
- Human resource development plan
- Information systems plan
- Investment and acquisition plan
- Other logistics-related business lines

Document 7: Concession Agreement Final Version

Besides the abovementioned documents, the Bidder shall submit a copy of the final version of the Concession Agreement, including annexes, properly signed by the Pre-qualified Bidder's Legal Representative.

7.2 Contents of Envelope No. 3: Economic Proposal – Competence Factor

7.2.1 The Pre-qualified Bidder shall submit Envelope No. 3 containing its Economic Proposal through the following documents:

Annex 6, Economic Offer Model: It shall consign the offered IA sum. The offered National Component shall also be indicated on the form by the Pre-qualified Bidder.

7.2.2 The said form shall be submitted inside Envelope No. 3, properly sealed and clearly labeled "Envelope No. 3" on the back.

7.2.3 The Economic Proposal shall be effective for at least sixty (60) days following the Day of Closure, even if such Economic Proposal is declared non-awarded.

Any Economic Proposal with a lower effective term shall be rendered null and void. The Committee may decide on the mandatory extension of the Economic Proposals.

7.2.4 For the purposes of this Tender, the submission of Envelope No. 3 by a Pre-qualified Bidder is considered an irrevocable Economic Offer as for the subject matter of this Tender. An Economic Offer entails compliance with any and all the terms and conditions of the Agreement and of the Economic Proposal's Introduction Letter.

8. RECEPTION OF ENVELOPES No. 2 AND No. 3 AND OPENING OF ENVELOPE No. 2

8.1 Submission of Envelopes No. 2 and 3 and Opening of Envelope No. 2

8.1.1 Submission of Envelopes No. 2 and No. 3 shall be made in accordance with general rules specified in Section 4 of the Tender Documents herein. Notwithstanding the aforementioned, the Committee shall give a thirty (30)-minute tolerance for its submission.

If the Pre-qualified Bidders appear before the Committee or any of its members before finishing the tolerance period, the Committee shall initiate the act.

8.1.2 The Chairman of the Committee or the person replacing him shall receive Envelopes No. 2 and No. 3 before a Notary Public who, in each case, shall open Envelopes No. 2 in the order they were submitted by the Bidders.

8.1.3 Once Envelopes No. 2 are opened, the Notary Public shall sign and seal all pages of the original documents inside the envelopes and shall hand them to the Committee for their evaluation in accordance with the stipulations of Section 8.2.

8.1.4 Unopened Envelopes No. 3 shall remain in custody of the Notary Public until the date of opening of Envelopes No. 3, according to the Schedule.

8.1.5 The Notary Public shall issue a certificate confirming the reception of Envelopes No. 2 and No. 3 and opening of Envelope No. 2, which shall be signed by the members of the Committee and the Bidders who wish to do so.

8.2 Evaluation of the contents of Envelope No. 2

8.2.1 Technical Proposals shall be analyzed by the Committee or a Technical Proposal Evaluation Committee. The Committee shall declare acceptance or rejection of Technical Proposals submitted by each Bidder.

8.2.2 If any non-substantial observation is made by the Committee or Evaluation Committee as for the Technical Proposal contained in Envelope No. 2, it may request the Bidder to explain, clarify, correct and/or amend any non-substantial matter of the submitted Technical Proposal within the specified period.

8.2.3 If the Committee or the Evaluation Committee finds any documents contained in Envelope No. 2, except for the Technical Proposal, having any Defects, it shall inform the Pre-qualified Bidder for it to remedy such Defects within the specified period. Under no circumstances, lack of submission of any of the documents that Envelope No. 2 must contain shall be considered a remediable defect.

8.2.4 The proposal contained in Envelope No. 2 shall be declared technically acceptable if it fulfills all the following requirements:

- a) Complying with the stipulations of Sections 7.1, 8.2.2 and 8.2.3, if applicable, of the Tender Documents.
- b) The Technical Proposal is accepted by the Committee, at the suggestion of the Evaluation Committee, after having verified fulfillment of the requirements set forth in Appendixes 1 and 2 in Annex No. 11.

8.2.5 The results of the evaluation of contents of Envelopes No. 2 shall be stated in an evaluation certificate signed by the members of the Committee or the Evaluation Committee and these results shall be the basis of the Committee's decision on declaring technically acceptable or not the proposals contained in Envelopes No. 2.

The Committee's decision on the results of the evaluation made to the proposals contained in Envelopes No. 2 shall be final and may not be challenged by the Bidders.

8.2.6 Only Bidders whose Technical Proposals have been declared technically acceptable will be able to move to the next stage of the Tender process, which is the opening of Envelope No. 3.

9. OPENING OF ENVELOPE No. 3 AND AWARD OF THE CONCESSION

9.1 Opening of Envelope No. 3 and Award of the Concession

- 9.1.1 The Chairman of the Committee or the person replacing him shall commence the procedure of opening Envelopes No. 3 and Award of the Concession before a Notary Public, at the specified place and date, by informing those present of the results of evaluation of Pre-qualified Bidders' Envelopes No. 2.
- 9.1.2 Immediately afterwards Envelopes No. 3 of those Bidders whose Technical Proposals were declared technically acceptable shall be opened and their contents read out, verifying that the offers fulfill the requirements of Form 1 in Annex No. 6 of the Tender Documents, after which their scores shall be determined.
- 9.1.3 If any of the Economic Proposals contained in Envelope No. 3 does not fulfill the requirements specified in the Tender Documents herein, such Proposal shall not be considered to be a valid proposal by the Committee.
- 9.1.4 Scores of the Pre-qualified Bidders' Economic Proposals shall be determined according to the following formulas:

$$\text{Initial Score (Pi)} = (IA_x/IA_{\text{Max}}) \times 100$$

$$\text{Adjusted Score (Pa)} = \text{Pi} \times (1 + 0.2 \times \text{CN})$$

Where:

- IA_x is the Additional Investment amount in Works and Equipment at the present value, offered by the Pre-qualified Bidder to be evaluated, according to the specifications of Appendix 3 in Annex No. 11. The IA base amount shall be established through Circular Letter.
- IA_{Max} is the highest Additional Investment amount in Works and Equipment offered by the Pre-qualified Bidder(s).
- CN is the percentage of National Component in the Investment offered by the Pre-qualified Bidder.

The CN factor corresponds to a bonus granted, pursuant to Law No. 28242, to the proposals submitted by Pre-qualified Bidders.

CN bears no relation to the Bidder's composition.

- 9.1.5 The Committee shall declare the Concession Award Winner to the Pre-qualified Bidder obtaining the highest Adjusted Score when applying the formula indicated in Section 9.1.4.
- 9.1.6 In case of tying Adjusted Scores obtained as stipulated in Section 9.1.4, the following process shall be conducted:

The bidders shall have an hour to submit a new Economic Proposal.

The new Economic Proposal shall include a higher IA compared to the initial offered amount. The National Component value may not be modified.

In case of a fault or defect found in the new Economic Proposal, the previously submitted Economic Proposal or "Envelope No. 3-IA" shall be considered to be valid.

If tie persists, the decision shall be taken by drawing lots.

- 9.1.7 On completion of the concession award process, the Notary Public shall issue a certificate that shall be signed by the members of the Committee, the Award Winner and the other Pre-qualified Bidders who wish to do so.

9.2 Challenge

9.2.1 Challenge Process

- 9.2.1.1 Any Pre-qualified Bidder may submit before the Committee an appeal for reconsideration against the Concession Award. The challenge shall be included as an observation in the notarial certificate of the Envelope No. 3 opening, and shall be upheld in writing within a period of no more than three (3) days from the dated of the Concession Award. The Committee shall resolve the appeal within a period of no more than ten (10) days from the date of delivery of the warrant bond referred to in Section 9.2.2.

- 9.2.1.2 The Pre-qualified Bidder may submit before the same Committee an appeal against the Committee's Resolution within a three (3)-day period following the date of acknowledgment of its receipt. The appeal shall be submitted to the PROINVERSION's Board of Directors its resolution. The appeal may also be submitted against the constructive resolution denying the challenge if, after the ten (10)-day period given to the Committee for resolving the submitted challenge, the Committee issues no resolution. In this case, the period to submit the appeal shall be counted from the day following the ten-(10)-day period.

- 9.2.1.3 The appeal submitted against the Committee's express or fictitious resolution shall be resolved by the PROINVERSION's Board of Directors within a thirty-(30)-day period following the date of its submission. The resolution issued by a second and last instance shall be final and unchallengeable under the administrative jurisdiction.

9.2.2 Challenge Warrant Bond

- 9.2.1.4 None challenge shall be considered validly submitted and effective unless, within the three (03) days following the date of Concession Award, the challenging Bidder submits the Committee a joint and several, irrevocable, unconditioned, without the benefit of excussio or division and of automatic execution warrant bond, in accordance with Annex No. 7, to the benefit of PROINVERSION. The warrant bond shall be issue by a banking company or an international financial entity, in accordance with Annex No. 2 to the Tender Documents herein, and shall be equal to the 1% of the Reference Investment Budget.

- 9.2.1.5 Where the warrant bond is issued by an International Financial Entity, it shall be endorsed and confirmed by any of the Banking Companies listed in Appendix 2 in Annex No. 2.

- 9.2.1.6 The challenge warrant bond shall be executed by PROINVERSION if the appeal submitted by the Pre-qualified Bidder is declared ungrounded or inadmissible or if the appeal is not submitted within the period established in

Section 9.2.1, and the Committee's resolution, whether express or constructive, shall remain consented. Where the challenge or appeal submitted was declared grounded, the challenge warrant bond shall be returned to the Pre-qualified Bidder with no interests accrued in its favor.

9.2.1.7 The effective term of the challenge warrant bond referred to in this Section shall be from the date of submission of the challenge up to sixty (60) days from the Date of Closure of the Tender, according to the Schedule.

9.3 Not Awarded Tender

The Tender herein shall be declared not awarded if there is no, at least, two Valid Economic Proposals.

In this case, the National Port Authority may set a new date for the call for tender.

9.4 Tender Suspension or Cancellation

The Tender may be suspended, cancelled or rendered null and void at any time before the Date of Closure, without explaining the reason, if the Committee considers it advisable, without assuming any responsibility.

This decision may not be challenged.

10. CLOSING PROCEDURE

10.1 Closing Date

The Closing Date will be held at the place and time notified through Circular Letter before a Notary Public, who will certify the acts referred to in Section 10.2. The Notary fees of such participation shall be borne by the Award Winner.

10.2 Closing Acts

The following acts shall take place on the Closing Date:

10.2.1 The Award Winner shall submit the following documents:

10.2.1.1 Award Winner's certification of the registration before the Registry Office of the powers granted to the Legal Representative of the corporation that shall subscribe the Agreement, pursuant to the provisions set forth in Section 2.2.4 of the Tender Documents.

10.2.1.2 Documentation certifying the registration before the corresponding Registry Office of the bylaws of the corporation that shall subscribe the Agreement, same which must be incorporated in Peru, with the same partners, shareholders or members, and with the same participation they had as on

the date of the Agreement Award, with a minimum subscribed capital stock in accordance with Section 5.2.1.

10.2.1.3 Notary authenticated copy of the entries in the share registry book or in an equivalent document, stating the concessionaire society's stock composition or share as on the Closing Date.

10.2.1.4 Performance Warrant Bond of the Concession Agreement, referred to in Section 1.2.44.

The specimen of such warrant bond is included in Form No. 1 of Annex No. 2.

10.2.1.5 Performance Warrant Bond of Additional Investments, referred to in Section 1.2.43.

The specimen of such warrant bond is included in Form No. 3 of Annex No. 2.

10.2.1.6 In addition, the Award Winner shall submit the documents listed in the Concession Agreement.

10.2.2 Subscription of the Agreement, by the Grantor, represented by APN and the Concessionaire.

10.2.3 PROINVERSION shall return the Guarantee of Validity, Effectiveness and Seriousness of the Proposal to the Award Winner, as referred to in Section 7.1 of the Tender Documents.

10.2.4 Submission of the lists of movable and immovable assets which shall be delivered on the Takeover, based on which the Concessionaire shall prepare an Initial Inventory pursuant to the provisions set forth in the Concession Agreement.

10.3 Execution of the Guarantee of Validity, Effectiveness and Seriousness of the Economic Proposal

10.3.1 If the Award Winner fails to comply with any of the obligations foreseen for the Closing Date in Section 10.2 due to reasons attributable to it, PROINVERSION shall execute the Guarantee of Validity, Effectiveness and Seriousness of the Pre-qualified Bidder immediately and not being obliged to previously notify the Award Winner. The execution of such guarantee does not limit or restrict any other right PROINVERSION may have before the Award Winner that failed to comply with the obligations undertaken in its proposal.

10.3.2 Likewise, the Committee shall accept the proposal of the Pre-qualified Bidder that obtains the second highest score, pursuant to Section 9.1.4 and subsequent sections of the Tender Documents herein. In such case, the

Committee shall notify the Bidder that presented such proposal, communicating its decision of declaring it the new Award Winner, and providing it with information on the closing procedure and the date, time and place where it shall take place.

- 10.3.3 Notwithstanding the provisions set forth in this Section 10.3, PROINVERSION and/on the Committee may start any legal actions permitted by the Applicable Laws as a direct or indirect consequence of the original Award Winner non compliance.

10.4 Agreement's Performance Warrant Bond

The amount of such Warrant shall be a percentage of the Referential Investment Budget, as follows:

- From the Closing Date to the approval of the minimum Works corresponding to the Works first stage: 20%.
- From the approval of the minimum Works corresponding to the first stage, to two (02) years after the expiration of the concession term: 10%.

The purpose of such warrant shall be guaranteeing the compliance of all the contractual obligations, included obligations of Construction, exploitation and conservation of the Works and Equipment, as well as the penalties set forth in the Concession Agreement.

It shall be comprised of a bank warrant bond issued by a Banking Company or an International Financial Entity, as provided in Annex No. 2 to the Tender Documents herein, which shall be joint, unconditional, irrevocable, without benefit of excussio or division and of automatic execution since the Closing Date, same which shall be renewed annually to be kept in effect.

Alternatively, a stand-by letter of credit may be accepted and it may take on the formality used by the bank that carries out the operation, provided it complies with the requirements set forth in Form No. 1 of Annex No. 2, and it is issued by a First Class Foreign Bank and confirmed by a Banking Company of the National Financial System.

If the warrant is issued by an International Financial Entity, it shall need to be endorsed and confirmed by any of the Local Bank Institutions listed in Annex No. 2.

10.5 Performance Warrant Bond of Additional Investments (AI)

The amount of the Warrant Bond shall be a percentage of the amount offered by the Pre-Qualified Bidder in its Economic Proposal. Said percentage and the conditions for its granting shall be set forth in the Concession Agreement.

Said warrant shall aim at guaranteeing the compliance of all contractual obligations related to AI.

It shall be comprised of a bank warrant bond issued by a Banking Company or an International Financial Entity, as provided in Annex No. 2 to the Tender Documents herein, which shall be joint, unconditional, irrevocable, without benefit of excussio or division and of automatic execution since the Closing Date, same which shall be kept in effect until the approval of the Works corresponding to AI.

Alternatively, a stand-by letter of credit may be accepted and it may take on the formality used by the bank that carries out the operation, provided it complies with the requirements set forth in Form No. 1 of Annex No. 2, and it is issued by a First Class Foreign Bank and confirmed by a Banking Company of the National Financial System.

If the warrant is issued by an International Financial Entity, it shall need to be endorsed and confirmed by any of the Local Bank Institutions listed in Annex No. 2.

10.6 Effective Date of the Agreement

For the purposes of the subscription of the Agreement, the Ministry of Transportation and Communication, pursuant to the provisions set forth in Article 10.2 of National Port System Law and Article 48 of its regulations, shall approve the Agreement through supreme decree.

The Agreement shall enter in full legal force and effect as from the Closing Date, after being subscribed by APN pursuant to the provisions of the National Port System Law No. 27943. For the purposes of the Closing Date, it shall be identified as the date on which the Agreement was subscribed.

11. FINAL PROVISIONS

11.1 Applicable Law

These Tender Documents, its documents, and the Agreement will be governed and interpreted by the Applicable Laws, pursuant to Section 1.3.

11.2 Jurisdiction and Authority

11.2.1 Notwithstanding the waivers made in paragraphs 1.4.3 and 1.4.4 and the sections of the Tender Documents herein, the Pre-qualified Bidders and the members of Consortia and Concessionaire Societies irrevocably submit and accept the jurisdiction and authority of the judges and courts of the city of Lima, Peru, to resolve any conflict that may arise between them and the State of the Republic of Peru regarding the Tender Documents. They

expressly and irrevocably waive any diplomatic claim, as well as any right to file any actions of any nature before any other jurisdiction.

11.2.2 However, from the subscription of the Agreement, the Concessionaire and the Grantor exclusively submit to the provisions set forth in the Concession Agreement for the resolution of any controversy that may arise, including those related to these Tender Documents.

11.2.3 Any provision that modifies, alters or limits the right of the State of the Republic of Peru, APN, PROINVERSION or the Committee to file any judicial action, or to execute a sentence ordered in Peru before judges and courts of other jurisdictions shall not be applicable. The Pre-qualified Bidders and the members of Consortia waive their right to refer to or execute any immunity or privilege they be entitled to in such jurisdictions, without reserve or limitation whatsoever, accepting since this moment and by the sole fact of participating in the Tender, the selection of alternative jurisdiction or jurisdictions by the State of the Republic of Peru, APN, PROINVERSION and the Committee, as may correspond.

11.3 Contribution to FONCEPRI

Pursuant to the provisions of the Third Complementary Provision of the Law on Decentralization Bases, Law No. 27783, such fund shall be entitled to 2% of the effectively received contributions, that is, of the Compensation.

11.4 Environment

Environmental Impact Assessment shall be available for the Bidders in the Data Room. The Bidders shall take these aspects into account, as well as those they may identify after the field studies they shall carry out to prepare their Proposals.

11.5 Process Expenses

The Committee shall notify the Bidders on the amount of such expenses through Circular Letter.

ANNEX N° 1
NON-DISCLOSURE AGREEMENT
(Reference: Section 3.2.2, Tender Documents)

Lima, _____, 2008

Messrs.
PROINVERSION'S Infrastructure and Utility Project Committee
Private Investment Promotion Agency - PROINVERSION

Bidder:

I (Bidder's name) duly represented by (undersigning party's position), Mr. identified with, No. domiciled at do hereby request permission to access the Data Room provided by the Committee, pursuant to the Comprehensive Project Tender Documents for granting the Paita Port Terminal in concession to the private sector. In this respect, we guarantee confidentiality regarding the information obtained from the Data Room, we will not disclose information or material to any third person without prior written authorization by the Committee, as well as to not use information in a way that may create controversies with the interests of the State, governmental officials or agencies, APN, PROINVERSION and the Committee.

The material obtained from the Data Room will only be available to our personnel, managers and consultants, for Tender process purposes only. Such personnel will be aware of this agreement and, therefore, they will be committed to guarantee confidentiality on the aforementioned information. We will take all reasonable measures to avoid disclosing any information to third parties, unless prior written authorization by the Committee.

No permit or right has been granted or shall be granted to any of our consultants regarding the provision of information comprised in this Agreement.

We agree that the State, governmental officials or agencies, APN, PROINVERSION, the Committee, its consultants or members are not declaring or guaranteeing, expressly or implicitly, the accuracy, reliability or totality of the information available to us, and any of its parties, managers, officers, employees or representatives will be responsible to us or to any other person for the use of such information and/or material. We agree to make our own decisions related to the information available to us and we recognize that we will not depend or be induced for such information when deciding on our intention regarding the Tender process.

We agree that any provided information, material, discussion, negotiation or related issue take part of the offer made by the Committee or on behalf of it, and that they will not be used as basis or be considered in relation to any agreement, unless written authorization by the Committee.

Upon request of the Committee, we accept to return immediately all copies of all the documents which were furnished to us, to our representatives or consultants.

Similarly, we agree that the Committee is not obliged to provide access to additional information or to update the information and materials available or amend any inaccuracy that may arise.

This agreement is not applicable to the information which: (i) upon this date has been already disclosed to us or to our consultants or was publicly known or in any other moment as from such opportunity is to be publicly known (excluding such information subject matter of failure by us or our consultants regarding this agreement), or (ii) as from this date, it is already legally in our power and; therefore, it is not subject to non-disclosure agreement.

The rights and obligations set forth herein are governed and construed pursuant to the Peruvian law and the parties hereto agree to be irrevocably subject to the jurisdiction and competence of the judges and courts of Lima, Peru.

In witness whereof we have hereunto set our hands and delivered a copy to the Committee, this day of (month), 2008.

Authenticated signature

Name (Bidder and/or acquirer legal representative)

Entity (Bidder)

ANNEX N° 2
Form 1: PERFORMANCE WARRANT BOND SPECIMEN
(Reference: Section 10.4, Tender Documents)

Lima,, 2008

Messrs.
Ministry of Transport and Communications

Ref.: Warrant Bond No.
Date due:

We hereby at the request of our client (name of corporation) (hereinafter "the Concessionaire) issue a joint and several, irrevocable, unconditioned, automatic execution warrant, without the benefit of excussio or division, for the amount of up to to the benefit of the Ministry of Transport and Communications to guarantee the validity, effectiveness and seriousness of all obligations assumed by the Concessionaire, including the Construction, Maintenance and Exploitation, arising from the execution of the Paita Port Terminal Concession Agreement (hereinafter, "the Agreement").

This Warrant Bond will also guarantee correct and appropriate compliance with the obligations by the Concessionaire as established pursuant to the provisions under the Uniform Single Text regulations governing the granting of infrastructure and utility works in concession to the private sector approved by Supreme Decree No. 059-96-PCM.

Payment in your favor will require a written application certified by Notary Public of the National Supervisory Agency for Investment in Public Transportation Infrastructure (OSITRAN), which should be signed by the President of the Board of Directors or any other person duly authorized by such agency. Payment will be effective within 24 hours following your application in our offices located at

Any delay on our part to honor such application will accrue interest equivalent to **the highest LIBOR rate plus a 3% spread**. Interest will accrue as from the date when the execution of said warrant bond was requested through the effective date of payment.

Our obligations under this warrant bond will not be affected by any dispute between yourselves and our clients.

This Warrant Bond will remain effective as from200..... until ..., 200..., inclusive.

Sincerely,

Signature

Name

Bank

ANNEX N° 2

ANNEX No. 2
Form 2: ADDITIONAL INVESTMENT PERFORMANCE
WARRANT BOND SPECIMEN
(Reference: Section 10.4, Tender Documents)

Lima,, 2008

Messrs.
Ministry of Transport and Communications

Ref.: Warrant Bond No.
Date due:

We hereby at the request of our client (name of corporation) (hereinafter "the Concessionaire) issue a joint and several, irrevocable, unconditioned, automatic execution warrant, without the benefit of excussio or division, for the amount of up to to the benefit of the Ministry of Transport and Communications to guarantee the validity, effectiveness and seriousness of all obligations assumed by the Concessionaire regarding Additional Investments, including the Design, Construction, Maintenance and Exploitation of the aforementioned investments, arising from the execution of the Paita Port Terminal Concession Agreement (hereinafter, "the Agreement").

This Warrant Bond will also guarantee correct and appropriate compliance with the obligations by the Concessionaire as established pursuant to the provisions under the Uniform Single Text regulations governing the granting of infrastructure and utility works in concession to the private sector approved by Supreme Decree No. 059-96-PCM.

Payment in your favor will require a written application certified by Notary Public of the National Supervisory Agency for Investment in Public Transportation Infrastructure (OSITRAN), which should be signed by the President of the Board of Directors or any other person duly authorized by such agency. Payment will be effective within 24 hours following your application in our offices located at

Any delay on our part to honor such application will accrue interest equivalent to **the highest LIBOR rate plus a 3% spread**. Interest will accrue as from the date when the execution of said warrant bond was requested through the effective date of payment.

Our obligations under this warrant bond will not be affected by any dispute between yourselves and our clients.

This Warrant Bond will remain effective as from200..... until ..., 200..., inclusive.

Sincerely,

Signature

Name

Bank

ANNEX N° 2
Appendix 1: LIST OF FINANCIAL ENTITIES AUTHORIZED TO ISSUE THE
WARRANTS ESTABLISHED IN THE TENDER DOCUMENTS

- **Foreign Banks:**

First class foreign banks included in the list approved by the Central Reserve Bank of Peru through Circular Letter 025-2006-BCRP, as amended. Any subsidiary and/or affiliate of the aforementioned foreign banks will also be included.

- **Multinational Organizations**

- | | |
|---|--------------------------|
| - Latin American Reserve Fund (FLAR) | Colombia |
| - Latin American Export Bank (BLADEX) | Panama |
| - Andean Development Corporation (CAF) | Venezuela |
| - Inter-American Development Bank (IDB) | United States of America |

- World Bank (IBDR)

- Any other credit multilateral institution of which the State of the Republic of Peru is a member.
- Any other international financial institution approved by the GRANTOR, holding a risk classification of no less than “AA”, assessed by a well known entity approved by the National Commission for the Supervision of Companies and Securities (CONASEV).

ANNEX N° 2

**Appendix 1: LIST OF LOCAL BANKING COMPANIES AUTHORIZED TO ISSUE
THE WARRANTS ESTABLISHED IN THE TENDER DOCUMENTS**

BANKING COMPANIES

BBVA BANCO CONTINENTAL
BANCO DE CRÉDITO DEL PERÙ
BANCO INTERAMERICANO DE FINANZAS – BIF
BANCO INTERNACIONAL DEL PERÚ S.A.A. –
INTERBANK
BANQUE BNP PARIBAS – ANDES S.A.
CITIBANK, N.A., LIMA SUBSIDIARY
BANCO SCOTIABANK
BANCO FINANCIERO DEL PERU
HSBC

ANNEX N° 3
Form 1: SWORN STATEMENT (Reliable information commitment)
(Reference: Section 5.1, Tender Documents)

We hereby declare under oath that

All the information to certify our management and operation experience, included in the submitted documents, is trustworthy.

Place and date:,, 2008

Name, representative and signature of the Company or companies composing the Consortium.

Entity
Corporation

Name
Name of the Legal Representative for the corporation

Signature
Name of the Legal Representative for the corporation

Entity
Corporation

Name
Name of the Legal Representative for the corporation

Signature
Signature of the Legal Representative for the corporation

ANNEX N° 3
Form 1-A: SWORN STATEMENT (Relation with the person paying the fee to participate in the Pre-qualification Stage)
(Reference: Section 5.2.2., Tender Documents)

We hereby declare under oath that

_____ (Bidder's name), acquired the Participation Right, through
_____ (name of the person paying the fee). He/She is
_____ (write as appropriate: one of the shareholders or partners or members, or a Company related to us or to one of our shareholders or partners or members, who transferred his Participation Right through right assignment).

Place and date: _____, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

In case there is a Participation Right assignment, the assignor should also sign this sworn statement:

Entity
Assignor

Name
Legal Representative for the Assignor

Signature
Legal Representative for the Assignor

**ANNEX No. 3
Form 2: Operational Technical Capacity**

SWORN STATEMENT

BIDDER:-----

STRATEGIC PARTNER:.....

OPERATION EXPERIENCE (Port Management)

Year in reference:

EFFECTIVE CONTROL ACCREDITATION		TERMINAL CHARACTERISTICS		
Name of Terminal Company Operator / Manager	Effective Control Mechanism or Relation Mean	NAME, LOCATION	PORT	ANNUAL MOVEMENT (TEUs)

I. Companies in which the Strategic Partner has effective control

II. Other Companies related to or of which the Strategic Partner is a Subsidiary:

TOTAL

XXX

Name: Legal Representative for the Bidder

Signature: Legal Representative for the Bidder

ANNEX No. 4
Form 1: QUALIFICATION CREDENTIALS (INCORPORATED COMPANY)
(Reference: Section 5.2.1., Tender Documents)

SWORN STATEMENT

We hereby declare under oath that (Bidder's name) is a corporation duly incorporated and existing under the law of and that is currently in force pursuant to the applicable legal standards of the country of origin.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

(The Legal Representative's signature affixed to this sworn statement should be certified by Notary Public).

NOTE: This document shall be submitted by each company composing the Consortium.

ANNEX No. 4
Form 2: QUALIFICATION CREDENTIALS (ONLY FOR CONSORTIA)
(Reference: Section 5.2.1., Tender Documents)

SWORN STATEMENT

We hereby declare under oath that

.....
(names of the companies composing the Consortium) have associated through a consortium for the purposes of participating in the Tender.

.....
(names of the companies composing the Consortium) are companies incorporated under the laws of their country of origin and are currently in force.

.....
(names of the companies composing the Consortium) are jointly responsible before the Republic of Peru, APN, PROINVERSION and the Committee for all obligations assumed and sworn statements submitted to the Bidder in relation to this Tender.

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

Entity
Legal Representative for (Member 1)

Name
Legal Representative for (Member 1)

Signature
Legal Representative for (Member 1)

Entity
Legal Representative for (Member 2)

Name
Legal Representative for (Member 2)

Signature
Legal Representative for (Member 2)

(...)

Entity
Legal Representative for (Member n)

Name
Legal Representative for (Member n)

Signature
Legal Representative for (Member n)

(The Legal Representative's signature affixed to this sworn statement should be certified by Notary Public).

ANNEX No. 4
Form 3: QUALIFICATION CREDENTIALS
(Reference: Section 5.2.1., Tender Documents)

SWORN STATEMENT

We hereby declare under oath that the participation percentage of each of our shareholders or partners or members is as follows:

Shareholder or partner	Participation percentage in the Bidder (only those with more than 5%)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTAL	

In case of Bidders that are Consortia

Members	Participation percentage in the Bidder
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
TOTAL	

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 4
Form 4: QUALIFICATION CREDENTIALS
(Reference: Section 5.2.1., Tender Documents)

SWORN STATEMENT

We hereby declare under oath that [..... (Bidder's name)],
[Consortium's members]):

- a) They are not administrative sanctioned with temporary or permanent invalidation to exercise their rights to participate in the selection process called by the State of the Republic of Peru, or to hire with the State of the Republic of Peru.
- b) They have not been deprived of their condition as concessionaires as a result of breach of a concession contract with the State of the Republic of Peru within the framework of the private investment promotion process referred to in the Uniformed Single Text on Concessions approved by Supreme Decree No. 059-96-PCM or Law No. 28059, Framework Law on Decentralized Investment Promotion.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 4
Form 5: QUALIFICATION CREDENTIALS
(Reference: Section 5.2.1., Tender Documents)

SWORN STATEMENT

We hereby declare under oath that (Bidder's name), as well as its shareholders, partners or members and the shareholders and partners of the latter, if the case, waive

1. To refer to or exercise any privilege or diplomatic immunity or others.
2. To submit any claim through diplomatic means or any other compensation or others in connection with such claim that may be referred to by or against the State, APN, PROINVERSION, the Committee, their members and consultants, under the Peruvian law or under any other legislation in relation with our obligations regarding the Tender Documents, Economic Proposal, Technical Proposal and the Concession Agreement.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 4
Form 6: QUALIFICATION CREDENTIALS
(Reference: Section 5.2.1., Tender Documents)

SWORN STATEMENT

We hereby declare under oath that our legal and technical advisors have not directly provided any kind of full, partial or temporary services to APN, PROINVERSION or the Committee during the development of this Tender, which may be related to this private investment promotion process.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 4
Form 7: QUALIFICATION CREDENTIALS
(Reference: Section 5.2.1., Tender Documents)

SWORN STATEMENT

We hereby declare under oath that (Bidder's name), its shareholders, partners or members and the shareholders and partners of the latter, if the case, are not directly or indirectly participating with any other Bidder.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 4

Form 7.1: QUALIFICATION CREDENTIALS

(Applicable to partnerships that have their shares listed in stock change)

(Reference: Section 5.2.1., Tender Documents)

SWORN STATEMENT

We hereby declare under oath that (Bidder's name), its shareholders, partners or members, as appropriate, have direct or indirect participation in any other Bidder in which they exercise the management control or that of any of its members in case of consortium pursuant to the Regulations on Indirect Ownership, Relationship and Economic Group approved by CONASEV RESOLUTION No. 22-97-EF-94.10.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 5
Form 1A: INCORPORATION COMMITMENT
(Applicable to individuals Bidders)

SWORN STATEMENT
(Reference: Section 5.2.2.8, Tender Documents)

We hereby declare under oath that

1.- (Bidder) express his/her intention to incorporate a Company with registered office in the Republic of Peru and with a corporate capital as provided by the Concession Agreement, in case we are awarded the Concession.

2.- Such company so incorporated shall execute the Paita Port Terminal Concession Agreement.

3.- In case we are awarded the Concession, we promise to submit the corresponding Concessionaire's Articles of Incorporation together with its registration certificate with the proper Registry Office, upon the Closing Date set forth in Annex No. 12 of the Tender Documents.

In this context, we declare to know and accept that failing to comply with this commitment may be considered as the termination of the Award granted to us.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 5
Form 1B: INCORPORATION COMMITMENT
(CONSORTIA)

SWORN STATEMENT
(Reference: Section 5.2.2., Tender Documents)

We hereby declare under oath that

1.- (members composing the Consortium) have associated through a Consortium for the purposes of participating in this Tender.

2.- (the members abovementioned) express our intention to incorporate a Company with registered office in the Republic of Peru and with a corporate capital as provided by the Concession Agreement, in case we are awarded the Concession.

2.- Such company so incorporated shall execute the Paita Port Terminal Concession Agreement.

3.- In case we are awarded the Concession, we promise to submit the corresponding Concessionaire Partnership's Articles of Incorporation together with its registration certificate with the proper Registry Office, upon the Closing Date set forth in Annex No. 12 of the Tender Documents.

In this context, we declare to know and accept that failing to comply with this commitment may be considered as the termination of the Award granted to us.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

Entity
Legal Representative for (Member 1)

Name
Legal Representative for (Member 1)

Signature
Legal Representative for (Member 1)

Entity	..... Legal Representative for	(Member 2)
Name	..... Legal Representative for	(Member 2)
Signature	..... Legal Representative for	(Member 2)
(...)		
Entity	..... Legal Representative for	(Member n)
Name	..... Legal Representative for	(Member n)
Signature	..... Legal Representative for	(Member n)

ANNEX No. 5
Form 2: FINANCIAL REQUIREMENTS – ENVELOPE 1
(Reference: Section 5.2.3., Tender Documents)

QUALIFICATION FINANCIAL INFORMATION LETTER SPECIMEN

Lima, 2008

Messrs.
PROINVERSION'S Infrastructure and Utility Project Committee
Private Investment Promotion Agency - PROINVERSION

Bidder:

Ref.: Comprehensive Project Tender for granting the Paita Port Terminal in concession to the private sector.

We hereby and, pursuant to Section 5.2.3 of the Tender Documents, submit our financial information letter.

I. FINANCIAL REQUIREMENTS

A.1 Bidder's Net Worth, in case of corporation (See Notes 1 and 2)

NET WORTH US\$[]

A.2 Bidder's Net Worth, in case of Consortium (See Note 1)

Members	Net Worth US\$
Strategic Partner (See Note 3)	
[Member 2]	
....	
[Member n]	

NET WORTH: US\$[]

B Strategic Partner's Net Worth, if credited through an Affiliate Company or of which it is a Subsidiary Company (See Notes 1 and 2)

Strategic Partner Affiliate Company or of which it is a Subsidiary	Net Worth US\$

Strategic Partner Total:

C. Conversion of figures expressed in currency other than Dollar. (See Note 5).

Bidder/Member/Strategic Partner Affiliate Company or of which it is a Subsidiary	Figure (original currency)	Exchange rate	Figure (US\$)
---	---	--------------------------	--------------------------

D. Explain the relationship between the Strategic Partner, its Affiliate Company or of which it is a Subsidiary.

Strategic Partner Affiliate Company or of which it is a Subsidiary	Relationship with the Strategic Partner
---	--

Note 1: In case the Bidder credited through an Affiliate Company or of which it is a Subsidiary, the amount mentioned shall be the same of that total shown in Table B.

Note 2: In case of worth registered in currency other than US\$; Table C shall be used for conversion.

Note 3: The amount mentioned shall be the same of that total shown in Table B.

Note 4: Complete also Section D.

Note 5: The average exchange rate to be used shall be published by the Superintendency of Banking and Insurance on a working day just before the submission of Envelope No. 1.

Sincerely,

Signature

Name
Legal Representative for the Bidder

Entity
Bidder

ANNEX No. 5
Form 3: OFFER VALIDITY, EFFECTIVENESS AND SERIOUSNESS WARRANT
BOND SPECIMEN

(Reference: Section 7.1, Tender Documents)

Lima,, 2008

Messrs.

Private Investment Promotion Agency - PROINVERSION

Ref.: Warrant Bond No.

Date due:

We hereby at the request of our client (name of corporation) (hereinafter "the Concessionaire) issue a joint and several, irrevocable, unconditioned, automatic execution warrant, without the benefit of excussio or division, for the amount of up tomillion and 00/100 American Dollars (US\$.....) to the benefit of PROINVERSION, to guarantee the Validity, Effectiveness and Seriousness of the Proposals submitted by our client, pursuant to the terms and conditions set forth in the Comprehensive Project Tender Documents for granting the Paita Port Terminal in concession to the private sector.

In addition, we hereby represent that this warrant bond would be made effective if our client is declared the Award Winner by the Committee but fails to comply with its obligations upon the Closing Date of the aforementioned Tender.

Payment in your favor will require a written application certified by Notary Public of PROINVERSION's Chief Executive Officer, in our offices located at

Any delay on our part to honor such application will accrue interest equivalent to *the highest LIBOR rate plus a 3% spread*. Interest will accrue as from the date when the execution of said warrant bond was requested through the effective date of payment.

Our obligations under this warrant bond will not be affected by any dispute between yourselves and our clients.

This Warrant Bond will remain effective as from the date when the Economic Proposal was submitted until ..., ..., 200...

The words used in this Warrant Bond have the same meaning as the terms defined in the Tender Documents.

Sincerely,

Signature

Name

Bank

ANNEX No. 5
Form 4: INFORMATION VALIDITY
(Reference: Section 7.1, Tender Documents)

SWORN STATEMENT

We hereby declare under oath that the information, representation, certification and, in general, all documents submitted in Envelope No. 1 are currently in force and will remain in force until the Closing Date.

Place and date:, 2008

Entity
Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 6
ECONOMIC OFFER SPECIMEN
(Reference: Section 7.2, Tender Documents)

Lima,, 2008

Messrs.
PROINVERSION'S Infrastructure and Utility Project Committee
Private Investment Promotion Agency - PROINVERSION

Bidder:

Pursuant to Section 7.2 of the Tender Documents, please find enclosed our Economic Offer according to the conditions established in this Tender, under the following terms:

1. Additional Investment (IA) in Present Value:

Amount in letters: [] Dollars

Amount in numbers: US\$ []

2. National Component (Law No. 28242)

Cost percentage for goods and execution of Works produced in the country, including services. _____ %

We represent that our Economic Proposal is irrevocable and shall remain in full force until sixty (60) days after the Closing Date. We commit ourselves to extend such term if the Committee so requires.

Bidder

Name
Legal Representative for the Bidder

Signature
Legal Representative for the Bidder

ANNEX No. 7
CHALLENGE WARRANT BOND SPECIMEN
(Reference: Section 9.2, Tender Documents)

Lima, , 200

Messrs.

Private Investment Promotion Agency - PROINVERSION

Ref. : Warrant Bond No

Date due:

We hereby at the request of our client (name of corporation, hereinafter "the Concessionaire) issue a joint and several, irrevocable, unconditioned, automatic execution warrant, without the benefit of excussio or division, for the amount of up tomillion and 00/100 Dollars of the United States of America (US\$.....,000.00) to the benefit of PROINVERSION, to guarantee our client in the payment for the amounts regarding any assumption mentioned in the forth paragraph of this warrant bond.

This warrant bond shall be in force since the submission of any challenge and until (60) days as from the Tender Closing Date provided in the Documents; and shall be effective in case the challenge is declared groundless or inadmissible by PROINVERSION Board of Directors.

We hereby acknowledge that this warrant bond shall be executed by PROINVERSION pursuant to Article 1898 of the Peruvian Civil Code.

We expressly agree that in order to honor this warrant bond, we require a simple written application certified by Notary Public of PROINVERSION Chief Executive Officer or his/her representative, in our office located in the address below, and which it is expressed that the challenge submitted in the Comprehensive Project Tender Documents for granting the Paita Port Terminal in concession to the private sector has been declared groundless or inadmissible by PROINVERSION's Board of Directors; or in case there is a resolution regarding this case by the Committee, the same has not been appealed.

Payment will be effective within 24 hours as from reception date of the corresponding application certified by Notary Public

Any delay on our part to honor such application will accrue interest equivalent to the highest LIBOR rate plus a 3% spread. Interest will accrue as from the date when the execution of said warrant bond was requested.

Sincerely,

SIGNATURE AND SEAL

Name of the bank issuing the warrant bond:

Bank address:

ANNEX No. 8
DATA ROOM USER'S GUIDE
(Reference: Section 3.2 of the Tender Documents)

I. AVAILABILITY

1. Authorized users

Data Room authorized users are the representatives of the companies acquiring the Tender Documents who have been properly introduced to and identified before the Data Room management by means of properly filled out forms.

2. Capacity and services

The Data Room features a meeting room with a maximum capacity for six (06) persons. In addition to access to all available documents concerning the Comprehensive Project Tender for granting the Paita Port Terminal in concession to the private sector, users will also have printers, photocopiers, telephones and faxes to facilitate their work.

3. Opening hours

The Data Room will remain open from 9:00 hours to 13:00 hours and from 15:00 hours to 18:00 hours, from Monday to Friday.

4. Procedure

Acquirer or Bidders interested in using the Data Room will sign the Confidentiality Agreement and file their request using the corresponding form. They will indicate their time and length of stay preferences, and the number of persons who will be using the Data Room. The Data Room coordinator will reply to the request and indicate availability based on criteria of fairness and equity. Preferably, the Data Room will be used for queries and consultation of documents. Under no circumstances, Bidders shall be allowed to use the Data room as their operations center.

All documents and services will be requested using the respective forms through the Data Room coordinator.

II. SERVICES

The Data Room may be used for free but the services of photocopying, printing, binding, file recording in diskettes or CDs, telephone, fax, refreshments, etc. will be charged. Additional services such as plan copying, image scanning, Internet and other similar services may be provided if they have been previously requested and will be charged according to their cost, which will be previously informed by the Data Room management.

Additionally, CDs containing most of the Project studies and plans as well as the whole feasibility study will be available. They will be US\$ 50.00 each.

III. DATA ROOM USE FORMS

This Annex includes Form 1 (IDENTIFICATION OF PERSONS AUTHORIZED TO USE DATA ROOM) and its Appendix 1 (DATA ROOM INFORMATION AND USE FORM). These forms shall be filled out and delivered by fax or electronic mail before using the Data Room for the first time by the representatives of the Bidder's group. This is an indispensable requirement to access the information provided in the Data Room. The timetables and reservations for using the Data Room will be prepared based on the information supplied in these forms.

This Annex also includes the following documents:

- Form 2 (MULTIPLE SERVICE REQUEST) for the services requested by the Bidders.
- Form 3 (TECHNICAL CONSULTATION REQUEST) for the Bidders to make consultations in writing regarding several matters of the project.

ANNEX No. 8

Form 1: IDENTIFICATION OF PERSONS AUTHORIZED TO USE THE DATA ROOM

Lima, _____, 200__

Messrs.
PROINVERSION's Public Infrastructure and Utilities Committee
Private Investment Promotion Agency - PROINVERSION

I (name of the Representative),
on behalf of(name of the Bidder) hereby request you permission
to use the Data Room during the term comprised in the proposed visit schedule for the
people listed in the table of Appendix 1.

Concerning the Data Room use procedure, we express that we understand the
procedures shown in the Data Room User's Guide - Annex No. 8 to the Tender
Documents.

Moreover, we expressly understand that the information contained in the Data Room is
strictly confidential.

Sincerely yours,

Name of representative

ID

Committee's representative signature

**ANNEX No. 8
Appendix 1**

DATA AND CONTINUANCE TABLE

No.	Full Name	ID	Nationality	Continuance Period (provide date)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

ANNEX No. 8
Form 2: MULTIPLE SERVICES REQUEST

Date of Request Requesting Party User

	Ref. No.	Service Description	No. of Units	Quantity
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			

Date of Delivery

ANNEX No. 8
Form 3: TECHNICAL INQUIRIES REQUEST

Date

Requesting Party Data

Company:

Requesting

Party:

Position:

ANNEX No. 8
Appendix No. 2: List of Data Room Documents

- Modification of Port Development National Plan regarding modernization and development of the Paita Port Terminal, prepared by the National Port Authority and approved by Supreme Decree No. 011-2008-MTC, published in El Peruano Official Gazette on March 16, 2008.
- Final Paita Port Terminal Report, Volume I and II, dated January 2008 of the “Study on Infrastructure and Equipment Needs of Paita, San Martin and Ilo Port Terminals”, prepared by the Cesel Ingenieros - The Louis Berger Group, Inc. Consortium.
- Fee structure for port services of Empresa Nacional de Puertos S.A. (ENAPU S.A.).
- Pre-investment study “Modernization and Development of Paita Port Terminal”, March 2008. Directorate of Planning and Economic Studies, National Port Authority.

ANNEX No. 9 AREA OF THE CONCESSION

DESCRIPTION OF THE AREA OF THE CONCESSION

The Area of the Concession is comprised of maritime and land areas in which the current Paita Port Terminal facilities are located, and where vessel maneuvers and loading and unloading services take place. Likewise, it comprises an additional area that shall be used for the expansion of the Port Terminal and the construction and operation of a Marginal Container Dock.

The Area of the Concession described below is based on the information recorded in the Public Registries and the Port Authority. The update of the information included in this Annex may be included in the Concession Agreement, if applicable.

I. LAND AREA

The property that comprises the lands and buildings of Paita Port Terminal is registered under entry 008124-1 of the Properties Registry of the Regional Office of Public Registries of Piura (or Region of Grau), on behalf of Empresa Nacional de Puertos S.A. (ENAPU).

I.1 LIMITS AND PERIMETER MEASURES

Front: It limits with the beach and the railroad in 5 sections: 71.15 m, 20.00 m, 15.84 m, 9.82 m, and 48.72 m.

Right: It limits with Jiron Junin and foothills in 14 sections: 24.25 m, 99.48 m, 2.01 m, 19.85 m, 0.27 m, 6.43 m, 2.15 m, 84.63 m, 11.14 m, 17.44 m, 17.13 m, 10.40 m, 29.35 m, and 123.44 m.

Left: it limits with the sea and the docks in 6 sections: 136.53 m, 38.96 m, 44.19 m, 13.93 m, 77.84 m, and 111.86 m.

Back: It limits with the sea and terminal in 4 sections: 45.00 m, 18.50 m, 7.85 m, and 25.19 m.

I.2 PLOT AREA

The area contained within the limits and perimeter measures totals 57,651.13 m².

I.3 PERIMETER

The land's perimeter length is 1,133.35 lineal meters.

II. MARITIME AREA

Through Directorial Resolution No. 0530-99/DCG dated December 1999, and No. 0539-2000/DCG, ENAPU was authorized to construct and operate the Paita Port Terminal in a maritime area of 53,810.746 m², located in the district and province of Paita, department of Piura, and comprised of the following facilities:

- a. A dock, a rock fill and embankment zone that covers a maritime area of 33,235.826 m².
- b. A shore area that covers a maritime area of 20,574.92 m².

The facilities described above are located within an area which coordinates are detailed in the preceding Directorial Resolution No. 0539-2000, pursuant to Map LH-PAI-99-02, of 3l Page No. 29 of the Administrative File DMA-128-99-CA.

In accordance with the statements of the Consultant included in the Final Report on the Study of Paita Port Terminal Needs for Infrastructure and Equipment (January 2008), the Directorial Resolutions above, in which the occupation of the areas where the new port infrastructures are planned to be constructed, for the case of the recommended alternative 3, is authorized due to its location within the limits of the Paita Port Terminal.

ANNEX No. 10
Form 1: ACCEPTANCE OF TENDER DOCUMENTS AND AGREEMENT
(Reference Section 7.1 of the Tender Documents)

SWORN STATEMENT

We, (name of Bidder), as well as our shareholders, partners or members, and their shareholders and partners, hereby declare under oath that:

1. We agree to all the provisions inherent to the Tender Process and Award; the regulations set forth in Supreme Decree No. 059-96-PCM, Single Uniformed Text (TUO) with Rank of Law ruling the Granting in Concession of Public Infrastructure and Utility Works to the Private Sector and its Rules, Supreme Decree No. 060-96-PCM; the LSPN and its regulations, the Tender Documents and its Circular Letters.
2. We have examined and agree to these Tender Documents, the Agreement and other background and documents thereof, expressly accepting the obligations set forth by the Law of Private Investment Promotion on Infrastructure and Utilities, the LSPN and its regulations, these Tender Documents any other norm applicable to the Concession Agreement, and we have no issue or objection to present. Consequently, we hereby release the National Port Authority, PROINVERSION and its advisers from any responsibility for eventual errors or omissions that may occur in the abovementioned background and documents.
3. In case of winning the Concession Award, we undertake to execute the corresponding Concession Agreement.

Name of Bidder's Legal Representative

Legal Representative's Signature

Place and date:,, 2008

ANNEX No. 11
Appendix 1.- SPECIFICATIONS FOR THE CONTENTS OF THE TECHNICAL PROPOSAL
(Reference Sub-section 7.1 of the Tender Documents)

The Bidder shall present a technical document supporting the Works and Equipment offered and identified in its Technical Proposal, with the minimum contents established in Appendix 1 hereof, and which takes into account at least the following chapters, with the corresponding minimum contents indicated therein:

I. MARITIME INFRASTRUCTURE

- Depth requirements in the access channel and maneuver area, related to the Terminal's design and operation.
- Requirements of navigational aids.
- Maximum permissible swell for load and unload operations.
- Dredging plan for the dock area, implementation stages. Dredging necessary to construct the container dock, its support area, and for the future expansion of the current breakwater. Control of environmental impact.
- Hydraulic fill, location of quarries, construction procedure and environmental impact control.

II. CIVIL WORKS

- Layout of the Terminal within the Concession Area; development stages.
- Description of the berth fronts:
 - Foundation type and materials; design depth, implementation stages.
 - Bearing capacity of the berth's structural elements.
 - Fill of the support area (container yard and other areas; system and material).
 - Type of paving in the support area; bearing capacity.
 - Beams: head, longitudinal, edge, anchoring, track, etc.
 - Description of berth elements, fenders, etc.
- Description of complementary works.
- Technical regulations to be used, besides Peruvian regulations.

III.- ELECTRICAL FACILITIES

- Power demand
- Sub-stations and other basic facilities

IV.- EQUIPMENT

IV.1 MARGINAL CONTAINER DOCK

- Dock Gantry Cranes
 - Implementation stages
 - Number of cranes
 - Operation rate (containers per hour)
 - Maximum manual estimated capacity (number of containers)
- Storage yard equipment and mobilization
 - Equipment type and characteristics
 - Number
- Complementary and auxiliary equipment
- Description of the electronic administrative operation and control system (infostructure)

IV.2 CURRENT MULTI-PURPOSE DOCK

- Storage yard equipment and mobilization
 - Equipment type and characteristics
 - Number
- Complementary and auxiliary equipment
- Description of the electronic administrative operation and control system (infostructure)

V.- OPERATION PLAN

- Service description:
 - Provision of infrastructure
 - Vessel berthing
 - Container mobilization
 - Other freight mobilization
 - Rendered by consignee agent
 - Vessel service
 - Other services
- Logistical chain:
 - “Type” description of activities in the entire container Terminal and current dock (multi-purpose) (times and scheduled movements, importation, exportation, transfer)

VI.- ENVIRONMENTAL CONSIDERATIONS DURING THE CONSTRUCTION AND ENVIRONMENTAL CONTROL PLAN DURING THE WORKS EXECUTION AND OPERATION OF THE TERMINAL

Provide at least the following:

- i) General Objectives of the Environmental Impact Study to be carried out.
- ii) General Aspects of the proposed methodology for the development of the Environmental Impact Study.

VII.- SCHEDULE OF THE PROCESS, BY STAGES

- Activities prior to works startup
- Works execution
 - Maritime
 - Civil
 - Other
- Schedule of equipment purchase, installation and test
- Commissioning

VIII.- REFERENTIAL BUDGET FOR WORKS AND EQUIPMENT

Note: In any of the abovementioned chapters, the Bidder may use any of the background records prepared by the State of the Republic of Peru, including the following notice in the corresponding chapter:

“For this chapter, the Bidder has used the background record called ‘... (provide the name of the corresponding study, including the consultant’s name and the year of preparation).... ’, pages ____ to ____ and/or blueprints No. ____ to No. ____, which shall be considered as the specification to be adopted for the execution of works in case of winning the Concession Award”.

ANNEX No. 11
Appendix No. 2: Minimum Requirements for Works and Equipment
(Reference Sub-Section 7.1 of the Tender Documents)

1. MARGINAL CONTAINER DOCK

1.1 Basic characteristics of initial minimum Works:

Concept	Minimum requirement
Number of berths (berthing sites)	1
Minimum dock length	300 m
Dock gantry cranes	2
Yard gantry cranes	4
Minimum support area	12 Ha

1.2 Works Technical Parameters:

1.2.1 Referred to the vessel service capacity:

The Terminal shall be designed to provide service 24 hours/day (business days, Sundays and holidays).

The Marginal Dock occupation rate shall not exceed sixty percent (60%) of the relation between total berth annual occupation time and the total annual availability time. This estimation determines the timeliness in which the Concessionaire must commission the new infrastructure and/or additional equipment, in accordance with its Technical Proposal.

The Dock occupation rate shall be calculated since the date in which the Concessionaire starts operating the Marginal Dock, until the date in which the maximum capacity limit offered in its Technical Proposal is implemented.

1.2.2 Marginal Dock Infrastructure

The Marginal Dock shall be designed with at least a 300 m berth, with minimum head way of 13 m referred to the mean low water spring tide level (MLWS). The foundations of the Marginal Dock shall be prepared to dredge the operations area at 16 m, referred to the MLWS. At the beginning of operations, the support area of the Marginal Dock shall not be smaller than 12 ha. The foundations of the Marginal Dock shall, alternatively, be based on steel posts, reinforced concrete posts, and concrete caissons or blocks.

1.2.3 Equipment

The Marginal Dock shall have at least two new gantry cranes, with effective annual average capacity of 25 container/hour per crane, and four yard cranes. As demands increases, and to be able to comply with the service and productivity levels, more cranes shall be added to increase the Marginal Dock capacity. The transfer and yard equipment shall maintain, in capacity and yield, the speed required to optimize the logistics chain times. In the Technical File, the Concessionaire shall detail the characteristics of the equipment it undertakes to purchase.

1.3 Service and Productivity Levels

The Works proposed for execution by the Bidder in the Technical Proposal shall permit, at least, to reach the following service and productivity levels, pursuant to the provisions of the Concession Agreement:

- **Time to Start Unloading**: No more than twenty (20) minutes of average tolerance for the beginning of unloading maneuvers, calculated since the moment in which the already moored vessel receives the necessary authorizations. Each individual operation shall not take more than thirty (30) minutes.
- **Time to Lift Anchors**: No more than twenty (20) minutes of average tolerance for the lifting of anchors, calculated since the completion of loading/unloading operations and the receipt of necessary authorizations. Each individual operation shall not take more than thirty (30) minutes.
- **Yield of a Loading or Unloading Operation (operation yield)**: An average of no less than twenty five (25) containers per hour and per dock gantry crane:

$$\text{Operation yield} = \frac{NC}{txn_g} \geq 25 \text{ containers per hour}$$

Where:

NC: Number of embarked or disembarked containers in the last three (3) months.

t: Accumulated operation time for the last three (3) months.

n_g: Number of operating dock gantry cranes.

The yield of each individual operation shall not be lower than twenty (20) containers per crane and per hour.

For “accumulated operation time” shall be understood as the addition of the operation times of each vessel served by the Terminal during such **three-month** period. The operation time for each vessel is calculated since the locking of the first container until de unlocking of the last container.

In the last three (3) quarters of the first operation year, the yield shall not be lower than twenty (20) containers per hour and per dock gantry crane.

Time to Deliver the Goods to the User: In the last three quarters of the first exploitation year, an average of no more than thirty (30) minutes, calculated since the time the User requests to clear the goods after paying for the service, and the time in which the Terminal serves him/her. After the first twelve (12) months since the Exploitation startup, the Terminal shall deliver the goods to the User in an average time that shall not exceed twenty (20) minutes. Each individual operation shall not take more than forty five (45) minutes and thirty (30) minutes, respectively.

The Concessionaire shall comply with the provisions set forth in the Free Trade Agreement between Peru and the United States regarding the periods of time the container shall stay in the port facilities.

2. CURRENT MULTI-PURPOSE DOCK

The Service and Productivity Levels shall not be below the maximum levels reached by ENAPU, under public administration, in the last twelve (12) months prior to the Closing Date.

**ANNEX No. 11
Appendix No. 3
Additional Investment¹
(Reference Sub-Section 7.2.1 of the Tender Documents)**

¹ To be notified through Circular Letter

ANNEX No. 12
SCHEDULE
(Reference: Sub-Section 1.6 of the Tender Documents)

Activity	Date
Call for Tenders and Publication of Tender Documents	April 11
Inquiries to the Tender Documents until	August 18
Answering to the inquires to the Tender Documents until	October 1
<u>Pre-qualification:</u>	
Submission of interested parties' credentials and Bidder pre-qualification (Envelope No. 1) until	September 5
Correction of observations made to Envelope No. 1 until	September 12
Announcement of Pre-qualified Bidders until	September 16
<u>Agreement:</u>	
Submission of the First Agreement Project	April 29
Inquiries to the First Agreement Project until	May 20
Second Agreement Project	June 3
Inquiries to the Second Agreement Project	June 26
Observations to the Draft Final Agreement until	July 30
Submission of Final Agreement	September 18
Submission of Proposals:	
Submission of Envelopes No. 2 and No. 3 (technical and economic proposals)	October 13
Announcement of the results of the technical proposals evaluation until	October 21
Opening of Envelope No. 3 and Concession Award	October 22
Closing Date	60 days after the Concession Award

* If the any of the dates above is a non working day, it shall be understood that the term extends to the next working day.

**ANNEX No. 13
MAXIMUM FEES²**

² To be notified through Circular Letter.

**ANNEX No. 14
LIST OF WORKERS OF ENAPU - PAITA**

Serv No.	Full Name	Level	Position	Area	Age	Date of Entry
120033	AGURTO BARRIENTOS, PEDRO	41	AUXILIAR OPERATIVO	OPERACIONES	65	01/01/1970
120208	AGURTO SALDARRIAGA, FRANCISCO DEL ROSARIO	41	AUXILIAR OPERATIVO	OPERACIONES	47	13/11/1979
120127	ALBAN IMAN, ANGEL LORGIO	41	AUXILIAR OPERATIVO	OPERACIONES	63	10/09/1977
120229	ANTON ANTON, EFREN EUGENIO	41	AUXILIAR OPERATIVO	OPERACIONES	56	01/01/1975
120136	AVILA YOVERA, JOSE CLEMENTE	41	AUX OPERA(OPERACION)	OPERACIONES	65	16/05/1978
120011	AYMAR SOJO, OSCAR RAUL	41	AUXILIAR OPERATIVO	OPERACIONES	56	06/06/1977
120065	BOLO MORAN, JORGE	41	AUXILIAR ADMINISTRATIVO	OPERACIONES	55	02/06/1975
120233	CARDOZA GARCIA, OSCAR ORLANDO	41	AUX OPERA (MANTENIMI	MANTENIMIENTO	36	01/10/1998
120209	CARRASCO FARIAS, BLADAMIRO	41	AUXILIAR OPERATIVO	OPERACIONES	51	13/09/1985
120508	CASAS BERNAL, EDMUNDO	32	TECNICO ADMINISTRATIVO	ABASTECIMIENTO	66	01/02/1975
120410	CASTRO BOYER, GERMAN LUIS	41	AUXILIAR OPERATIVO	OPERACIONES	56	13/03/1975
120137	CHANAVA ABAD, EMIGDIO OSWALDO	41	AUXILIAR OPERATIVO	OPERACIONES	57	16/05/1978
120236	CHINGA RODRIGUEZ, REYNALDO	32	TECNICO ADMINISTRATIVO	PERSONAL	59	10/11/1975
120230	CHIROQUE YARLEQUE, LUIS ARTEMIO	41	AUXILIAR ADMINISTRATIVO	SECRETARIA	57	17/03/1975
120192	CORDOVA ADRIANZEN, SANTOS ISMAEL	41	AUXILIAR	OPERACIONES	56	13/08/2007 (*)
120232	CRUZ YARLEQUE, NICOLAS	41	AUXILIAR OPERATIVO	OPERACIONES	66	01/01/1975
120231	DEL ROSARIO TALLEDO, JORGE ADALBERTO	41	AUXILIAR ADMINISTRATIVO	ABASTECIMIENTO	53	02/09/1981
120203	FLORES MANRIQUE, HILARIO	41	AUXILIAR OPERATIVO	MANTENIMIENTO	55	12/10/1987
125751	FALCONI POLONIO, SANTIAGO FREDI	41	AUXILIAR OPERATIVO	OPERACIONES	50	26/02/1990 (**)
120091	GARCIA ADRIANZEN, IRMA ISABEL	41	AUX. ADMINISTRATIVO (SECRETARIA)	GERENCIA	53	09/07/1973
120352	GONZALES ORELLANO, JOSE MERCEDES	41	AUXILIAR ADMINISTRATIVO	CONTABILIDAD	57	01/02/1977
125750	JULCA VALDERRAMA, ORLANDO	41	AUXILIAR OPERATIVO	OPERACIONES	49	26/02/1990
120043	LANDA ACARO, LUIS ALBERTO	32	TECNICO OPERATIVO	OPERACIONES	59	01/01/1970
120214	LLICAN PAREDES, LUIS ALBERTO	41	AUXILIAR OPERATIVO	OPERACIONES	58	01/09/1974
120012	LOPEZ ESTRADA, EUSEBIO	41	AUXILIAR OPERATIVO	OPERACIONES	57	23/06/1976
120226	LOPEZ OJEDA, NERY	41	AUXILIAR OPERATIVO	OPERACIONES	58	01/01/1975
120121	MERINO HERRERA, JULIO ALIPIO	41	AUXILIAR OPERATIVO	OPERACIONES	62	10/09/1977
120123	NEGRINI ATOCHE, GUILLERMO ENRIQUE	41	AUXILIAR ADMINISTRATIVO	PERSONAL	52	02/11/1981
120013	NEGRINI ATOCHE, VICTOR MANUEL	41	AUXILIAR ADMINISTRATIVO	ABASTECIMIENTO	66	23/06/1976
120207	NOLASCO LANDA, FELIX	41	AUXILIAR OPERATIVO	OPERACIONES	48	13/11/1979
120087	NOLE MEJIA, CESAR AUGUSTO	41	AUXILIAR ADMINISTRATIVO	SEGURIDAD	58	01/08/1974
120234	NUNURA MORE, DOMINGO	41	AUXILIAR OPERATIVO	OPERACIONES	36	23/09/2002
128670	PERONA ALVAREZ, SANTIAGO ERNESTO	14	GERENTE T.P. PAITA	GERENCIA	58	17/06/1976
120085	PINEDO VALLES, SEGUNDO DOMINGO	32	TECNICO ADMINISTRATIVO	SEGURIDAD	58	01/07/1975
120021	RUIZ NEGRON, ORLANDO	41	AUXILIAR OPERATIVO	CONTABILIDAD	60	04/06/1973
120047	SALCEDO TABOADA, JOSE MARIA	32	TECNICO OPERATIVO	MANTENIMIENTO	57	01/01/1970
120134	SALDARRIAGA PAZ, MAXIMO CRISTOBAL	32	TECNICO OPERATIVO	OPERACIONES	48	16/05/1978
120220	SILVA CARRANZA, FELIX GUILLERMO	31	TECNICO(JEF AREA AD)	AREA ADMINISTRATIVA	44	02/04/1986
120135	SOSA PURIZACA, EPIFANIO	41	AUXILIAR OPERATIVO	OPERACIONES	62	16/05/1978
120106	TALLEDO ALVARADO, ALFONSO ROLANDO	41	AUXILIAR ADMINISTRATIVO	CONTABILIDAD	60	02/04/1973
120020	TAVARA MORAN, OSCAR ADOLFO	32	TECNICO ADMINISTRATIVO	CONTABILIDAD	57	23/06/1976
120010	TRELLES SANCHEZ, CASTO	41	AUXILIAR OPERATIVO	OPERACIONES	68	01/01/1970
120155	ZAPATA LANDA, PEDRO MANUEL	32	TECNICO ADMINISTRATIVO	CONTABILIDAD	56	01/01/1975

Legend:
 Auxiliar Operativo: Operating Assistant
 Auxiliar Administrativo: Administrative Assistant
 Técnico Administrativo: Administrative Technician
 Auxiliar: Assistant
 Técnico Operativo: Operating Technician
 Gerente T.P. Paita: Paita Port Terminal Management
 Técnico: Technician

Operaciones: Operations
 Mantenimiento: Maintenance
 Abastecimiento: Procurement
 Personal: Personnel
 Secretaría: Secretariat
 Gerencia: Management
 Seguridad: Safety
 Área Administrativa: Administrative Area
 Contabilidad: Accounting

(*) Transferred to Salaverry Port Terminal

Callao, April 9, 2008

