

**GDCH-1483-2020
TENDER-032-2020
JUNE 30TH, 2020**

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

1. PRODUCT: BIODIESEL B100 (FATTY ACID METHYL ESTER)

BIODIESEL B100 (FATTY ACID METHYL ESTER) MUST COMPLY SPECIFICATIONS AS PER ITEM 8. PETROPERU'S INTENTION IS TO BUY ONLY BIODIESEL B100 (FATTY ACID METHYL ESTER). UNDER THIS TENDER IT IS NOT PERMITTED TO OFFER ANY BLEND OF BIODIESEL B100 (FATTY ACID METHYL ESTER) WITH ANY TYPE OF HYDROCARBON (GASOIL, DIESEL OIL, VGO, ETC).

IF BIDDER OFFERS ANY PRODUCT WHICH IS NOT BIODIESEL B100 (FATTY ACID METHYL ESTER) AS PER SPECIFICATIONS REQUIRED UNDER ITEM 8 ITS OFFER WILL BE VOID.

2. QUANTITY, DISPORTS AND DELIVERY DATES - DAP PURCHASE:

PETROPERU INTENDS **TO PURCHASE ONE OF THE FOLLOWING ALTERNATIVES (PETROPERU'S OPTION).** THESE CARGOES TO BE DELIVERED DAP (INCOTERMS 2010) + PERUVIAN PORTS – DURING **SEPTEMBER - OCTOBER 2020.**

ALTERNATIVE I:

CARGO	DELIVERY WINDOW	VOLUME	OPTION	DELIVERY PORTS (**)
1	SEPTEMBER 01 ST /25 TH , 2020 (*)	165KB -5%/+0%	A	MOLLENDO/CONCHAN/TALARA
			B	TALARA/CONCHAN/MOLLENDO

ALTERNATIVE II:

CARGO	DELIVERY WINDOW	VOLUME	OPTION	DELIVERY PORTS (**)
1	SEPTEMBER 01 ST /25 TH , 2020 (*)	95KB -5%/+0%	A	MOLLENDO/CONCHAN/TALARA
			B	TALARA/CONCHAN/MOLLENDO

IMPORTANT NOTES:

(*)THE CORRESPONDING 5-DAYS DELIVERY WINDOW WILL BE NARROWED TO A 5-DAY WINDOW BY JULY 07TH, 2020.

(**) PETROPERU S.A. WILL NOTIFY THE GEOGRAPHICAL ROTATION (1ST PORT) BY JULY 07TH, 2020.

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

3. PENALTIES:

IN CASES OF UNJUSTIFIED DELAYS OF THE VESSEL CARRYING THE CARGO, WHICH ARE THE RESULT OF CAUSES IMPUTABLE TO THE SELLER, AND NOT QUALIFIED AS FORCE MAJEURE, PETROPERU S.A WILL INVOICE THE SELLER FOR THE EQUIVALENT 0.2% OF THE AMOUNT OF THE CARGO IN AMERICAN DOLLARS FOR EACH DAY/FRACTION OF DAY OF DELAY UP TO 6% MAXIMUM.

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

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

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

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



4. COUNTRY OF ORIGIN:

BIDDER MUST DECLARE THE INTENDED ORIGIN AND LOAD PORT FOR THE CARGO OF BIODIESEL B100 (FATTY ACID METHYL ESTER) OFFERED. BIDDER MUST BE AWARE THAT SINCE FEBRUARY 01, 2006 CUSTOM TAXES FOR BIODIESEL B100 (FATTY ACID METHYL ESTER) WILL BE ZERO EXCEPT IF THE COUNTRY OF **ORIGIN IS USA OR ARGENTINA.**

I. IF BIODIESEL B100 IS FROM USA:

IN THE CASE OF USA, INDECOPI PUBLISHED THE RESOLUTION N°218-2016/CFD-INDECOPI THAT APPLIES DEFINITORY ANTIDUMPING RIGHTS OF 212 US\$/MT AND RESOLUTION N°012-2017/CFD-INDECOPI THAT APPLIES DEFINITORY COMPENSATORY RIGHTS OF 178 US\$/MT.

II. IF BIODIESEL B100 IS FROM ARGENTINA:

IN THE CASE OF ARGENTINA, INDECOPI PUBLISHED THE RESOLUTION N°0144-2018/CDB-INDECOPI THAT APPLIES COMPENSATORY SUBSIDIARY RIGHTS. THE COMPENSATORY RIGHTS MUST BE ACCORDING THE PRODUCER AND/OR EXPORTERS AS SHOWN BELOW:

Compensatory rights over the imports of Biodiesel (B100) originated from Argentinian Republic

Producers and/or Exporters	US\$ per ton
LDC Argentina S.A.	15.1
Molinos Rio de la Plata S.A. Renova S.A. Vicentín S.A.I.C.	16.8
Cargill S.A.C.I.	24.1
Aceitera Genral Deheza S.A. Bunge Argentina S.A. T6 Industrial S.A.	31.3
Other producers and/or Exporters	208.2

SOURCE: ST-CDB/INDECOPI

IN THE CASE OF ARGENTINA, INDECOPI PUBLISHED THE RESOLUTION N°0189-2016/CDB-INDECOPI THAT APPLIES DEFINITORY ANTIDUMPING RIGHTS. THE DEFINITORY ANTIDUMPING RIGHTS MUST BE ACCORDING THE PRODUCER AND/OR EXPORTERS AS SHOWN BELOW:

DEFINITORY ANTIDUMPING RIGHTS over the imports of Biodiesel (B100) originated from Argentinian Republic

Producers and/or Exporters	US\$ per ton
Oleadinosa Moreno Hermanos	122.0
Cargill S.A.C.I.	134.7
Bunge Argentina S.A	141.4
Noble Argentina S.A	152.7
Vicentín S.A.I.C	156.1
Aceitera General Deheza S.A	156.4
Molinos Rio de la Plata S.A	164.5
LDC Argentina S.A.	191.6
Other producers and/or Exporters	191.6

SOURCE: ST-CDB/INDECOPI

BIDDER MUST BE DECLARE, THE ARGENTINEAN LOADING PORT FOR THE CARGO AND THE BIDDER(S)'S SUPPLIER (PRODUCER AND/OR EXPORTER NAME) DUE TO PETROPERU WILL CONSIDER FOR THE EVALUATION **THE COMPENSATORY RIGHT AND DEFINITORY ANTIDUMPING RIGHTS ACCORDING THEIR PRODUCERS/EXPORTERS.**

IF BIDDER DECLARES ONE OR MORE PRODUCER/ EXPORTER, BIDDER MUST DECLARE THE VOLUMEN FOR EACH ONE, IF BIDDER DOESN'T DECLARE THE VOLUMEN, PETROPERU WILL CONSIDER THE HIGHEST COMPENSATORY (208.2 US\$/TON) AND THE HIGHEST DEFINITORY ANTIDUMPING RIGHTS (191.6 US\$/TON).

THE VOLUME DECLARED BY THE BIDDER FROM ONE OR MORE SPECIFIC ARGENTINEAN SUPPLIER (PRODUCER AND/OR EXPORTER) CANNOT BE CHANGED AT DELIVERY TIME.

IMPORTANT NOTES FOR BOTH ORIGINS:





- IF BIDDER DOES NOT DECLARE THE VOLUMEN FOR PRODUCER INTENDED ORIGIN AND LOAD PORT FOR THE CARGO OR INDICATES "OTHERS", PETROPERU WILL CONSIDER FOR EVALUATION PURPOSES **USA ORIGIN.**
- IF BIDDER DECLARES ON ITS OFFER A COUNTRY OF ORIGIN DIFFERENT FROM USA OR ARGENTINA AND IF PERUVIAN CUSTOM CLAIMS TO PETROPERU THE APLICATION OF ANTIDUMPING AND/OR COMPENSATORY RIGTHS DUE TO THE DOCUMENTATION GIVEN BY THE SELLER OF THE COUNTRY OF ORIGIN, PETROPERU WILL REQUIRE TO THE SELLER TO REIMBURSE ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU.
- ONCE DECLARED, THE PRODUCER / EXPORTER MAY NOT CHANGE THE VOLUMES WHEN DELIVERING THE PRODUCT.

5. PRICE AND PRICING PERIOD:

➤ **PRICE:**

BIDDER MUST CLEARLY INDICATE THE PRICE FOR EACH ALTERNATIVE (I AND II) AND OPTION ON ITS OFFER.

PLATTS BIOFUELS CAN FOR + CBOT SOYBEAN OIL (DATA CODE: CBAAD00) CONVERTED INTO US DOLLARS+ PLUS/MINUS A FIXED AMOUNT OF US DOLLARS PER BARREL

➤ **PRICING PERIOD:**

PRICING DATES WILL BE DETERMINED UPON THE AVERAGE OF THE FIRST OR SECOND HALF OF THE MONTH AS PUBLISHED BY PLATTS + CONVERTED INTO US DOLLARS. *PETROPERU WILL CONSIDER FOR PRICING THE AVERAGE OF THE FIRST HALF OF THE MONTH IF THE LAST DAY OF THE FIVE DAYS DELIVERY WINDOW FALLS DURING THE FIRST FIFTEEN DAYS OF THE MONTH, OTHERWISE WE WILL CONSIDER THE AVERAGE OF THE SECOND HALF OF THE MONTH.*

EXAMPLES:

- DELIVERY WINDOW: FEBRUARY 12TH – 16TH, 2020 – CONSIDER THE AVERAGE OF THE SECOND HALF OF FEBRUARY 2020.
- DELIVERY WINDOW: APRIL 27TH/ MAY 01ST, 2020 – CONSIDER THE AVERAGE OF THE FIRST HALF OF MAY 2020.

IMPORTANT NOTES:

- **THE FIXED AMOUNT (DIFFERENTIAL IN US\$/BBL) MUST BE INDICATED IN NUMBERS AND WORDS, IF THE BIDDER OFFERS TWO DIFFERENTS FIXED AMOUNTS (LETTER VS NUMBER), PETROPERU SA WILL CONSIDER THE LEAST FIXED AMOUNT (CONFIRMED BY SELLER). OTHERWISE THE OFFER WILL BE VOID.**
- **THE PRICE WILL NOT BE ADJUSTED FOR CHANGES IN THE COUNTRY OF ORIGIN.**
- **FOR THE CONVERSION FROM THE CBOT SOYBEAN OIL (¢/lb) TO (USD/BARRELS) WILL BE APPLY THE FOLLOWING FORMULA:**

CBOT SOYBEAN OIL (US\$/BI)	=	CBOT SOYBEAN OIL (¢/lb)*(2204.62/100)/7.14
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6. PAYMENT TERMS:

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

OPTION "A"

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

THE LETTER OF CREDIT MAY BE OPENED BY A BANK DESIGNATED BY PETROPERÚ AND CONFIRMED BY A FIRST CLASS BANK DESIGNATED BY THE OPENING BANK. IT MAY BE OPENED AND ALSO CONFIRMED BY A FIRST CLASS BANK DESIGNATED BY PETROPERÚ. IN ANY CASE, THE BENEFICIARY MAY HAVE THE OPTION, AT ITS COST, TO REQUEST PETROPERÚ THAT THE CONFIRMED LETTER OF CREDIT BE ADDITIONALLY ADVISED BY A PARTICULAR BANK.



PETROPERU S.A. WORKS WITH THE FOLLOWING BANKS:

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

OPTION "B"

IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT **30, 60, 90, 120, 150 AND 180 DAYS AFTER NOR DATE** OF THE CARGO OR ANY OTHER TERM, FREE OF INTERESTS, IN AN OPEN LINE CREDIT BASIS.

THE BIDDER MUST EXPLICITLY DECLARE THE OPTION OF PAYMENT EITHER BY LETTER OF CREDIT OR OPEN LINE.

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

IMPORTANT NOTES:

THE BIDDER COULD OFFER A DIFFERENTIAL FOR EACH PERIOD OF PAYMENT AT 30, 60, 90, 120, 150 AND 180 DAYS (FORMAT IN ITEM 13). IT IS NOT MANDATORY TO QUOTE ALL PAYMENT PERIODS. PETROPERU S.A. SHALL EVALUATE ALSO OTHER PAYMENT TERMS (MORE THAN 120 DAYS), FREE OF INTERESTS.

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

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

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



7. DOCUMENTATION REQUIREMENTS:

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

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

NOTE:

- THE FINAL COMMERCIAL INVOICE MUST BE SUBMITTED ONCE THE PRICE OF THE CARGO IS ESTABLISHED.

IMPORTANT NOTES:

- PRESENTATION OF PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING (ORIGIN) ARE ACCEPTABLE ONLY FOR DISCHARGE THE PRODUCT. THE SELLER'S COMMERCIAL INVOICE OR ELECTRONIC SIGNED INVOICE DULY ISSUED TO PETROPERU S.A., SHOWING FULL PRICE CALCULATION, NET BARRELS AND PAYMENT INSTRUCTIONS. A PROVISIONAL INVOICE MAY BE ISSUED IF THE PRICING PERIOD HAS NOT BEEN COMPLETED BY THE TIME BUYER NEEDS TO PRESENT VESSEL TO CUSTOMS.
- IF THE PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING ARE NOT PRESENTED IN DUE TIME, PETROPERU S.A. MAY ONLY AUTHORIZE THE DISCHARGE OF HYDROCARBONS UNDER RESPONSIBILITY OF THE SELLER, GUARANTEED BY A LETTER OF INDEMNITY (LOI) IN PETROPERU S.A. FORMAT. THE SELLER SHALL BE RESPONSIBLE FOR ALL INHERENT COSTS AND RISKS GENERATED BY THE CUSTOMS AUTHORITIES OR THIRD COMPANIES.

ALL DOCUMENTATION MUST CLEARLY EXPRESS THAT PRODUCT THAT IS BEING SUPPLIED TO PETROPERU IS BIODIESEL B100 (FATTY ACID METHYL ESTER). IT IS NOT PERMITTED TO USE ANY OTHER DENOMINATION DIFFERENT FROM BIODIESEL B100 (FATTY ACID METHYL ESTER).

PETROPERU WILL NOT BE RESPONSIBLE FOR ANY DEMURRAGE ORIGINATED BY THE UNFULFILLMENT OF THE DOCUMENTATION REQUIREMENTS.

SELLER MUST SEND BUYER THE ADDITIONAL DOCUMENTS LISTED BELOW:

- SWORN STATEMENT IN A FORMAT ACCEPTABLE TO PETROPERU INDICATING THE FOLLOWING:
 - COUNTRY OF ORIGIN OF BIODIESEL
 - PRODUCTION ORIGIN CERTIFICATE
 - COMPANY NAME
 - FACTORY ADDRESS
 - LOTE NUMBER
 - DATE OF PRODUCTION
 - SPECIFICATIONS
 - CERTIFICATION OF PRODUCTION BY INDEPENDENT SURVEYOR
- EXPORT LICENSE OF THE BIODIESEL ISSUED IN THE COUNTRY OF ORIGIN.
- IN THE EVENT THAT THE BIODIESEL HAS BEEN LOADED FROM A DIFFERENT COUNTRY TO THE COUNTRY OF ORIGIN, THE SELLER WILL PROVIDE THE TRANSPORT DOCUMENTS FROM THE COUNTRY OF ORIGIN TO THE COUNTRY OF LOADING.
- ANY OTHER(S) DOCUMENT(S) REQUESTED BY PETROPERU THAT COULD BE RELEVANT IN DETERMINING THE ORIGIN OF THE PRODUCT.

PETROPERU S.A. WILL NOT BE RESPONSIBLE FOR ANY FINE, OR ADDITIONAL COST INVOLVED BY SELLER'S UNFULFILLMENT OF DOCUMENTS DELIVER WITHIN TIME ESTABLISH ON PETROPERU'S TENDER TERMS.



8. QUALITY: BIODIESEL B100 (FATTY ACID METHYL ESTER)

COMPOSITE VESSEL TANK SAMPLE MUST COMPLY WITH ALL OF THE FOLLOWING SPECIFICATIONS:

TEST	SPECIFICATIONS (A)		METHOD	OTHERS
	MIN.	MAX.		
APPEARANCE	FREE OF UNDISSOLVED WATER AND SUSPENDED OR PRECIPITATED PARTICLES			VISUAL
VOLATILITY				
DENSITY @ 15°C	REPORT		D-4052	UNE EN ISO 12185
API GRAVITY 60°F	REPORT		D4052	UNE EN ISO 12185
DISTILLATION				
EQUIVALENT TEMP. 90% RECOVERED, °C (B)		360	D-1160	
FLASH POINT, °C	93		D-93	
ALCOHOL CONTROL (ONE OF THE FOLLOWING MUST BE COMPLIED WITH):				
1. METHANOL CONTENT % VOL		0.2		EN 14110
2. FLASH POINT, °C	130		D-93	
FLUENCY				
KINEMATIC VISCOSITY AT 40°C, CST	1.9	6.0	D-445	
CLOUD POINT, °C	REPORT		D-2500 D-5771, D-7689, D-5772, D-5773	UNE EN 23015
COLD SOAK FILTRATION	REPORT		D-7501	
COMBUSTION				
CETANE NUMBER	47		D-613 D-6890, D-7668	
COMPOSITION				
FATTY ACID METHYL ESTER(S) CONTENT (FAME), % M/M	96.5		-	EN-14103
CARBON RESIDUE, % M/M (C)		0.050	D-4530	IP-398
ACID NUMBER, MG KOH/G		0.50	D-664	IP-177
FREE GLYCERINE, % M/M		0.020	D-6584	EN-14105
TOTAL GLYCERINE, % M/M		0.240	D-6584	EN-14105
PHOSPHORUS CONTENT, % M/M		0.001	D-4951	
CALCIUM AND MAGNESIUM CONTENT, COMBINED, MG/KG		5		EN-14538
SODIUM AND POTASSIUM CONTENT, COMBINED, MG/KG		5		EN-14538
CORROSIVITY				
COPPER STRIP CORROSION, 3H, 50°C, N°		3	D-130	IP-154
TOTAL SULFUR, MG/KG		15	D-5453	IP-336
CONTAMINANTS				
WATER & SEDIMENTS, %VOL		0.05	D-2709	
WATER CONTENT, MG/KG		500	D-6304	UNE-EN ISO 12937
PARTICULATE CONTAMINANT, MG/KG		24	D-7321	UNE-EN 12662
SULFATED ASH CONTENT, % M/M		0.020	D-874	IP-163
MONOGLYCERIDE CONTENT, % M/M		0.70	D-6584	EN-14105
DIGLYCERIDE CONTENT, % M/M		0.20	D-6584	EN-14105
TRIGLYCERIDE CONTENT, % M/M		0.20	D-6584	EN-14105
SATURATED MONOGLYCERIDES (MGS), MG/KG		1591		NTP 3231.125-2019, Anexx E y F EN 14214 Anexx C.2
OXIDATION STABILITY				
OXIDATION STABILITY, HOURS	3			EN-15751, EN-14112

OBSERVATIONS:

- (A) IN ACCORDANCE WITH THE PERUVIAN TECHNICAL STANDARD NTP 321.125-2019, ASTM D-6751 Y UNE EN 14214.
- (B) EQUIVALENT TEMPERATURE TO ATMOSPHERIC DISTILLATION.
- (C) THE TEST MUST BE PERFORMED ON 100% OF THE SAMPLE.

9. MEASUREMENT / INSPECTION

THE SUPPLIER MUST SEND PETROPERU THE QUALITY OF THE PRODUCT FIVE (05) DAYS BEFORE THE DISCHARGE OF THE PRODUCT (ALL SPECIFICATIONS DETAIL IN ITEM N° 08), THE QUALITY WILL BE DETERMINED BY THE INDEPENDENT INSPECTOR OF RECORD, THIS COST IS ASSUME BY SELLER.

FOR THE DISCHARGE OF THE CARGOES, PETROPERU WILL BE VERIFIED THE MAIN SPECIFICATIONS AND WHAT PETROPERU CONSIDERS CONVENIENT ACCORDING TO THE COMPOSITE SAMPLE OF ALL COMPARTMENTS IN THE SHIP WHERE THE CARGO IS STORED



BEFORE STARTING DISCHARGE OPERATION AT FIRST PERUVIAN PORT.

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

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

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

10. PORT RESTRICTIONS:

PORT	DRAFT (m)	LOA (m)	MAXIMUM DISPLACEMENT	DWT
Conchan (Submarine Line)	13.41	228.55	-----	69,989
Mollendo	13.90	213.32	-----	60,000
Talara (Liquid cargo dock)	10.67	193.00	45,000 MT	-----

IMPORTANT NOTE: LIFTING EQUIPMENT

Derrick/ Crane description (Number and SWL): Cranes: 1 x 10 tons (minimum)

11. VESSEL NOMINATION AND DISCHARGE/LOADING PROCEDURES:

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

12. DEMURRAGE:

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

DEMURRAGE AND POST DEAL EXPENSE CLAIMS

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

Email
demurrage1@petroperu.com.pe

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

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

13. PRODUCT OFFERS: TO BE RECEIVED IN **PETROPERU'S TENDER WEBSITE AND/OR PETROPERU'S EMAIL: TENDERSPETROPERU@PETROPERU.COM.PE BETWEEN 10:00 (NOT EARLIER) AND 11:00 HRS. ON JULY 03RD, 2020** WITH VALIDITY UNTIL 18:00 HRS ON **JULY 07TH, 2019.** (LIMA TIME: UTC-05:00)

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





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

ALTERNATIVE I:

CARGO	DELIVERY	VOLUME	PAYMENT TERMS		30 DAYS		60 DAYS		90 DAYS		120 DAYS		150 DAYS		180 DAYS	
			OPTION	DELIVERY PORTS	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI
1°	SEPTEMBER 01 ST /25 TH , 2020	165KB -5%/+0%	A	MOLLENDO/ CONCHAN/ TALARA												
			B	TALARA/ CONCHAN/ MOLLENDO												

ALTERNATIVE II:

CARGO	DELIVERY	VOLUME	PAYMENT TERMS		30 DAYS		60 DAYS		90 DAYS		120 DAYS		150 DAYS		180 DAYS	
			OPTION	DELIVERY PORTS	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI	DIFFERENTI
1°	SEPTEMBER 01 ST /25 TH , 2020	95KB -5%/+0%	A	MOLLENDO/ CONCHAN/ TALARA												
			B	TALARA/ CONCHAN/ MOLLENDO												

14. **LAW AND JURISDICTION:** AS PER ITEM N°12 OF PETROPERU’S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).
15. **OTHER TERMS AND CONDITIONS:** AS PER PETROPERU’S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).
16. **IMPORTANT NOTES:**
 - A. ANY INFORMATION GIVEN BY WINNER AFTER AWARD THAT MODIFIES THE CONDITIONS OF THIS INVITATION AND/OR OUR AWARD WILL BE CONSIDERED A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION, PETROPERU RESERVES THE RIGHT TO CANCEL THE CONTRACT AND REQUIRE AN INDEMNITY FROM THE WINNER FOR ANY AND ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU AS A RESULT OF WINNER’S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU RESERVES THE RIGHT TO SUSPEND OR EXCLUDE THE WINNER FROM OUR TENDER LIST.
 - B. PETROPERU REQUIRES THAT THE WINNER OF THIS TENDER PERFORM ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY, OTHERWISE PETROPERU RESERVES THE RIGHT TO SUSPEND THE WINNER AND REQUIRE AN INDEMNITY FROM THE WINNER FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU AS A RESULT OF WINNER’S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS, INCLUDING SENDING THE DOCUMENTATIONS AS PER PERUVIAN AND ANDEAN PACT REGULATIONS, . IT IS NOT PERMITTED TO SUPPLY ANY BLEND OF BIODIESEL B100 (FATTY ACID METHYL ESTER) WITH ANY TYPE OF HYDROCARBON (GASOIL, DIESEL OIL, VGO, ETC).
 - C. IF THE WINNER FAILS TO COMPLY WITH THE THREE DAY LAYCAN, AS PER ITEM 2, PETROPERU RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU MAY APPLY ITEM 16A OF THIS INVITATION.
17. THE CONTRACT FOR THIS TENDER WILL BE INTEGRATED BY THIS INVITATION, YOUR OFFER AS AMMENDED BY PETROPERU’S AWARD, OUR AWARD, AND PETROPERU’S GENERAL TERMS AND CONDITIONS (REVISION OF 2017). IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT OR AGREEMENT.
18. PETROPERU RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARD THIS TENDER. FURTHERMORE, PETROPERU RESERVES THE RIGHT TO AWARD OR NOT AWARD THIS TENDER. PETROPERU RESERVES THE RIGHT TO AWARD NONE, ONE OR TWO CARGOES UNDER THIS TENDER.
19. DUE TO CONTRALORÍA DEL PERÚ REQUIREMENTS, IF YOUR COMPANY IS NOT ABLE TO PARTICIPATE IN THIS TENDER, PETROPERÚ KINDLY REQUEST TO RECEIVE A LETTER EXPLAINING THE REASON OF YOUR INABILITY.

YOUR OFFER WILL BE HIGHLY APPRECIATED.

BEST REGARDS,

INTERNATIONAL TRADING
PETROPERU S.A.

