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Ministerio
de Economía y Finanzas

Agencia de Promoción
de la Inversión Privada

Comité de PROINVERSIÓN en
Proyectos de Infraestructura
Portuaria – PRO PUERTOS

“DECENIO DE LAS PERSONAS CON DISCAPACIDAD EN EL PERÚ”
“AÑO DE LA UNIÓN NACIONAL FRENTE A LA CRISIS EXTERNA”

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COMPREHENSIVE PROJECT TENDER FOR THE CONCESSION OF GENERAL SAN MARTIN – PISCO PORT TERMINAL

CIRCULAR LETTER N° 14

As established in point 3.1.3 of the Comprehensive Project Tender for the Concession of General San Martin Port Terminal - Pisco, PROINVERSION Committee for Port Infrastructure Projects announces to all interested parties:

A. AMENDMENT TO TENDER DOCUMENTS:

1. Point 5.3.1 Legal Requirements

The third paragraph of the last subsection of foregoing point is hereby amended as follows:

“(…)

Ownership equity of the Concessionaire must be at least **eleven million** dollars (US\$ **11,000,000.00**), subscribed and paid-in as established in the Concession Contract.

(…)”

2. Point 9.2.2.1 Challenge Letter of Guarantee

The foregoing is amended as follows:

“No challenge shall be considered validly submitted and effective unless, within the three (03) days following the date of Concession Award, the challenging shortlisted bidder submits the Committee a joint and several, irrevocable, unconditioned, without the benefit of excussion or division payable at first request letter of guarantee in accordance with Form 4 of Annex 2, to the benefit of PROINVERSIÓN. The letter of guarantee shall be issued by a banking company or an international financial entity in accordance with Annex 2, and shall be for **one million one hundred thousand** dollars (US\$ **1 100 000.00**).

(…)”

3. Point 10.4 The Guarantees

Points 10.4.1 and 10.4.2 are amended and Point 10.4.3 is incorporated as follows:

“**10.4.1 Concession Contract Performance Bond:**

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In order to guarantee each and all of the obligations established in the contract, including those of design, exploitation and conservation of the works, including the penalties set forth in the Concession agreement, the Concessionaire shall deliver to the Concession Grantor a Concession Contract Performance Bond in the following terms:

- ***As of the date of entering into the Contract to one year after the Certificate of Acceptance of Phase 2 Works: US\$ 6 000 000.00 (six million dollars).***
- ***As of expiry of foregoing term to twelve (12) months after termination of Concession: US\$ 7 000 000.00 (seven million dollars).***

The Concession Contract Performance Bond amount shall increase in accordance to execution progress of Phase 3, in the following terms:

- ***One year after delivery of Certificate of Acceptance of Phase 3 Works, valued at US\$ 4 000 000.00 (four million dollars), that is, for a total amount of US\$ 11 000 000.00 (eleven million dollars).***

10.4.2 Works Performance Bond:

In order to guarantee each and all obligations established in the contract related to execution of works, except for those obligations related to execution of IA works, the Concessionaire shall deliver to the Grantor a Performance Bond for an amount equivalent to ten per cent (10%) of the estimated works budget, as established in the Concession Contract. Said guarantee shall be in force from the date of approval of the Technical File of each Phase to one year after delivery of Certificate of Acceptance of Works of each Phase, as established in the Concession Contract.

10.4.3 Performance Bond of Additional Investments (IA)

(...)”

Likewise, the Concession Contract Performance Bond template (Form 1 of Annex 2) is amended and the Works Performance Bond is incorporated (Form 5 of Annex 2), same which are enclosed to this present Circular Letter.

4. Minimum Requirements for Works and Port Furnishing

Appendix 2 of Annex 8 is amended as per enclosed document.

5. Additional Investment

Appendix 1 of Annex 9 is amended as per enclosed document.

6. Concession Area



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Contents of Annex 10 are incorporated, same which is enclosed to this present Circular Letter.

7. Incorporation of Documents to Data Room:

The following document with code is incorporated to Appendix 2 of Annex 11 of the Tender Documents:

“15 TP GSM Concession Map”

8. Tariff Structure

The following is incorporated to Annex 13: Maximum Fees, Fee structure, same which is enclosed herein.

9. TP GSM List of Contract

The list of contracts entered into between ENAPU S.A. and its TP GSM suppliers are incorporated to Annex 15, same which is incorporated to this Circular Letter.

B. SECOND CONTRACT PROJECT 08.06.09:

The Second Contract Project 08.06.09 is complemented pursuant to the amendments to the Tender Document stated in Section A of this Circular Letter in the following way:

1. Verifications on the date of Contract signing (Clause 3.3.)

The following is incorporated to the second paragraph of subsection a) of Clause 3.3:

“...
THE CONCESSIONAIRE must show a minimum capital stock of **eleven million dollars (US\$ 11 000 000.00)**, same which must be totally subscribed and paid-in in at least twenty-five per cent (25%), as provisioned in the General Law on Corporations at the time of Contract signing. The balance must be paid before completion of the minimum initial works.
(...).”

2. Phases of the Technical File (Clause 6.4)

The following is incorporated to Clause 6.4, which now states as follows:

“Pursuant to Appendix 1 of Annex 9, Clause 6.2, the execution of Minimum Works encompasses the following phases:

Phase 1: It encompasses the initial Minimum works: **basic repair of Docks 1 and 2; comprehensive reconditioning and upgrading of Docks 3 and 4; purchase of Port equipment for the Multipurpose Dock; dredging, support facilities, storage area and its support infrastructure for the Multipurpose Dock; and interconnection with the Mantaro electric system.**



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Phase 2: It encompasses the minimum Works related to demand when it reaches an average of **3'000,000 tons per year**.

Phase 3: It encompasses the minimum Works related to demand when it reaches an average of **100,000 TEUs** per year.

Phase 4 and following: They encompass works IA and others that the Concessionaire may deem necessary for the GSM Port Terminal.

During execution of Minimum Works for each phase, said works shall be considered to be in a pre-operation stage.

The Technical File shall be done in compliance to national and international regulations and standards, additionally.”

3. Concession Contract Performance Bond (Clause 10.2.1.1.)

The following is incorporated to Clause 10.2.1.1, which now states:

“In order to guarantee each and all obligations established in the Contract, **including design, Exploitation and Works Preservation obligations**, as well as payment of penalties, the CONCESSIONAIRE shall deliver to the GRANTOR a Concession Contract Performance Bond with the following terms and Tender Document:

- As of the date of entering into the contract to one year after signing the Certificate of Acceptance of Works for Phase 2: **US\$ 6 000 000.00 (six million dollars)**.
- As of completion of foregoing term to twelve (12) months after Termination of Concession: **US\$ 7 000 000.00 (seven million dollars)**.

The Concession Contract Performance Bond shall increase bind to execution of Phase 3, as follows:

- **One year after signing of Certificate of Acceptance of Phase 3 Works: US\$ 4 000 000.00 (four million dollars), that is, for a total amount of US\$ 11 000 000.00 (eleven million dollars).**“

Likewise, the Concession Contract Performance Bond template is incorporated to Annex 10, and its text is the same as in Form 1 of Annex 2 of the Tender Document which is hereby enclosed in this Circular Letter.

4. Performance Bond (Clause 10.2.2.)

The following statements regarding the Performance Bond are incorporated to Clauses 10.2.2, 10.2.2.1 and 10.2.2.2, which now reads as follows:

“10.2.2 **Performance Bond:**

10.2.2.1. **In order to guarantee each and all obligations established in the Contract related to execution of Works, except for those obligations related to execution of IA works, the**



CONCESSIONAIRE shall deliver to the GRANTOR, as of the approval of the Technical File of each phase, a performance bond for ten per cent (10%) of the Works estimated budget. This surety shall be in force up to one year after signing of the Certificates of Acceptance of Works for each Phase.

10.2.2.2. ***Execution of Performance Bond***

Upon demand of the GRANTOR, the REGULATOR may execute the performance bond totally or partially, once breach of contract has been identified in all or each one of the contract obligations relevant to execution of Works, provided said breach or breaches are cured by the Concessionaire within the terms provisioned to this end.

In the event of partial or total execution of the guarantee(s), the CONCESSIONAIRE shall reconstitute said guarantee(s) to their pre-established amounts. If the Concessionaire does not reconstitute an executed Performance Bond, as established in Clause 10.2.2.1, within thirty (30) Calendar Days as of the date of bond execution, then the REGULATOR shall deliver written notice of breach to the GRANTOR, who may then terminate the contract.

Section XIX shall be applicable, notwithstanding what is established in this present clause, to execute the guarantee due to penalties related to execution of Works provisioned in Annex 17.

The guarantee given by the CONCESSIONAIRE shall not be executed if there is an ongoing controversy resolution proceeding pending results.

Likewise, Appendix 2 of Annex 10 with the Performance Bond template whose contents are the same as Form 5 of Annex 2 of the Tender Document is hereby incorporated and enclosed.

5. Additional Investment Performance Bond (Clause 10.2.3.)

Provisions for the Additional Investment Performance Bond are incorporated to Clauses 10.2.3., 10.2.3.1. and 10.2.3.2., which now reads as follows:

“10.2.3. Additional Investment Performance Bond

10.2.3.1. In order to guarantee each and all obligations established in the Contract related to the IA works, the CONCESSIONAIRE shall give the GRANTOR on the date of Contract signing the IA Performance Bond for 100% of the amount bid by the Award Winner. Said Performance Bond must be renewed each year for the same amount, covering 100% of the Additional Investment, as per Clause 9.1. Notwithstanding, the amount



of said guarantee may decrease upon request by the CONCESSIONAIRE, relevant to the amount of the IA Works executed.

10.2.3.2. Execution of Additional Investment Performance Bond

The Additional Investment Performance Bond may be executed totally or partially by the REGULATOR upon request by the GRANTOR, once breach of contract has been identified in all or each one of the contract obligations relevant to execution of IA Works, provided said breach or breaches are cured by the CONCESSIONAIRE within the terms provisioned to this end.

In the event of partial or total execution of the guarantee(s), the CONCESSIONAIRE shall reconstitute said guarantee(s) to their pre-established amounts. If the Concessionaire does not reconstitute an executed guarantee, as established in Point 10.5 within thirty (30) Calendar Days as of the date of guarantee execution, then the REGULATOR shall deliver written notice of breach to the GRANTOR, who may then terminate the contract.

This guarantee given by the CONCESSIONAIRE shall not be executed if there is an ongoing controversy resolution proceeding pending results.

6. Concession Area (Annex 1)

The content of Concession Area Annex 1 is hereby incorporated. Said content is the same as that of Annex 10 of the Tender Document, which is hereby enclosed.

7. Technical Parameters of Obligatory Compliance for Works and Equipment (Annex 4)

Annex 4 is complemented as per enclosed.

8. Tariff Structure

Annex 5 is incorporated: Tariff Structure, the tariff structure as per enclosed document.

9. Minimum Works (Appendix 1 of Annex 9)

Appendix 1 of Annex 9 is complemented as per enclosed document.

10. Additional Investment (Appendix 2 of Annex 9)

As per enclosed document a list of IA Works is incorporated.

11. TP GSM List of Contracts

It is the text of Annex 18 List of Contracts entered into by ENAPU related to General San Martin Port Terminal, in force at the time when the Award Winner requested ENAPU formalization of assignment of contract rights, which is the same as the list in Annex 15 of the Tender Document enclosed hereby.

Lima, June , 2009



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José Chueca Romero
President

PROINVERSION Committee for Port Infrastructure Projects – PRO PUERTOS



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ANNEX 2 (Tender Documents)
GUARANTEE SPECIMENS AND LIST OF ENTITIES AUTHORIZED TO ISSUE
GUARANTEES

Form 1: CONCESSION CONTRACT PERFORMANCE BOND
(Reference Point 10.4 of Tender Documents)

Lima,....., 2009

Messrs.

Ministry of Transportation and Communications

Lima-Peru

Ref.: Letter of Guarantee No.....
Due Date:

Dear Sirs:

This is to certify that at the request of our clients, Messrs..... (Name of corporation) (hereinafter “the Concessionaire”) we have hereby issued this joint and several, irrevocable and unconditional letter of guarantee of immediate execution without benefit of discussion of division, up to the amount of in favor of the Ministry of Transportation and Communications to guarantee the proper and timely performance of each and every obligation of the Concessionaire, including its design, conservation and exploitation under the Concession Contract for the General San Martin Port Terminal – Pisco (hereinafter, “the Contract”).

This Performance Bond also guarantees the timely and proper performance of each and every obligation of the Concessionaire pursuant to the provisions set forth in Consolidated Text of the rules with the status of a law that govern the concession to the private sector of public infrastructure and services works as approved by Supreme Decree 059-96-PCM.

To honor this Performance Bond in your favor, a written notice from the Supervisory Body of Investment in Transport Infrastructure for Public Use (OSITRAN) forwarded by notarial means shall suffice. Such notice shall be signed by the Chairman of the Board of Directors or by any duly authorized official of said organization. Payment shall be made effective within twenty-four (24) hours following receipt of the notice at our offices located at [.....].

Any delay on our side to honor this bond shall accrue interest at the LIBOR rate plus a 3% spread. Interest shall accrue starting on the date when the request to honor the bond was made until the actual date of payment.

Our obligations pursuant to this Bond shall not be affected by any dispute that may arise between you and our clients.

This Performance Bond shall remain in full force and effect from 200..., until and including..... 200....

Yours very truly,

Signature

Name

Bank Entity



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ANNEX 2 (Tender Documents)

GUARANTEE SPECIMEN AND LIST OF ENTITIES AUTHORIZED TO ISSUE GUARANTEES
Form 5: PERFORMANCE BOND (Reference Sub-point 10.4 of the Tender Documents)

Lima,....., 2009

Messrs.

Ministry of Transportation and Communications

Lima-Peru

Ref.: Letter of Guarantee No.....

Due Date:

Dear Sirs:

This is to certify that at the request of our clients, Messrs..... (Name of corporation) (hereinafter “the Concessionaire”) we have hereby issued this joint and several, irrevocable and unconditional letter of guarantee of immediate execution without benefit of discussion of division, up to the amount of in favor of the Ministry of Transportation and Communications to guarantee the proper and timely performance of each and every obligation of the Concessionaire relevant to the Construction, including the penalties provisioned in Annex 17 of the Contract, except for those referred to execution of IA works, stemming from the Concession Contract for the General San Martin Port Terminal – Pisco (hereinafter, “the Contract”).

To honor this Performance Bond in your favor, a written notice from the Supervisory Body of Investment in Transport Infrastructure for Public Use (OSITRAN) forwarded by notarial means shall suffice. Such notice shall be signed by the Chairman of the Board of Directors or by any duly authorized official of said organization. Payment shall be made effective within twenty-four (24) hours following receipt of the notice at our offices located at [.....].

Any delay on our side to honor this bond shall accrue interest at the LIBOR rate plus a 3% spread. Interest shall accrue starting on the date when the request to honor the bond was made until the actual date of payment.

Our obligations pursuant to this Bond shall not be affected by any dispute that may arise between you and our clients.

This Performance Bond shall remain in full force and effect from 200..., until and including..... 200....

Yours very truly,

Signature

Name

Bank Entity



ANNEX 8 (Tender Documents)

Appendix 2: Minimum Requirements for Port Works and Equipment (Reference: Sub-point 7.1. of the Tender Documents)

I. INITIAL MINIMUM WORKS

1 MULTIPURPOSE DOCK

1.1 Relevant to port service capacity:

General San Martin Port Terminal (GSM PT) shall be designed to service vessels 24 hours a day (work days, Sundays and holidays).

The occupation rate of the Multipurpose Dock shall not exceed Per cent (...%) relation between annual dock total occupation time and annual total availability time. This estimate determines the opportunity in which the Concessionaire must have in operation the new infrastructure and/or the Additional Port Equipment as per its Technical Bid.

The occupation rate of the Multipurpose Dock shall be calculated as of commencement of implementation until it reaches the limit of the maximum capacity offered in its Technical Bid.

1.2 Multipurpose Dock:

It comprises the rehabilitation and modernization of docks 3 and 4. The size of the pier must be 350m x 36m and must be able to hold Gantry cranes.

1.3 Storage Area.

The storage area for bulk material and other cargo will have an area of 4 Ha, of which at least 1 Ha shall be used for temporary storage of containers. The storage area shall be paved with asphalt and the container storage area shall be paved with setts.

The landfill for the storage area of bulk material and other cargo shall be reinforced with gravel piles.

Construction of support infrastructure for the storage area: rock-fill of south slope, south watch tower; and rehabilitation of warehouse 2.

1.4 Dredging Works

The minimum requirements for the dredging works shall be 14 sea depth meters at the Multipurpose Dock (bulk material and other cargo), area of maneuvers and entry channel.

1.5 Support Facilities

Rehabilitation and modernization of electrical installations, sanitary facilities, fire prevention systems of the area of the Multipurpose Dock. Remodeling of the Customs /SUNAT facilities.

2 PORT EQUIPMENT:

The Port must have at least the following Port equipment; all must be new:

Concept	Minimum Required
Dock gantry crane	1
A mobile crane on wheels	1
Yard equipment:	
Reach stacker	1
Side Pick	1
Container Chassis	3
Yard Tractor	1
Mobile equipment for clean bulk cargo	1
Equipment for general cargo:	
5,000 lbs tractor	1
Forklift	1
18 tm crane	1
Trucks	2

As demand increases more equipment shall be added to increase the Multipurpose Dock capacity in order to meet with service and productivity levels. Yard and transference equipment shall be able to sustain the necessary pace in capacity and performance to optimize the times of the logistics chain. The Concessionaire shall itemize the characteristics of the port equipment he obliges to purchase in the Technical File.

3 CONTAINER DOCK

To keep operating the General San Martin Port Terminal, the CONCESSIONAIRE must perform temporary minimum repairs of the docks 1 and 2 which shall consist as a minimum:

- Repair of tie rods, replacing those which have sustained damage.
- Place piles inclined towards the longitudinal direction of the dock; as established in the Reference Project Reformulation for General San Martin Port Terminal [GSM PT] private investment
- Repair of damage in joints between piles and dock surface.

4 ELECTRIC SYSTEM

The TP GSM with the Mantaro electrical system.

II. MINIMUM WORKS BASED ON DEMAND

2.1 When TP GSM reaches an average demand of 3´000,000 ton/year.

The Concessionaire must execute the following minimum works based on demand, when demand reaches an average of 3´000,000 ton/year:

SPECIAL DOCK FOR BULK MATERIAL

The Multipurpose Dock shall specialize in bulk material traffic, thus the following Works must be performed:

- *Expansion of the storage yard for bulk material and other cargoes up to 5.25 Ha.*
- *Construction of a silo*
- *Purchase of an automatic system for clean bulk materials*

2.2 When TP GSM reaches an average demand of 100,000 annual TEUs

The Concessionaire must carry out the following minimum works based on demand, provided said demand is reached within the first twenty (20) years of the Concession:

CONTAINER DOCK

2.2.1 Relevant to the infrastructure of the Container Mooring Dock:

Comprehensive rehabilitation and modernization of mooring docks 1 and 2. The container dock shall be 350 meters long and 36 meters wide, and be able to hold gantry cranes.

The container yard shall have, to start with, an area of 4.0 Ha.

Construction of support infrastructure for the container yard: rock fills on North Slope and north watch tower.

Rehabilitation and modernization of electric installations, sanitary facilities and fire prevention systems on the container mooring dock area.

The minimum requirement for the dredging works shall be 14 sea-depth meters at the Container Dock, the maneuver area and entry channel.



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2.2.2 Port Equipment:

The dock gantry crane and yard equipment located at the Multipurpose Dock shall be moved to the Container Mooring Dock. Two (2) RTG cranes and three (3) Container chassis shall be purchased additionally.

5. PRODUCTIVITY AND SERVICE LEVELS:

The works the short-listed bidder proposes to perform in its Technical Bid shall allow as a minimum to meet the levels of service and productivity established in the Concession Contract.

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ANNEX 9 (Tender Documents)

Appendix 1: Additional Investment

The Additional Investment entails the execution of the following works

- ***Expansion of the container yard, which shall be done in two phases, the first one up to 7.4 ha and the second one up to 12 ha.***
- ***Construction of Ro – Ro mooring dock, with a length of 60 meters and a width of 30 meters. This extension of the Container mooring dock (north side) is to service vehicle loading traffic through the Ro-Ro system.***
- ***One (01) dock gantry crane.***
- ***Yard equipment:***
 - ***Two (2) RTG Cranes***
 - ***One (1) Reach – Stacker***
 - ***One (1) Side Pick***
 - ***One (1) Yard Tractor***
 - ***Six (6) Container chassis.***
- ***Replacement Equipment:***
 - ***One (1) Reach – Stacker***
 - ***One (1) Side Pick***
 - ***One (1) Yard Tractor***
 - ***Six (6) Container Chassis***
 - ***Mobile equipment for bulky material loading***
 - ***One (1) 5,000 lbs tractor***
 - ***One (1) Forklift***
 - ***One (1) 18 Ton crane***
 - ***Two (2) Trucks***
- ***Among others.***



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ANNEX 10 (Tender Documents)

AREA OF THE CONCESSION DESCRIPTION OF THE AREA OF CONCESSION

DISTRICT : PARACAS
PROVINCE : PISCO
DEPARTAMENT : ICA

I. LAND AREA :

LIMITS AND PERIMETER MEASURES

✓ LAND DATA

❖ North:

It limits with Real Estate N° 1 (General San Martin Port Terminal) and the Pacific Ocean in an uneven line of 11 sections: A-B= 53.02ml., B-C=13.00lm., C-D=11.42lm., D-E=18.61lm., E-F=5.31lm., F-G=59.37lm., G-H=19.21lm., H-I=6.92lm., I-J=10.65lm., J-K=381.98lm. and K-A1=44.35lm.

❖ East:

It limits with the Pacific Ocean and the Dock in an uneven line of 47 sections: A1-B1=9.88lm., B1-C1=22.71lm., C1-D1=24.99lm., D1-E1=24.70lm., E1-F1=11.95lm., F1-G1=7.60lm., G1-H1=18.48lm., H1-I1=9.05lm., I1-J1=16.14lm., J1-K1=11.94lm., K1-L1=8.14lm., L1-M1=11.92lm., M1-N1=7.94lm., N1-O1=10.59lm., O1-P1=9.56lm., P1-Q1=12.38lm., Q1-R1=7.02lm., R1-S1=8.84lm., S1-T1=11.42lm., T1-U1=10.33lm., U1-V1=13.40lm., V1-W1=9.97lm., W1-X1=23.29lm., X1-Y1=21.21lm., Y1-Z1=19.66lm., Z1-A2=14.52lm., A2-B2=16.51lm., B2-C2=6.15lm., C2-D2=15.53lm., D2-E2=8.65lm., E2-F2=174.58lm., F2-G2=699.37lm., G2-H2=9.52lm., H2-I2=5.01lm., I2-J2=6.08lm., J2-K2=10.18lm., K2-L2=20.89lm., L2-M2=16.12lm., M2-N2=10.02lm., N2-O2=6.63lm., O2-P2=7.07lm., P2-Q2=7.76lm., Q2-R2=6.29lm., R2-S2=4.17lm., S2-T2=3.20lm., T2-U2=2.86lm. and U2-V2=2.27lm.

❖ South:

It limits with Real Estate N° 1 (General San Martin Port Terminal) in a straight line: V2-O= 309.49lm.

❖ West:

It limits with Real Estate N° 1 (General San Martin Port Terminal) in a straight line: O-A= 1,047.47lm.



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✓ PLOT AREA

The area contained within the limits and perimeter measures totals 417,663.09 sqm.

✓ PERIMETER

The land's perimeter is 3,377.29 ml.

II. MARITIME AREA:

LIMITS AND PERIMETER MEASURES

✓ MARITIME DATA.

❖ North:

It limits with the Pacific Ocean in a straight line A1-L=678.31lm.

❖ East:

It limits with the Pacific Ocean in a straight line L-M=888.83 lm.

❖ South:

It limits with the Pacific Ocean in an uneven line of 2 sections: M-N=805.31lm. and N-V2=43.48lm.

❖ West:

It limits with the land area in an uneven line of 47 sections: V2-U2=2.27lm., U2-T2=2.86lm., T2-S2=3.20lm., S2-R2=4.17lm., R2-Q2=6.29lm., Q2-P2=7.76lm., P2-O2=7.07lm., O2-N2=6.63lm., N2-M2=10.02lm., M2-L2=16.12lm., L2-K2=20.89lm., K2-J2=10.18lm., J2-I2=6.08lm., I2-H2=5.01lm., H2-G2=9.52lm., G2-F2=699.37lm., F2-E2=174.58lm., E2-D2=8.65lm., D2-C2=15.53lm., C2-B2=6.15lm., B2-A2=16.51lm., A2-Z1=14.52lm., Z1-Y1=19.66lm., Y1-X1=21.21lm., X1-W1=23.29lm., W1-V1=9.97lm., V1-U1=13.40lm., U1-T1=10.33lm., T1-S1=11.42lm., S1-R1=8.84lm., R1-Q1=7.02lm., Q1-P1=12.38lm., P1-O1=9.56lm., O1-N1=10.59lm., N1-M1=7.94lm., M1-L1=11.92lm., L1-K1=8.14lm., K1-J1=11.94lm., J1-I1=16.14lm., I1-H1=9.05lm., H1-G1=18.48lm., G1-F1=7.60lm., F1-E1=11.95lm., E1-D1=27.40lm., D1-C1=24.99lm., C1-B1=22.71lm., B1-A1=9.88lm.

✓ AREA

The area contained within the limits and perimeter measures totals 800,515.48 sqm.

✓ PERIMETER

The perimeter length is 3,812.40 linear meters.



III. TOTAL AREA OF THE CONCESSION:

LIMITS AND PERIMETER MEASURES

✓ TOTAL AREA DATA

❖ North:

It limits with Real Estate N° 1 (General San Martin Port Terminal) and the Pacific Ocean in an uneven line of 11 sections: A-B= 53.02lm., B-C=13.00lm., C-D=11.42lm., D-E=18.61lm., E-F=5.31lm., F-G=59.37lm., G-H=19.21lm., H-I=6.92lm., I-J=10.65lm., J-K=381.98lm. and K-L=722.18 lm.,

❖ East:

It limits with the Pacific Ocean in a straight line L-M=888.83 lm.

❖ South:

It limits with the Pacific Ocean and Real Estate N° 1 (General San Martin Port Terminal) in an uneven line of 2 sections: M-N=805.31lm. and N-O=352.97lm.

❖ West:

It limits with Real Estate N° 1 (General San Martin Port Terminal) in a straight line: O-A= 1,047.47lm.

✓ TOTAL AREA

The area contained within the limits and perimeter measures totals 1'220,467.21 sqm.

✓ TOTAL PERIMETER

The perimeter length is 4,396.24 linear meters.



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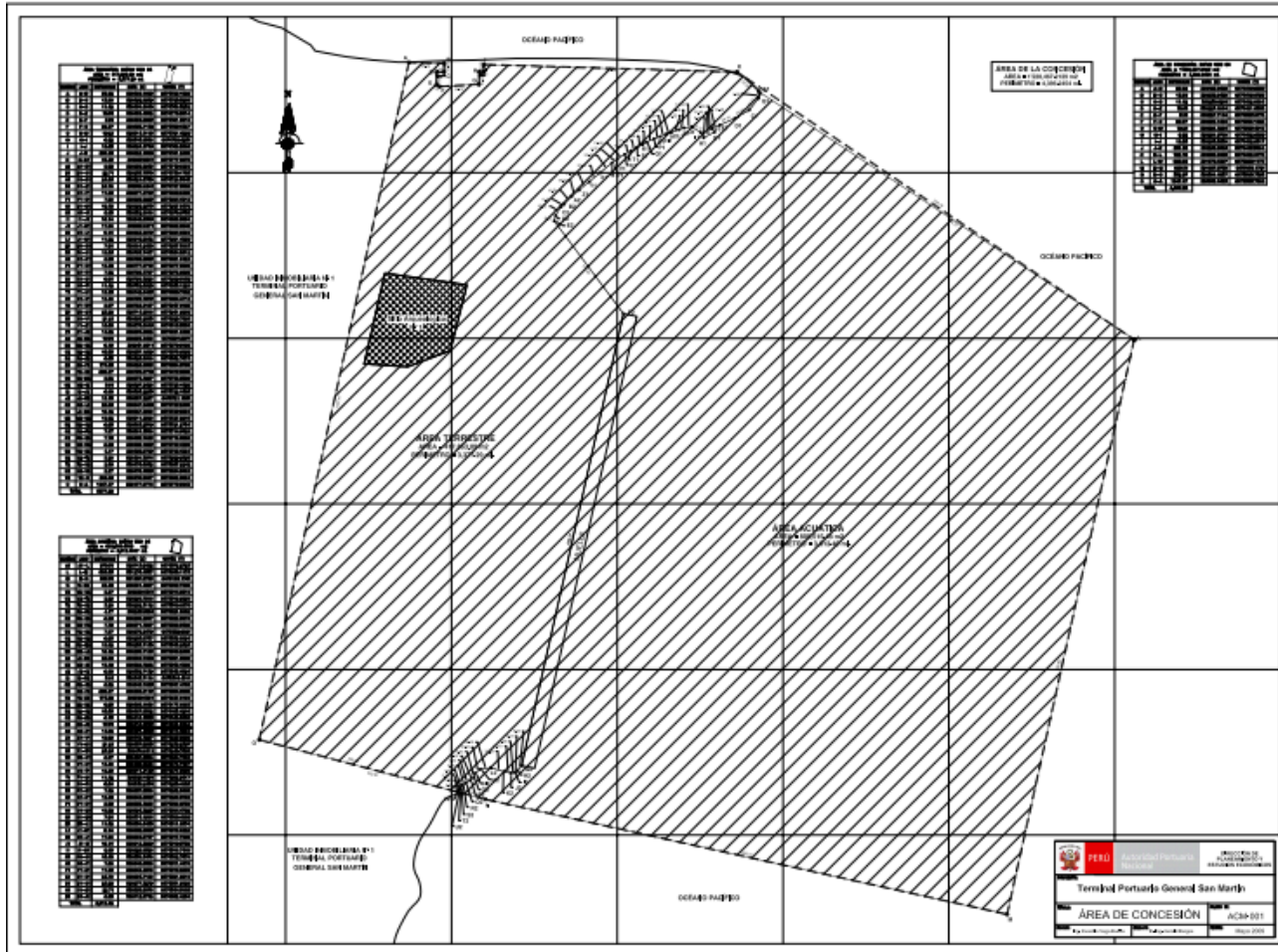
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MAP OF THE AREA OF THE CONCESSION





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ANNEX 13 (Tender Documents)

MAXIMUM FEES

The Short-Listed Bidder must consider the following maximum fees in order to submit its Economic Bid for the Standard Services:

MAXIMUM FEES	Unit	Dock
Based on the Vessel		
International	US\$/meter length-hour	
Based on International Cargo		
Rolling freight	US\$/Ton	
Break pack	US\$/Ton	
20 ft container with cargo (empty or filled)	US\$/box	
40 ft container with cargo (empty or filled)	US\$/box	
Solid Bulk	US\$/Ton	
Liquid Bulk	US\$/Ton	

The Fees established in the foregoing chart do not include Value Added Tax (IGV).

Fees corresponding to shipping, transshipment and transit should not exceed the maximum fees established for import and export services (international) to which this Annex refers to, with the updating as per clause 8.21 of the Concession Contract.

As to with smaller vessels, fees shall follow the same criteria established for shipping, transshipment and transit.

For containers of different size, the applicable fees shall be similar to those for 20 and 40 feet containers, accordingly.

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N°	CONTRACTOR	CONTRACT NUMBER	CONCEPT	VALIDITY
01	Consortio Terminales	014-2009	Area of land: 270 m ² located at the entry of the Parking Terminal	31/07/2009
02	Consortio Terminales	015-2009	Area of land: 9 m ² located in Zone N°07- Dept. Nitrogen Bottles	31/07/2009
03	Cosmos Ag. Marítima	018-2009	Area: 47.94 m ² : Located Zone N°05, to be used as Office and room.	30/09/2009
04	Cosmos Ag. Marítima	019-2009	Land 60.00 m ² in Zone N°5 - 02 Chutes and accessories	30/09/2009
05	Naviera Panoceánica S.A.C.	008-2009	Area: 70.00m ² -Zone N°7 - TPGSM (Chute deposit)	31/12/2009
06	Naviera Panoceánica S.A.C.	009-2009	Area: Office N°05 - Office - Building N° 06 - 37,95 m ² .	31/12/2009
07	Naviera Panoceánica S.A.C.	010-2009	Area: 80.00 m ² - Zone N°7 – Equipment warehouse	31/12/2009
08	Quimpac S.A.	011-2009	Area: 120.00 m ² - Building N°30 and 32 - Zone N°05 – Equipment warehouse	31/12/2009
09	Quimpac S.A.	012-2009	Area: 177.50 m ² – Conveyor belts and accessories warehouse – Back side of Generator House.	31/12/2009
10	Despachadora Pisco S.A.	001-2009	Area: Building N°06 - Office 22,95 m ²	31/12/2009



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11	Tramarsa S.A.	013-2009	Area: 40.00 m ² – Chute warehouse -Zone N°05	31/12/2009
12	Consortio Terminales	016-2009	Berth rental service for two (02) Tugboats at the General San Martín Port Terminal	31/07/2009
13	Consortio Terminales	017-2009	1.- Office N° 01 - 91 mt ² 2.- Building N° 04 and N° 06- Of. 1 y 2 - 40 mt ² , N°03 - 23 mt ² . 3.- Use of shared jetty	31/07/2009
14	ING. SEGUNDO MÁXIMO HERAS HERRERA	024-2009	Rent of property, residence located on Av. Paracas N°124 – made of cement.	31/12/2009
15	TECHINT S.A.C.	Additional Clause. N°02 for Contract N°040-2008	15,000 m ² . area - Area of Reserve - Km. 37 - Paracas – pipe storage site	16/04/2009
16	CBI PERUANA SAC	Additional clause. N°02 for Contract N°049-2008	2,000 mt ² . area next to Zone 08, to be used for formwork and pouring of concrete blocks.	31/04/2009
17	CBI PERUANA SAC	Additional clause N°02 for Contract N°050-2008	Land areas of 25 mt ² each, totaling 100 mt ² between Zone 05 and 06, which correspond to the area occupied by four concrete blocks, located between Zone 05 and Zone 06, in front of Dock 1 B, to reinforce Dock 1 B.	31/04/2009

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18	PELAGIC GROUP S.A.C.	070-2008	Land area of 200.00 m ² ., on Warehouse 03, to be used as warehouse for pallet racking with empty boxes for packing plastic rolls, material used in its fishing operation	24/08/2009
19	PELAGIC GROUP S.A.C.	072-2008	Land area of 750.00 m ² located next to the Security Center, across from Zone 04 of this Terminal, to be used as warehouse for its operations, empty boxes, plastic rolls and hoops.	22/09/2009
20	Tramarsa S.A.	086-2008	One office of approximately 20 m ² located on Building N°05 - Ex Guest House, to be used as office.	31/08/2009
21	Consortio Terminales	087-2008	Land area of 30 m ² located on Zone 77- near the jetty to place a container to store equipment, tools and material from Pluspetrol.	01/07/2009
22	Blue Pacific Oils S.A.	029-2009	Land area of 18,000 m ² (Reserve Zone) It includes use of 741 m ² land strip, pipe laying and transport of liquids.	14/03/2010
23	Cosmos Ag. Marítima	Additional Clause 2 Contract 016-	Land Area of 229.82 m ² . – Building 04 – Ex Customs	01/05/2009
24	Consortio Terminales	017-2007	Land Area of 57.80 m ² – Ex Customs building - Office Area 154.71 m ² - Ex loading warehouse for hazardous loads - Workshop.	01/07/2009



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25	Consorcio Terminales	018-2007	Land area of 272 mt ² – Master workshop	01/07/2009
26	Techint S.A.	Additional Clause. 02 Contract	Land area of 9,625 mt ² . – Zone 08 – Pipes storage site	30/04/2009
27	Techint S.A.	Additional Clause 02 Contract	Land area of 53.46 mt ² . – Zone 08: Watch office 15.90 mt ² – Personnel office 14.56 mt ² – Restrooms 23.00 mt ²	30/04/2009
28	Techint S.A.	Addenda Contract on 026-2008	15,000 m ² .area - Reserve area - Km. 37 - Paracas – Pipe storage site	03/05/2009
29	Codralux S.A.	Contract 020-2009	405 mt ² . area – Zone 04, to be used as materials and spares storage.	23/06/2009
30	Sra. Margarita Tenorio Bellido	003-2009	104.42 mt ² . area located on Building 25, Operations area to be used as cafeteria 01.	31/12/2009
31	Sra. Margarita Changa Valenzuela	002-2009	104.42 mt ² . Area located in Building 25, Operations area to be used as cafeteria 02.	31/12/2009
32	Sra. Otilia G. Vásquez Moreyra	028-2009	177.39 mt ² . Area located in Building 16, across from the Scales office, to be used as Cafeteria 01.	01/03/2010

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N°	CONTRACTOR	AGREEMENT	CONCEPT	VALIDITY
01	Quimpac S.A.	001-2009	For extension of free storage term for export of salt in bulk: 30,000 with a -10% margin	01/03/2009

LIST OF CONTRACTS FOR ACCESS IN FORCE ON APRIL 2009

N°	COMPANY	PORT	TYPE	VALIDITY
01	TRAMARSA	GENERAL SAN MARTIN PORT TERMINAL	CONTRACT	15.12.2008 TO 14.12.2009

LIST OF MANDATES IN FORCE ON APRIL 2009

N°	COMPANY	PORT	TYPE	VALIDITY
01	TRAMARSA	GSM PORT TERMINAL	MANDATE	07.03.2007 TO 07.03.2010
02	PETROLERA TRANSOCEÁNICA	GSM PORT TERMINAL	MANDATE	07.03.2007 TO 07.03.2010

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LEGAL ENTITY NAME	TYPE OF COMPANY (1)	RUC	PURPOSE OF CONTRACT (2)	WORK TO PERFORM	VALIDITY OF CONTRACT	
					START DATE	END DATE
CORPORACION GUTIERREZ A.S.R.L.	i	20272778371	iii	Cleaning	30/01/08	30/01/09
SEGSA LIDER SECURITY S.A.C.	i	20352445062	iii	Vigilance	09/02/08	09/02/09
CONSORCIO ORDOÑEZ ABOGADOS	i	10215273941	iii	Legal Ass.	12/06/08	12/06/09
ALBER Y MILLEN E.I.R.LTDA.	i	20367883643	iii	TRANS	01/01/08	31/12/08
DATACENTER S.R.L.	i	20452595797	iii	Computer Equip. Maint.	25/01/08	31/12/08

SUPPLY CONTRACTS JANUARY 2009

LEGAL ENTITY NAME	CONTRACTS	RUC	PURPOSE OF CONTRACT (2)	VALIDITY OF CONTRACT	
				START DATE	END DATE
CONSORC .PETROLEO PERU S.A.	073-2008	20100128218	SUPPLY	31/07/08	31/07/09
DIMERSA INDUSTRIAL S.A.C.	099-2008	20498965653	SUPPLY	14/11/08	14/11/09
STARÑOME COMPUTER S.A.C.	102-2008	2051859515	SUPPLY	19/11/08	19/11/09



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ANNEX 4 (Concession Contract)

WORKS AND EQUIPMENT TECHNICAL PARAMETERS OF OBLIGATORY COMPLIANCE

I. MULTIPURPOSE DOCK

1. Vessel service capacity:

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

The Multipurpose Dock occupation rate shall not exceed per cent (...%) of the relation between total berth annual occupation and 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 Bid.

The Multipurpose Dock occupation rate shall be calculated as of Until the date in which the maximum capacity limit offered in its Technical Bid is implemented.

2. Multipurpose Dock Infrastructure:

The Multipurpose Dock is comprised of rehabilitation and modernization of existing docks 3 and 4. Its size must be 350m x **36m, with capacity to hold gantry cranes**. Its minimum headway shall be 14.0 m. referred to the mean low water spring time level (MLWS), **to service Panamax and Postpanamax vessels**.

The foundation of the Multipurpose Dock shall be built with steel piles protected with a cathodic protection system.

3. Storage yard.

The foundations of the storage yard for bulk materials and other cargo shall be reinforced with gravel piles and the paving shall be asphalt. As a minimum **1 Ha** paved with sets shall be destined for container storage.

According the plant design defined for this area by the CONCESSIONAIRE the underlying material shall be replaced by high bearing capacity which may allow the handling and traffic of containers.

The CONCESSIONAIRE must consider in the plant layout, an area big enough to be used as an outport that shall guarantee, in accordance with port logistics provisions in that area, the entry and exit of container bearing trucks in organized traffic flow, even in the event of heavy service concentration. The concessionaire shall bear the responsibility that may arise, among others, with municipal authorities.



4. Port Equipment:

All equipment shall be new. As demand increases, and to be able to comply with the service and productivity levels, the CONCESSIONAIRE shall add more port equipment to increase the Multipurpose Dock capacity. The transfer and yard equipment shall maintain in capacity and yield, the speed required to optimize the logistics chain time. In the Technical File, the CONCESSIONAIRE shall itemize the characteristics of the equipment it undertakes to purchase.

5. Dredging:

The minimum requirements for the dredging works shall be 14 sea depth meters at the Multipurpose Dock (bulk material and other cargo), area of maneuvers and entry channel.

II. CONTAINER DOCK

1. Vessel Service Capacity:

The rehabilitation and modernization of the Container Dock shall be designed to provide service 24 hours a day.

The dock occupation rate shall not exceed per cent (...%) of the relation between total berth annual occupation time and the total annual availability time.

The container dock occupation rate shall be calculated since the date in which the CONCESSIONAIRE starts operating the container dock, until the date in which the maximum capacity limit offered in its Technical Bid is implemented.

2. Infrastructure:

The Container Dock is comprised of rehabilitation and modernization of existing docks 3 and 4. Its size must be 350m x **36m**, with capacity to *handle gantry cranes*. Its minimum headway shall be 14.0 m. referred to the mean low water spring time level (MLWS), *to service Panamax and Postpanamax vessels and able to withstand gantry cranes*. The Container Dock rehabilitation shall be performed, alternatively, with reinforced concrete, steel concrete boxes or concrete blocks structural elements.

3. Container Yard:

The foundations of the container yard shall be reinforced with gravel pilings and the floor shall be paved with setts that can withstand loads of up to 4 tons per square meter.

4. Port Equipment:

All equipment must be new. Container Dock port equipment shall consist of transportation systems and storage of containers and cargo. The CONCESSIONAIRE shall itemize the characteristics of the equipment it undertakes to install or purchase.



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III. ELECTRICAL FACILITIES

GSM PT to be connected with the Mantaro Power System.

IV. SUPPORT FACILITIES

Rehabilitation and modernization of electrical, sanitary and fire prevention facilities, as well as facilities for Customs and SUNAT.



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ANNEX 5 (Concession Contract)

TARIFF REGIME

The CONCESSIONAIRE must consider the following maximum fees for standard services:

MAXIMUM FEES	Unit	Dock
Vessel		
International	US\$/ship length-hour	
Load		
International		
Rolling Cargo	US\$/Ton	
Break Cargo	US\$/Ton	
20 feet container with cargo (empty or full)	US\$/box	
40 feet container with cargo (empty or full)	US\$/box	
Solid bulk	US\$/Ton	
Liquid bulk	US\$/Ton	

The Maximum Fees established in the foregoing chart corresponding to correspond to those offered by the Concessionaire in its Economic Bid.

The Fees established in the foregoing chart do not include Value Added Tax (IGV).

Fees corresponding to shipping, transshipment and transit shall not exceed the maximum fees established for import and export services (international) to which this Annex refers to, pursuant to updating in clause 8.21 of the Concession Contract.

As to with smaller vessels, fees shall follow the same criteria established for shipping, transshipment and transit.

For containers of different size, the applicable fees shall be similar to those for 20 and 40 feet containers, accordingly.

COMMERCIAL POLICIES

The CONCESSIONAIRE may establish discounts, special offers, bonuses or any other commercial deal in accordance with the non discrimination, neutrality and crossed subsidies prohibition policies, as per established in this present Contract.



ANNEX 9 (The Concession Contract)

Appendix 1: MINIMUM WORKS

I. INITIAL MINIMUM WORKS

The Initial Minimum Works to be undertaken by the CONCESSIONAIRE within a maximum period of twelve (12) months calculated as of commencement of works, except for the dock gantry crane installation are the following:

2 THE MULTIPURPOSE DOCK

2.2 Infrastructure of the Multipurpose Dock:

It comprises the rehabilitation and modernization of docks 3 and 4. The size of the dock must be 350m x 36m and must be able to hold Gantry cranes.

2.3 Storage Area.

The storage area for bulk material and other cargo will have an area of 4 Ha, of which at least 1 Ha shall be used for temporary storage of containers. The storage area shall be paved with asphalt and the container storage area shall be paved with setts.

Construction of support infrastructure for the storage area: rock-fill of south slope, south section watch tower; and rehabilitation of warehouse 2.

2.4 Dredging:

The minimum requirements for the dredging works shall be 14 sea depth meters at the Multipurpose Dock (bulk material and other cargo), area of maneuvers and entry channel.

2.5 Support Facilities

Rehabilitation and modernization of electrical installations, sanitary facilities, fire prevention systems of the area of the Multipurpose Dock. Remodeling of the Customs /SUNAT facilities.

3 PORT EQUIPMENT:

The Port must have at least the following Port equipment; all equipment must be new:

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Concept	Minimum required
<i>Dock gantry crane</i>	1
Mobile crane on wheels	1
Yard equipment:	
Reach stacker	1
Side Pick	1
Container chasis	3
Yard Tractor	1
Mobile equipment for clean bulk	1
<i>Equipment for General Cargo:</i>	
<i>5,000 lbs tractor</i>	1
<i>Forklift</i>	1
<i>18 ton crane</i>	1
<i>Trucks</i>	2

As demand increases more equipment shall be added to increase the Multipurpose Dock capacity in order to meet with service and productivity levels. Yard and transfer equipment shall be able to sustain the necessary pace in capacity and performance to optimize the times of the logistics chain. The Concessionaire shall itemize the characteristics of the port equipment he obliges to purchase in the Technical File.

The dock gantry crane shall be temporarily installed twenty-four (24) months as of commencement of Works at the most until Container Dock is rehabilitated comprehensively.

4 CONTAINER DOCK

In order to maintain operations of GSM PT, The CONCESSIONAIRE shall undertake temporary minimum repair work of existing docks 1 and 2, which will consist of at least:

- Restoration of tie rod system, replacing those which may have sustained be damaged
- Place piles inclined towards the longitudinal direction of the dock; as established in the Reference Project Reformulation for General San Martin Port Terminal [GSM PT] private investment
- Repair of damage in joints between piles and dock surface.

5 ELECTRIC SYSTEM

GSM PT to be connected with the Mantaro Power System.

II. MINIMUM WORKS BASED ON DEMAND

2.3 When the GSM PT reaches an average demand of 3'000,000 ton per year.

The following works shall be finished in a period not exceeding eighteen (18) months after reaching a demand of **3´000,000 tons per year**:

DOCK SPECIALIZED IN BULK

The Multipurpose Dock shall specialize in servicing bulk traffic. The following works must be undertaken:

- *Expansion of storage area for bulk cargo and other loads up to an area of 5.25 Ha.*
- *Construction of a silo*
- *Purchase of an automatic system for clean bulk*

2.4 When the GSM PT reaches an annual average demand of 100,000 TEUs

The CONCESSIONAIRE must carry out the following minimum works based on demand, provided said demand is reached within the first twenty (20) years of the Concession: said works shall be finished in a period not exceeding eighteen months (18) months after reaching an annual demand of de 100,000 TEUs:

CONTAINER DOCK

2.2.3 Container Dock Infrastructure:

It comprises the comprehensive rehabilitation and modernization of existing docks 1 and 2. The Container Dock shall have a length of 350 meters and a width of 36 meters, and with capacity to hold gantry cranes.

The initial area of the container yard shall be 4.0 Ha.

Construction of support infrastructure of container yard: rockfill of North Slope and north section watchtower.

Rehabilitation and modernization of electrical, sanitary facilities and fire prevention systems in the Container Dock area.

The minimum requirements for the dredging Works shall be 14 sea depth meters at the Container Dock area, maneuver zone and entry channel.

2.2.4 Port Equipment:

The dock gantry crane and the yard equipment located at the Multipurpose Dock shall be moved to the Container Dock. Additionally, two (2) RTG cranes and three (3) Container Chassis shall be purchased.

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ANNEX 9 (The Concession Contract)

Appendix 2: ADDITIONAL INVESTMENT

The Additional Investment comprises the execution of the following Additional Investment works:

- ***Expansion of the container area, which shall be executed in two phases, the first one up to 7.4 ha and the second one until covering 12 ha.***
- ***Construction of Ro – Ro mooring dock, with a length of 60 meters and a width of 30 meters. This extension of the Container mooring dock (north section) is to service vehicle loading traffic through the Ro-Ro system.***
- ***One (01) dock gantry crane.***
- ***Yard Equipment :***
 - ***Two (2) RTG Cranes***
 - ***One (1) Reach – Stacker***
 - ***One (1) Side Pick***
 - ***One (1) Yard Tractor***
 - ***Six (6) Container Chassis.***
- ***Replacement Equipment:***
 - ***One (1) Reach – Stacker***
 - ***One (1) Side Pick***
 - ***One (1) Yard Tractor***
 - ***Six (6) Container Chassis***
 - ***Bulk Cargo Mobile Equipment***
 - ***One (1) 5,000 lbs Tractor***
 - ***One (1) Forklift***
 - ***One (1) 18 Ton crane***
 - ***Two (2) Trucks***
- ***Among others***