

## **DIRECTIVE FOR THE PURCHASE OF NITROGEN FERTILIZER UREA IN THE INTERNATIONAL MARKET UNDER EMERGENCY DECREE 013-2022**

### **I. OBJECTIVE**

To establish a procedure to purchase nitrogen fertilizer urea in the international market, under Subsection 2.1. Section 2 of Emergency Decree 013-2022, in order to ensure its delivery at national level, to farmer organizations and individual farmers during the beginning of the 2022-2023 growing season.

### **II. PURPOSE**

Facilitate and guarantee the purchase of nitrogen fertilizer urea to be given to national farmer organizations in order to offset the negative impact of its shortage and high prices in the 2022-2023 growing season, so as to continue the recovery of the national economy, while promoting the rational use of budget resources allocated for this purpose.

### **III. SCOPE**

This procedure is compulsory for the organic units of the Rural Agrarian Productive Development Program - AGRO RURAL (hereinafter AGRO RURAL), participants, and suppliers involved in this international procurement.

### **IV. LEGAL BASIS**

- 4.1. National Budget Law.
- 4.2. Law 31360, declaring that the national food emergency and the continuity of the 2021-2022 growing season within the context of the COVID-19 pandemic are a national interest and public necessity.
- 4.3. Supreme Decree 003-2022-MIDAGRI declaring that the national Agricultural and Irrigation Sector is under emergency for a period of one hundred and twenty (120) calendar days, because of the impacts of COVID-19 and the rise in the international prices of agricultural inputs, further exacerbated by international conflicts. All of these have negatively impacted Peruvian agriculture, the national economy and food security.
- 4.4. Emergency Decree 013-2022 ordering extraordinary measures to facilitate and guarantee the supply of nitrogen fertilizer urea for the upcoming 2022-2023 growing season as a result of the global shortage of this input due to the current international conflicts.

### **V. GENERAL PROVISIONS**

- 5.1 International procurement of goods and/or services under this Directorate is subject to the rules, uses and customs of international trade, as well as the international treaties ratified by Peru.
- 5.2 Likewise, in the event of a loophole, doubt or ambiguity concerning the implementation of any of the stages of the procurement process, the principles governing government procurement shall be used in order to resolve them, giving priority to achieve the objective outlined above over any non-essential formalities. These principles are the following:
  - a) Freedom of Competition. Government entities promote free access and participation of suppliers in the procurement processes they organize, avoiding costly and unnecessary requirements and formalities. No practices limiting or affecting free competition of suppliers are allowed.

b) Equal Treatment. All suppliers shall be given an equal opportunity to bid for contracts. All privileges or advantages are prohibited; consequently, evident or hidden discriminatory treatment is prohibited. Under this principle similar situations shall not be treated differently, and different situations should not be treated in the same manner, provided that such treatment is objective and reasonably justified, favoring the development of effective competition.

c) Transparency. Government entities provide clear and consistent information so that all procurement stages are understood by suppliers, ensuring freedom of competition, making sure that procurement is carried out under conditions of equal treatment, objectivity and impartiality. This principle respects the exceptions established by law.

d) Publicity. Procurement process shall be subject to publicity and dissemination in order to promote free competition and effective competition, enabling supervision and control of government procurement.

e) Competition. Procurement processes include provisions establishing conditions to promote effective competition and obtain the most advantageous proposal to satisfy the public interest the contract seeks to address. No practices limiting or affecting free competition of suppliers are allowed.

f) Effectiveness and Efficiency. Procurement processes and decisions shall aim to fulfill the purposes, goals and objectives of the Government Entity; such targets shall prevail over any non-essential formalities. Procurement process shall ensure effective and timely satisfaction of public purposes so that they have a positive impact on the living conditions of people, as well as on public interests, under quality conditions and with the best use of public resources.

g) Technological Validity. The goods, services and works shall meet modern quality and technological conditions necessary to effectively fulfill the public purpose for which they are required, for a determined and foreseeable period of time, with the possibility of adapting, integrating and upgrading if necessary, with scientific and technological advances.

h) Environmental and Social Sustainability. Criteria and practices that contribute to environmental and social protection and human development are considered in the design and development of government procurement.

(i) Equality. The benefits and rights of the parties shall have a reasonable relationship of equivalence and proportionality, notwithstanding the Government's authority to manage general interest.

j) Integrity. Participants shall behave in any and all stage of the Procurement process under principles of honesty and truthfulness, avoiding any improper practice. In the event of any such improper practice, Participant shall report the incident to the competent authorities in a direct and timely manner.

5.3 Payments owed to the winning supplier shall be made after the service is performed, unless, given international trade conditions require any advance

payment, which shall be agreed upon between AGRO RURAL and the winning supplier on a case-by-case basis.

- 5.4 Any and all communications sent in connection with this Directorate may be sent via e-mail or any other digital tools implemented by AGRORURAL through the Administration Unit.
- 5.5 The provisions of this Directorate shall be applied in an agile, flexible and dynamic manner, in order to guarantee the achievement of the objective established in Emergency Decree 013-2022.

## **VI. SPECIFIC DETAIL OF THE DIRECTORATE**

This Directorate sets out the guidelines for the procurement procedure, which begins with the presentation of the technical specifications and ends by paying any obligations to the Contractor, and includes the following Stages:

### **PROCUREMENT STAGES:**

- Preparatory Stage: This stage begins with the receipt of the technical specifications (technical specifications or terms of reference) by the requesting user, gathering information from suppliers to be invited, for which the database of potential suppliers compiled by the Ministry of Foreign Affairs, through the diplomatic service around the world shall be used, complemented with other sources such as sales intentions sent through Government entities attached to the Executive Branch and directly by interested companies, as well as information that can be obtained from websites of international Urea producers, and sending invitations through the mechanism determined by the Government Entity.
- Contract Stage: After the invitations are issued, the following planned stages are implemented, and this stage ends with the formalization of the Agreement with the winning supplier(s).
- Contract Execution Stage: This stage begins on the business day following the formalization of the Agreement (communication of the purchase or service order) and ends with the acceptance and payment to the supplier(s).

#### **6.1 Preparatory Stage**

The requesting user is responsible for submitting the technical specifications that include the technical characteristics, terms of reference or technical specifications and all those conditions that are necessary for the adequate and timely satisfaction of needs, specifying all the minimum requirements for its implementation. The requesting user shall send the technical specifications to AGRO RURAL's Administration Unit.

The Procurement Sub-Unit is responsible for consolidating references of international suppliers to be invited, taking into account the information of suppliers submitted by the Ministry of Foreign Affairs, documents received from official sources, and other digital sources, for the list of invitations to potential suppliers. The Procurement Sub-Unit is in charge of issuing the invitations with

the technical specifications and this Directorate, through the electronic media or digital tool provided by the Administration Unit, in the original language and translated into English. Likewise, it shall announce the start of the procurement procedure through the institutional portal of the Government Entity and the Portal of the Peruvian State.

Invitation shall be sent on the same date to be determined by the Sub-Supply Unit to all potential suppliers. The invitation shall include the timetable of stages.

The technical specifications may be amended during the Contract Stage, as a result of consultations received from suppliers and the need for adjustments is determined by expressly by the requesting user or the Ministry of Agricultural Development and Irrigation - MIDAGRI, which shall result in updating and disseminating to all participants.

## 6.2 Contract Stage

### 6.2.1 Process Timetable

The companies that have been invited to participate in this procedure shall be considered "participants".

Likewise, international companies that have not been invited and are interested in participating may request their inclusion as participants by writing to the following e-mail address: [compras@agrorural.gob.pe](mailto:compras@agrorural.gob.pe), before the Tender Submission Stage; this shall not imply any changes to the process timetable.

The deadlines established in the process timetable, ranging from the invitation to the awarding of contract, shall be computed in calendar days (including Saturdays, Sundays, and holidays). The stages are:

**Table No. 01 Tender Timetable**

Stage	Time Periods (Calendar days)	Subject to Postponement
Invitations	1	NO
Formulation of queries	3	NO
Response to Queries	1	YES
Technical Specification Update	1	YES
Tender Submission	2	NO
Tender Assessment	2	YES
Updating of Tenders	2	YES
Validation by Requesting User	1	YES
Negotiation of Improvements	2	NO
Awarding the Contract	1	YES
Total	16	

The time zone to be considered in the calculation of the timeline deadlines is GMT-5 or UTC-5 (Peruvian time).

The Supply Sub-Unit may change the dates of any of the stages that may be subject to postponements, as indicated in Table No. 01. All participants shall be informed of any change to the timetable.

### **6.2.2 Queries**

All participants may submit questions to clarify any doubts regarding the contents of the Directorate or the technical specifications, whether of an administrative or technical nature, during the dates and times set forth in the timetable. Queries submitted after the deadline shall not be considered.

The Supply Sub-Unit shall channel the technical queries to the requesting user for an answer, and responds administrative queries, if any, by formulating and consolidating all answers into a single document of Answers to Queries. All participants shall receive such answers within the timeframe established in the timetable.

### **6.2.3 Updates**

If, as a result of the consultation process, it is necessary to adjust the technical specifications, the requesting user shall submit to the Supply Sub-Unit a new version of the technical specifications. These updated technical specifications shall be sent to all participants, so that they may take them into account in preparing their tenders. If no adjustments are required, all participants shall be informed that the first version of the technical specifications stands.

### **6.2.4 Submission Tenders**

All participants shall submit their tenders on the date and at the time set out in the timetable, only through the digital tool provided by the Government Entity. A username and password shall be assigned prior to the date of submission. Tenders may not be submitted by any other means or after the established timetable and dates.

#### Tenders minimum content:

- 1) All documents evidencing compliance with the bidder's requirements set out in the Technical Specifications.
- 2) Conditions of Sale.
- 3) Economic Proposal (detailed cost structure, up to two decimal places)
- 4) Affidavit of Integrity.
- 5) Affidavit of Compliance with the technical specifications.
- 6) Promise of consortium, if applicable, specifying the obligations of each of the members of the consortium, as well as the percentage of such obligations. In the event of consortium, each of the consortium members shall comply with the Bidder's Requirements set out in the technical specifications. The members of a consortium may not submit individual tenders or form more than one consortium to participate in this bid.

Participants submitting tenders become "bidders". All bidders shall write their tenders in Spanish or English.

Tender documents shall be numbered consecutively and signed by the bidder's representative. In case of consortium, documents shall be signed by the joint representative of the consortium.

In case participants have technical data sheets, financial statements, contracts, invoices or other documents in other languages, such documents shall be translated into Spanish or English. A free translation shall suffice. Only ISO certificates may be submitted in their original language, as issued in the country of origin.

In the economic proposal, bidder may offer the total or partial amount of the tons required by AGRO RURAL, since this tender may be awarded to several bidders based on their sales capacity and based on the evaluation of the most advantageous conditions per ton, in accordance with the assessment and negotiation method developed in this Directorate.

Tenders shall be submitted, in a single file that shall consolidate all the information requested, in PDF format, through the tool established by the Government Entity, with a maximum of twenty-two (22) megabytes.

#### 6.2.5 Updating of Tenders

The Sub-Supply Unit may notice formal mistakes or errors in the documents submitted and which do not alter the essential content of the tender. In this case, the bidder shall be informed and asked to correct them within a specified period of time. If the timely correction is not made, the tender shall be considered as **not accepted**.

During the Updating of Tenders Stage, the amount placed in the economic proposal (detail of the cost structure) may not be changed. If the Sub-Supply Unit detects an arithmetic error, it shall make the corresponding adjustment. If there is a difference between the amount offered in numbers and in words, the amount mentioned in words shall prevail.

Tenders that do not contain observations regarding formal mistakes or errors and those that have already been corrected are considered **accepted** and shall be assessed.

#### 6.2.6 Tender Assessment

In assessing tenders, the Supply Sub-Unit shall send the accepted tenders to the requesting user for review, in order to verify that all the requirements of the technical specifications are fully complied with, such as:

**Table No. 2 Verification of Requirements**

Requirement	COMPLIANCE	Remarks
Technical Data	YES / NO	

ISO or similar	YES / NO	
Condition of Sale	YES / NO	

The requesting user sends the results of the verification to the Supply Sub-Unit. Tenders that meet all the requirements are considered **eligible for negotiation** and those that do not meet one or more requirements are considered **disqualified**. The Supply Sub-Unit shall communicate to each of the bidders the result of its evaluation and, in the case of disqualification, the respective reason for disqualification.

### 6.2.7 Negotiation

The Supply Sub-Unit shall conduct the negotiation stage with the eligible tenders, in order to obtain the most favorable conditions to satisfy the need sought to be addressed by this procedure. Bidders shall be asked to submit their improvements to the terms and price conditions, taking into account the following scope:

- **Term improvement:** Refers to the delivery term of the first lot of urea. The purpose would be for the first lot to arrive at the established destination sites faster than foreseen in the technical specifications, in order to contribute to the 2022-2023 growing season. In case the bidder offers this improvement, it shall indicate the number of calendar days within which it offers to deliver the goods at the destination site.
- **Price improvement:** Refers to the total unit price per ton of urea (product price and associated costs), which is indicated in its economic proposal (detailed cost structure). The purpose is to obtain a more advantageous price in the urea cost component. In case the bidder offers this improvement, it shall indicate the new unit price per ton of urea, and update the cost structure (all in two decimal places). Bidder may decrease the costs of other components of its total offer but may not increase costs.

Bidders may submit improvements in the two scenarios described above, only in one condition, or in none of them. In this latter situation, if the bidder does not respond within the established period of time, such behavior shall be construed as the bidder confirming the conditions set out in the initial tender submitted, and the respective score shall be calculated accordingly.

Bidders shall submit their improvements through the electronic means established for this procedure. All improvement – delivery terms or price or both – shall be submitted in the same document (for example, if only the delivery deadline is submitted, this shall be construed as no price improvement being offered).

Once the time to receive improvements has lapsed, the Supply Sub-Unit shall apply the scoring criteria to all tenders, both for those that submitted improvements and for those that did not alter their initial conditions.

## 6.2.7 Scoring and Awarding of Contract

The Supply Sub-Unit shall apply the scores to the bidders, considering the following scores:

**Table No. 3: Scoring Factors**

Factors	Maximum Score
Total Price per 1 Ton (*)	50
Delivery time of the first batch	50

100

(\*) **Total amount offered** divided by the number of tons offered by the bidder.

Scores shall be determined using the following formulae, considering a maximum score of 50 points for each factor:

**FACTOR A:** Total price per 1 ton:

$$PF = \frac{POM \times PMF}{PO}$$

Where:

- PF: Factor score
- PO: Bidder's proposed price per 1 ton
- PMF: Maximum factor score
- POM: lowest proposed price per 1 ton from all bidders

**FACTOR B:** Delivery time of the first batch:

$$PF = \frac{PLOM \times PMF}{PLO}$$

Where:

- PF: Factor score
- PLO: Bidder's proposed delivery deadline
- PMF: Maximum factor score
- PLOM: Fastest delivery deadline for the first lot

**TOTAL: FACTOR A + FACTOR B**

In the event that two or more tenders obtain the same score, the tied tenders shall be put in order using the highest score of the total price factor per one (1) ton of urea.

After calculating the scores, the Supply Sub-Unit prepares a report with the order of priority of each of the bidders. The results are sent to the Administration Unit with the winner or winners, for approval. Subsequently, the Supply Sub-Unit informs all bidders of the results of the award and asks winner or winners to submit certain documents for the formalization of the contract.

If the tender that ranks first in the order of priority offers the total amount of urea required by the Government Entity, it shall be the only one awarded the contract. However, if it offers a lower amount, the Supply Sub-Unit shall carry out a second round of award and invite all bidders -except the winning bidder- to express their interest in offering the remaining amount to submit only an updated economic proposal and delivery term for the first lot (in case it is not awarded in its entirety) and the scoring factors indicated in Table No. 3 shall be applied again to determine a second winner.

In case the quantity of the first lot has already been awarded in the first award round, bidders shall only submit an updated economic proposal and the factor "Total Price per 1 Ton" shall be applied with a maximum of 100 points and 100% weighting, and so on, for the total quantity of urea required by the Government Entity has been awarded.

#### **6.2.8 Cancellation or No Show**

At any stage of the procedure, it may be cancelled for reasons of force majeure or Act of God, when the need to contract disappears, or by express order of the Ministry of Agricultural Development and Irrigation.

In the event that there are no tenders admitted or eligible for negotiation, the procedure shall be declared void. In the event that the bidder awarded in the first round offers a partial amount of urea, and none of the other bidders express interest in offering the pending amount, the procedure shall be declared partially void.

### **6.3 Contract Execution Stage**

After the tender results are communicated to the winning supplier(s), the steps for the formalization of the contract begin; this is formalized through a Purchase Order.

To this effect, the winning supplier shall submit the following to the Administration Unit:

1. Document certifying that the legal representative of the winning supplier has sufficient authority to contract.
2. E-mail address of the contact person authorized by the supplier to receive orders and for all notices during the performance of the contract.
3. Interbank account code (CCI) for payment in Peruvian banks, or Swift code for payment in foreign banks, as applicable.
4. Performance bond, equivalent to 10% of the amount awarded, through a bank guarantee letter or surety policy issued by an Entity supervised by the Peruvian Banking Oversight Agency (SBS), or an international letter of credit or an equivalent financial instrument, in accordance with international trade customs and practices.
5. Anticorruption Affidavit.

The purchase order generated is sent to the e-mail authorized by the supplier. The notified order constitutes the contract that integrates the conditions offered by the winning supplier in its offer, the conditions established in the technical

specifications, as well as the set of contractual obligations to which the supplier is subject in accordance with the provisions of this Directorate.

When the bidder and/or awarded bidders fail to submit their documents for the completion of the contract, the bidders in second place in the order of priority shall be invited to sign a contract for the quantities of product that have not been supplied, for which purpose the corresponding negotiations for improvements may be carried out in accordance with the procedure described in subsection 6.2.7, in order to award the balance of the product.

If the second-place bidders are not interested, the next highest bidders in the order of priority may be contacted until the remaining amount is awarded.

The contracts entered into by AGRO RURAL, within the framework of the provisions of this Directorate, shall be published in its digital portal within ten (10) business days following the execution, in accordance with subsection 7.1 Section 7 of Emergency Decree 013-2022.

## **CONTRACT PERFORMANCE**

### **6.3.1 Start of performance period**

The commencement of the performance period shall be computed as from the business day following notification of the purchase order.

In case the supplier wishes to request an advance payment after the notification of the purchase order, supplier shall submit such request to AGRO RURAL, with the respective guarantee for the identical value to the amount of the requested advance payment. This request is evaluated according to market conditions and paid to the supplier after the administrative procedure for the payment. This procedure does not suspend the service performance term, which is deemed to have started on the next business day after receiving the purchase order.

The orders derived from this procedure are subject to compliance with the Anti-Corruption policies of AGRO RURAL, for which the contractor shall submit an Affidavit, indicating not to have, directly or indirectly, or in the case of a legal Entity through its partners, members of the administrative bodies, attorneys, legal representatives, officials, advisors or related persons, offered, negotiated or made any payment or, in general, any illegal benefit or incentive in relation to the contract. Likewise, the supplier undertakes to conduct itself at all times, during the performance of the contract, with honesty, probity, truthfulness and integrity and not to commit illegal acts or corruption, directly or indirectly or through its partners, shareholders, shareholders, members of the management bodies, attorneys-in-fact, legal representatives, officers, advisors and related persons; and undertakes to report to the competent authorities, directly and in a timely manner, any unlawful or corrupt act or conduct of which it becomes aware; and to adopt appropriate technical, organizational and/or personnel measures to prevent such acts or practices.

The development of the services is carried out under the exclusive supervision of the requesting user appointed by AGRO RURAL.

### 6.3.2 Customs Clearance

If applicable, for the reception and customs clearance of the product subject to this contract, the contracted supplier shall submit to the Supply Sub-Unit, prior to the arrival of the product in Peru, the commercial and customs documentation, in accordance with the requirements of the National Superintendence of Customs and Tax Administration - SUNAT.

### 6.3.3 Contract Amendments

The content of the technical specifications may not be amended unless the following conditions are met:

1. The amendment is necessary to comply with the purpose of the contract in a timely and efficient manner and/or that it constitutes an improvement to the good or service.
2. The technical data sheet of the good herein is not changed.

Such amendment shall be supported by the requesting user in charge of the supervision of the services, and the respective addendum shall be signed after a technical report from the Administration Unit and Legal Counsel.

In accordance with the foregoing, additional services and/or reductions to the contract may be authorized when it is essential to fulfil the purpose of the contract, provided that these are situations that could not have been foreseen at the time the technical specifications were prepared.

In the case of additional services, in relation to the price of the good, the most favorable conditions for the Government Entity shall always be sought.

### 6.3.4 Application of Penalties

In the event of unjustified delay in delivering the services herein by the supplier, AGRO RURAL shall automatically apply a penalty per day of delay, according to the following formula:

$$\text{Daily Penalty} = \frac{0.10 \times \text{Current amount}}{F \times \text{Current term in days}}$$

Where:

F = 0.25 for terms greater than sixty (60) days or.

F = 0.40 for terms less than or equal to sixty (60) days.

Both the amount and the term refer to the current contract or item that should have been performed, as appropriate, or, in the event that these involve periodic performance obligations, to the partial performance that was the subject of the delay.

The penalty for late performance may be applied to the contractor up to a maximum amount equivalent to ten percent (10%) of the contract amount or, as

applicable, of the item, section or stage. If the maximum penalty amount described above is exceeded, the Contract may be terminated.

This penalty is deducted from the partial payments to be made or from the final settlement of the Contract, as agreed.

In the technical specifications, the requesting user may establish penalties other than those mentioned in the preceding paragraph, provided that they are reasonable and consistent with the services to be provided by the supplier, which shall be applied during the contract performance.

### **6.3.5 Acceptance of Service**

Acceptance of the service shall be issued by the requesting user designated by AGRO RURAL, who shall verify the fulfillment of all the contractual conditions. This acceptance is sent to the Administration Unit of AGRO RURAL, which shall initiate the corresponding payment process.

If there are observations on the receipt of goods, the requesting user shall record them in a respective record, clearly indicating the sense of these and the deadline for correction. These observations shall be sent to the Administration Unit of AGRO RURAL, which notifies the supplier through the e-mail authorized for the respective lifting.

### **6.3.6 Termination**

After the purchase order is sent, the contract may be terminated on the following grounds:

1. If the contractor unjustifiably fails to comply with contractual obligations, generating delays in the delivery of goods.
2. When the maximum amount of the penalty for late payment or the maximum amount for other penalties has accrued in the performance of the services to be provided by the supplier.
3. The supplier stops or unjustifiably reduces the performance of the service, despite having been requested to correct such situation.
4. In the event of an act of God or force majeure that makes the continuation of the contract definitively impossible.
5. When the contractor does not remedy the observations detected by the requesting user in such a way as to make it impossible to grant acceptance upon receipt of the goods, in spite of the deadline given for remedying the observations granted.

The notice of termination is sent by AGRO RURAL by electronic means, in order to grant a peremptory term to revert the detected noncompliance, and once said term has expired without having overcome the situation, the contract may be terminated by e-mail with a notice to the contact authorized by the supplier, prior support prepared by AGRORURAL, and therefore, proceed with the execution of the guarantees of faithful compliance granted by the supplier.

### **6.3.7 Dispute resolution**

Disputes arising during the performance of the contract shall be resolved in the following manner:

- By making good faith efforts to resolve disputes: The CONTRACTOR and AGRO RURAL agree to abide by the contract in accordance with the rules of good faith and common intention, noting that there is no vice or error that could invalidate it. In the event of any discrepancy, controversy or claim thereon, they agree in the first instance to make their best efforts to achieve a harmonious, efficient and timely solution, through direct understanding according to the rules of good faith and common intention and taking into account the principles that inspire this contract, in accordance with the following actions:
  - Any dispute with respect to the contract shall be notified in writing by either party to the other. The notice shall clearly state the details of the dispute (Notice of Dispute).
  - Within a maximum period of five (5) calendar days from the delivery of the notice of dispute, officers of THE CONTRACTOR and AGRO RURAL shall meet in person or electronically to try to resolve the dispute directly, in accordance with the guidelines set forth in this section.

Both parties shall make their best efforts to reach agreement on any matter requiring collaboration or mutual consent in accordance with the provisions of this instrument, and to resolve amicably any dispute arising out of or in connection with the contract.

- Arbitration:
  - If the dispute has not been resolved within fifteen (15) calendar days from the delivery of the notice of dispute, either party may, within thirty (30) business days thereafter, request arbitration in accordance with the following paragraphs:
  - All disputes arising out of or in connection with the contract shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by an arbitrator appointed hereunder.
  - The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply.

## **VII. TAXES**

The taxes associated with the contract, which are generated by virtue of this Directorate, shall be paid in accordance with the provisions of the general sales tax and income tax legislation, considering the condition of domiciled or non-domiciled, and the bilateral treaties signed by Peru.

## **VIII. VALIDITY OF THE DIRECTORATE**

This Directorate shall be valid until December 31, 2022, in accordance with the provisions of Emergency Decree 013-2022 and may be extended in accordance with the provisions of the Central Government.

**IX. LIABILITY**

The heads of the organic units of AGRO RURAL are responsible for the fulfillment of the present Directorate, as well as for the coordination for its fulfillment in the aspects where information coming from the Ministry of Agrarian Development and Irrigation is involved.

For the application of this Directorate, the officers of AGRO RURAL are authorized to act at their discretion, within the scope of their competencies, in order to opt for the administrative decision, duly supported, which is considered most convenient in the specific case, in accordance with the provisions of the Fourth Final Complementary Provision of Law 29622, Law that amends Law 27785, Organic Law of the National Control System and the Comptroller General of the Republic and expands the powers in the process to sanction in matters of functional administrative responsibility.

AGRO RURAL's Administration Unit is in charge of the dissemination, implementation and conduction of the processes covered by this Directorate.

**AFFIDAVIT  
COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

I, ....., identified with (indicate type of document, alien's card or otherwise) number of ....., representative of the bidder ....., represent and warrant that I have examined the contents of the Technical Specifications of this procurement procedure, and I am aware of all the requirements of the Government Entity; hence, I shall be liable for fully complying with all the conditions described in the Technical Specifications. I agree to follow the rules established in the Directorate and agree to any verification action of any aspect or requirement, under my responsibility.

Date: .....

Sincerely

Signature: .....

**AFFIDAVIT  
COMMITMENT TO INTEGRITY**

I, ....., identified with (indicate type of document, alien's card or other) number of ....., representative of the bidder ..... represent and warrant that I have not, directly or indirectly, or in the case of a legal entity through its partners, members of the administrative bodies, attorneys-in-fact, legal representatives, officials, advisors or related persons referred to in Article 248-A of the Regulations of Law 30225 Law of State Contracting (Peru), offered, negotiated or made any payment or, in general, any illegal benefit or incentive in relation to the contract. Likewise, I agree to conduct itself at all times, during the performance of the contract, with honesty, probity, truthfulness and integrity and not to commit illegal acts or acts of corruption, directly or indirectly or through its partners, shareholders, shareholders, members of the administrative bodies, attorneys-in-fact, legal representatives, officials, advisors and related persons referred to in the aforementioned Article 248-A; and undertake to report to the competent authorities, directly and in a timely manner, any unlawful or corrupt act or conduct of which it becomes aware; and to adopt appropriate technical, organizational and/or personnel measures to prevent such acts or practices.

Date: .....

Sincerely

Signature: .....