



GDCH-JCEH-0007-2022
TENDER-005-2022
JANUARY 13TH, 2022

PETROPERU S.A. IS PLEASED TO INVITE YOUR COMPANY TO BID FOR OUR FOLLOWING **DAP PURCHASE**:

1. **PRODUCTS:**

ULTRA LOW SULFUR DIESEL (ULSD) AND DIESEL B5-S50 (95% ULTRA LOW SULFUR DIESEL – ULSD + 5% BIODIESEL B100 /FATTY ACID METHYL ESTER)

2. **QUANTITY, DISPORTS AND DELIVERY DATES:**

PETROPERU S.A. INTENDS TO PURCHASE THE FOLLOWING CARGO:

CARGO	PRODUCT	VOLUME	FLASH POINT, CD (Min)	VISCOSITY AT 40 CD, CST (Min)	PORTS (*)	DELIVERY WINDOW (**)
1	DIESEL B5 S-50	320 KB (+0%/-8%)	52	2.1	LIGHTERING OPERATION IN CALLAO BAY/ETEN/SALAVERRY OR CONCHAN/ETEN/SALAVERRY	FEBRUARY 24 TH / 28 TH , 2022

NOTES:

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

(**) PETROPERU S.A. WILL NOTIFY THE GEOGRAPHICAL ROTATION (1ST PORT AND/OR 2ND PORT) EIGHT (08) DAYS BEFORE THE FIRST DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW. IN CASE THE DISCHARGE BE IN TWO PORTS: IMMEDIATELY AFTER FINISHING THE DISCHARGE AT THE FIRST PORT, SHIP SHALL SAIL TO THE SECOND PORT.

- PETROPERU COULD ADVANCE OR DELAY THE DELIVERY WINDOWS AND CHANGE PORTS DESTINATION, BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.

VESSEL'S LIGHTERING:

LIGHTERING COSTS GENERATED OUT OF NECESSITY AND UPON REQUEST OF PETROPERU S.A. SHALL BE AT THE ACCOUNT AND RISK OF PETROPERU S.A. FOR PURPOSES OF THE LAYTIME, TIMES OF LIGHTERING OPERATIONS WILL BE CONSIDERED AS IF THEY HAD BEEN INCURRED AT A PORT OR TERMINAL. **(AS PER ITEM 6.7 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS).**

PETROPERU S.A. WILL HIRE THE SERVICE CONCERNING TO THE LIGHTERING ACTIVITIES.

THE POTENTIAL VESSELS THAT COULD BE ASSIGNED FOR THE LIGHTERING ARE: ALEJANDRO AND URUBAMBA.

IF THERE ARE ANY QUESTIONS REGARDING TO THE LIGHTERING OPERATION, PLEASE CONTACT THE COMPANIES IN CHARGE OF THE OPERATION, MENTIONED BELOW:

Contacts	Email	Management
Diego Florez	dflorez@navitranso.com	Vessel owners/Lightering company
Alonso Burgos	aburgos@transgas.com.pe	Lightering company

3. **PENALTIES:**

IN CASES OF UNJUSTIFIED DELAYS OF THE VESSEL CARRYING THE CARGO, WHICH ARE THE RESULT OF CAUSES IMPUTABLE TO THE SELLER, AND NOT QUALIFIED AS FORCE MAJEURE, PETROPERU S.A. WILL INVOICE THE SELLER FOR THE EQUIVALENT 0.2% OF THE AMOUNT OF THE CARGO IN AMERICAN DOLLARS PER DAY OR PRO RATA FOR ANY PART OF A OF DELAY UP TO 6% MAXIMUM. FOR PENALTY CALCULATION PURPOSES, THE TIME OF THE VESSEL ARRIVAL (NOR) WILL BE ROUNDED TO THE NEXT HOUR, **I.E: IF THE VESSEL ARRIVES AT 10:42 HRS IT WILL BE CONSIDERED AS 11:00 HRS.**

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



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

REGARDING THE SECOND PARAGRAPH FROM CLAUSE N° 04: DURING THE FIRST 05 DAYS OF THE LATE ARRIVAL, PETROPERU S.A. DOESN'T APPLY THE FOLLOWING CONDITION: "THE COMPENSATION CORRESPONDING IN FAVOR OF PETROPERU S.A. DUE TO DAMAGES, INCLUDING LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, LOSSES OR ANY OTHER TYPE OF DAMAGE, OPERATING COSTS OR ANY OTHER CONCEPT BECAUSE OF THE DELAY".

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

4. **COUNTRY OF ORIGIN:** BIDDER MUST DECLARE THE INTENDED ORIGIN AND LOAD PORT FOR THE CARGOES. BIDDER MUST BE AWARE THAT SINCE JANUARY 01, 2006 CUSTOM TAXES FOR PETROLEUM PRODUCTS WILL BE ZERO WITHOUT CONSIDERING COUNTRY OF ORIGIN.

5. **PRICE:**

DIESEL B5 S-50

PRICE	=	95%(ARGUS ULSD PL- ARGUS RVO)	+	5% (ARGUS HEATING OIL NYMEX FUTURES+1.5x ARGUS D4 RINS)	+	ARGUS FREIGHT DIVIDED BY 310 KB	+/-	FIXED AMOUNT OF USD DOLLARS PER BARREL
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ARGUS FREIGHT: ARGUS FREIGHT CLEAN USGC-PERU 38 KT (PA CODE: PA0017651) CONVERTED INTO US DOLLARS

ARGUS ULSD PL: ARGUS MEAN DIESEL 62 (ULSD) COLONIAL PIPELINE PROMPT CYCLE (PA CODE: PA0011936) CONVERTED INTO US DOLLARS PER BARREL

ARGUS RVO: ARGUS RENAWABLE VOLUME OBLIGATION (RVO) (PA CODE: PA0012358) CONVERTED INTO US DOLLARS PER BARREL

ARGUS HEATING OIL NYMEX FUTURES (DATA CODE: PA0002807) CONVERTED INTO US DOLLARS PER BARREL

ARGUS RIN BIOMASS-BASED DIESEL (D4) (DATA CODE: PA0010070) CONVERTED INTO US DOLLARS PER RIN

6. **PRICING:**

IT WILL BE DEFINED RELATION TO THE NOR TENDER AT THE FIRST PERUVIAN PORT.

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

PRICING DATES WILL BE DETERMINED UPON THE AVERAGE OF THE MEAN POSTINGS AS PUBLISHED BY ARGUS + CONVERTED INTO US DOLLARS IN EFFECT ON THE DAY OF NOR, TWO PUBLICATIONS IMMEDIATELY BEFORE THE NOR AND TWO PUBLICATIONS IMMEDIATELY AFTER NOR (2-1-2).

IN THE EVENT THE NOR DAY FALLS ON A DAY WHEN ARGUS IS NOT PUBLISHED, THEN FOR PRICING PURPOSES ONLY, THE PRICE WILL BE CALCULATED UTILIZING THE THREE EFFECTIVE PUBLISHED PRICE QUOTATIONS IMMEDIATELY BEFORE THE NOR DATE AND TWO EFFECTIVE PUBLISHED PRICE QUOTATIONS IMMEDIATELY AFTER NOR DATE (3-0-2). IN ALL CASES, FIVE SEPARATE AND CONSECUTIVE QUOTATIONS SHALL BE USED.

7. **PAYMENT TERMS:**

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

OPTION "A"

IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT **30, 60, 90, 120, 150 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 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, 11. ITAU BBA S.A.

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 EXPLICITELY DECLARE THE OPTION OF PAYMENT EITHER BY LETTER OF CREDIT OR OPEN LINE. **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.**

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

IMPORTANT NOTE: THE BIDDER COULD OFFER A DIFFERENTIAL FOR EACH PERIOD OF PAYMENT AT 30, 60, 90, 120, 150 AND 180 DAYS (FORMAT IN ITEM 15). IT IS NOT MANDATORY TO QUOTE ALL PAYMENT PERIODS.

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 [...] % PER YEAR FROM INITIAL DATE [...] (TO COUNT AS DAY ZERO (0) UNTIL THE DAY PAYMENT IS RECEIVED INTO SELLER'S ACCOUNT (MATURITY DATE), CALCULATED ON THE BASIS OF A 360 DAYS PER YEAR, PRO RATA TEMPORIS, ON THE CARGO VALUE [USD ...].

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

8. DOCUMENTATION REQUIREMENTS:

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

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

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.
- THE B/L, PROVISIONAL COMMERCIAL INVOICE OR E-COMMERCIAL INVOICE, CERTIFICATE OF QUALITY, CERTIFICATE OF ORIGIN AND OTHERS MUST BE SEND TO PETROPERU FIVE (05) WORKING DAYS BEFORE THE VESSEL ARRIVAL TO THE FIRST PORT.
- THE FINAL COMMERCIAL INVOICE MUST BE SUBMITTED ONCE THE PRICE OF THE CARGO IS ESTABLISHED.



9. **QUALITY:****DIESEL B5-S50**

PROPERTIES	MIN.	MAX.	ASTM METHOD	OTHERS
APPEARANCE	CLEAR, BRIGHT, FREE OF WATER AND SUSPENDED PARTICLES		D4176	Visual
COLOR ASTM		1.5	D-1500, D-6045	
VOLATILITY	REPORT			
API GRAVITY AT 60°F	REPORT		D-1298, D-4052	
DISTILLATION AT 760 mmHg, CD	REPORT		D-86	ISO 3405
INITIAL BOILING POINT, °C	REPORT			
5%V REC.	REPORT			
10%V REC.	REPORT			
20%V REC.	REPORT			
50%V REC.	REPORT			
90%V REC.	282	360		
95%V REC.	REPORT			
FINAL BOILING POINT, °C	REPORT			
FLASH POINT, CD	52 (1)		D-93, D-3828, D-7094	ISO 2719
FLUIDITY	REPORT			
KINEMATIC VISCOSITY, 40°C, CST	2.1 (2)	4.1	D-445	ISO 3104
POUR POINT, CD		+4	D-97, D-5949, D-5950	ISO 3016
CLOUD POINT, CD	REPORT		D-2500, D-5771, D-5772, D-5773	
COMBUSTION	REPORT			
CETANE NUMBER	45		D-613	ISO 5165
CETANE INDEX (3)	40		D-4737, D-976	ISO 4264
COMPOSITION	REPORT			
ASHES, %WT		0.01	D-482	ISO 6245
CARBON RESIDUE, 10% DISTILLATION RESIDUE, % MASS		0.35	D-4530, D-524, D-189	ISO 4262, ISO 6615
AROMATICS, % VOL.	REPORT		D-6591	UNE-EN 12916
CORROSION	REPORT			
COPPER STRIP CORROSION, 3H, 50°C, N°		3	D-130	ISO 2160
SULPHUR, MG/KG		15	D-5453, D-2622, D-7039, D-7220	ISO 14596, ISO 4260
CONTAMINANTS	REPORT			
WATER AND SEDIMENTS, %V		0.05	D-2709	ISO 3734
PARTICULATE CONTAMINATION, MG/L	REPORT		D-7321	
STABILITY TO OXIDATION	REPORT			
OXIDATION STABILITY, MG/100 ML		1.0	D-2274, D-5304	
LUBRICITY	REPORT			
LUBRICITY, HFRR@60 °C, MICRON		520	D6079, D7688	ISO 12156
OPERATIONAL REQUIREMENTS	REPORT			
COLD FILTER PLUGGING POINT (CFPP OR POFF), CD		-8	D-4539, D-6371	UNE EN 116, IP-309
CONDUCTIVITY	REPORT			
CONDUCTIVITY, PS/M	25		D-2624, D-4308	
FAME (4)	REPORT			
CONTENT, % VOL	5	5.5	D-7371	UNE EN 14078

NOTES:

- (1) CONSIDER A MINIMUM OF 60°C FOR DISCHARGES IN CALLAO
- (2) CONSIDER A MINIMUM OF 2.4 cSt FOR DISCHARGES IN MOLLENDO
- (3) USE ASTM METHOD D976, FOR CETANE NUMBERS BETWEEN 56.5 TO 60.0
- (4) THE QUALITY OF THE BIODIESEL USED FOR BLENDING FOR OBTAIN THE DIESEL B5-S50, MUST TO COMPLY THE FOLLOWING QUALITY

- THE NOMENCLATURE IN THE COA FOR THE BIODIESEL B100 COULD BE ESTABLISHED AS B99 FAME/SME.
- IF THE SELLER SHOWS THE BIODIESEL B100 AS B99 FAME/SME. THEY MUST REPORT FAME CONTENT IN COA AND COMPLY STRICTLY COLD PROPERTIES AS PER OUR CONTRACT SPECIALY CFPP

- THE METHOD TO DETERMINATE THE FAME CONTENT TO BE REPORTED IN COA OF B99 FAME/SME MUST BE EN 14103.

(4) THE QUALITY OF THE BIODIESEL USED FOR BLENDING FOR OBTAIN THE DIESEL B5-S50, MUST TO COMPLY THE FOLLOWING QUALITY

BIODIESEL B100

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			D-1160	
EQUIVALENT TEMP. 90% RECOVERED, °C (B)		360		
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-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
CORROSION				
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.

GENERAL CONDITIONS FOR THE CARGOES:

- THE QUALITY OF THE PRODUCT (DIESEL B5-S50) MUST BE DETERMINATE ON BOARD OF VESSEL TANK AFTER COMPLETE LOAD THE TWO PRODUCTS (ULSD AND B100 OR THE BLENDING).



- THE QUALITY OF THE PRODUCT (DIESEL B5-S50) MUST BE DETERMINATE BY A COMPOSITE VESSEL'S TANKS SAMPLE.
- FOR GUARANTEE THE BIODIESEL B100 CONTENT IN THE BLENDING (AT SELLER COST), WILL BE TAKE A SAMPLE OF EACH VESSE'L TANKS AND ANALYSE THE CONTENT OF FAME.
- SELLER MUST ENSURE ALL VESSEL'S TANKS COMPLY ALL SPECIFICATIONS AND MUST COMPLY ALL SPECIFICATION.
- COMPOSITE VESSEL'S TANKS SAMPLES AND EACH VESSEL TANKS MUST COMPLY THE SPECIFICATION.
- THE HAND BLEND FOR THE SAMPLE IS NOT ALLOWED.
- THE SELLER MUST SEND THE QUALITY CERTIFICATE OF BIODIESEL B100 USED FOR THE CARGO AS WELL AS THE SENDING OF AN SWORN DECLARATION INDICATING THAT THE BIODIESEL B100 ON BOARD THE VESSEL COMPLIES WITH THE SPECIFICATIONS INDICATED UN THE QUALITY CERTIFICATE.
- PETROPERU RESERVES THE RIGHT TO REFUSE THE CARGO IF THE QUALITY ON COMPOSITE VESSEL'S TANKS OR EACH VESSEL TANK ARRIVES AT PERUVIAN PORTS OUT SPECIFICATION.

10. MEASUREMENT / INSPECTION

THE SUPPLIER MUST SEND PETROPERU S.A. 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 S.A. WILL BE VERIFIED THE MAIN SPECIFICATIONS AND WHAT PETROPERU S.A. 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.

INVOICE 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 LOAD AND DISCHARGE PORT(S) SHOULD BE SHARED BETWEEN PETROPERÚ'S ACCOUNT AND SELLER (50 % EACH).
- PETROPERU S.A. WILL CONSIDER ADDITIONAL TESTS TO ENSURE THE QUALITY IF ITS CONVENIENT.

11. PORT RESTRICTIONS:

PORT	DRAFT (m)	LOA (m)	MAXIMUM DISPLACEMENT	DWT
Callao (Pier N° 07 -A)	10.67	228.55	-----	30,000
Callao (Pier N° 07 - B)	10.67	228.55	-----	30,000
Conchán (Submarine Line)	13.41	228.55	-----	69,989
Eten	10.97	213.32	-----	35,000
Mollendo	13.90	213.32	-----	60,000
Salaverry	7.62	182.84	-----	25,000
Talara (Liquid cargo dock)	10.67	193.00	45,000 MT	-----
Talara (Submarine Line)	10.36	228.55	65,000 MT	-----

12. LAYTIME: 36 + 6 HRS.

13. VESSEL NOMINATION AND DISCHARGE/LOADING PROCEDURES:

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



14. DEMURRAGE:

AS PER ITEM 06.5 OF PETROPERU'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 S.A. DEMURRAGE, DEVIATION CLAIM. VESSEL NAME/ B/L DATE/ LOADPORT AND/OR DISPORT.

Email
demurrage1@petroperu.com.pe

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

- 15. COVID-19:** SELLERS ARE RESPONSIBLE FOR THE GOOD HEALTH CONDITION OF THE OFFICERS, CREW OF THEIR VESSELS. ALSO, SELLERS ARE RESPONSIBLE FOR TAKING THE MEASURES NEEDED TO PREVENT THE CORONAVIRUS'S PROPAGATION THRU THEIR OWN OR CHARTERED VESSELS. SO, ANY DELAY, COSTS, OR EXPENSES CAUSED OR INCURRED CONCERNING CORONAVIRUS, OR SUSPECTED CORONAVIRUS, ONBOARD THE VESSEL SHALL BE FOR THE OWNER'S / SELLERS ACCOUNT, WITH EXCEPTION TO A LOCAL PORT/FACILITIES CLOSURE BY THE PERUVIAN HEALTH AUTHORITY.

- 16. PRODUCT OFFERS: TO BE RECEIVED IN OUR PETROPERU'S TENDER WEBSITE AND/OR PETROPERU'S EMAIL: TENDERSPETROPERU@PETROPERU.COM.PE BETWEEN 10:00 (NOT EARLIER) AND 11:00 HRS. ON JANUARY 19TH, 2022 WITH VALIDITY UNTIL 18:00 HRS ON JANUARY 20TH, 2022 (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:

Cargo	PORTS	DIFFERENTIAL (D) - PAYMENT 30 DAYS AFTER NOR (US\$/BBL)
		95% (ULSD-RVO)+5%(HO NYMEX+1.5 x D4)+FREIGHT/310 KB+D
1	LIGHTERING OPERATION IN CALLAO BAY/ETEN/SALAVERRY	
	CONCHAN/ETEN/SALAVERRY	

BIDDER MUST INDICATE THE COST FOR EACH ADDITIONAL 30 DAYS OF PAYMENT AFTER NOR DATE (US\$/BBL)

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

COST FOR SECOND ENTRY IN PERUVIAN PORT

US\$/BBL

- 17. 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).
- 18. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:** AS PER APPENDIX N° 01
- 19. INTEGRITY SYSTEM CLAUSE:** AS PER APPENDIX N° 02
- 20. POLICIES:**
- INTEGRATED MANAGEMENT POLICY OF QUALITY, ENVIRONMENT, SAFETY AND HEALTH AT WORK:



https://www.petroperu.com.pe/Storage/tbl_documentos_varios/flid_1160_Documento_file/454-c3Ac6Fa0Xa1Ap1N.pdf

- POLICY FOR PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, FELONIES OF CORRUPTION AND ANTI-BRIBERY MANAGEMENT:

https://www.petroperu.com.pe/Storage/tbl_documentos_varios/flid_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf

21. **OTHER TERMS AND CONDITIONS:** AS PER PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).
22. **IMPORTANT NOTES:**
- 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 S.A. 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 S.A. AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND OR EXCLUDE THE WINNER FROM OUR TENDER LIST.
 - PETROPERU S.A. REQUIRES THAT THE WINNER OF THIS TENDER PERFORM ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY, OTHERWISE PETROPERU S.A. 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 S.A. AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS, INCLUDING SENDING THE DOCUMENTATIONS AS PER PERUVIAN AND ANDEAN PACT REGULATIONS.
 - IF THE WINNER FAILS TO COMPLY WITH THE THREE DAY LAYCAN, AS PER ITEM 2, PETROPERU S.A. RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU S.A. MAY APPLY ITEM 22.A OF THIS INVITATION.
23. PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARDING THIS TENDER. PETROPERU S.A. ALSO HAS THE RIGHT TO AWARD THE CARGOES TO DIFFERENT BIDDERS OR TO AWARD THE CARGOES TO ONLY ONE BIDDER. FURTHERMORE, PETROPERU S.A. RESERVES THE RIGHT TO AWARD OR NOT AWARD THIS TENDER. PETROPERU S.A. RESERVES THE RIGHT TO AWARD NONE OR UP TO ONE CARGO UNDER THIS TENDER.

YOUR OFFER WILL BE HIGHLY APPRECIATED.

BEST REGARDS,

RAMÓN PINEDO RAMÍREZ
HEAD OF TRADING
PETROPERU S.A.

APPENDIX No. 1

Prevention of Money Laundering and Financing of Terrorism, Corruption and Bribery felonies:

By virtue of this clause, the Contractor declares to have received and read the Policy for the Prevention of Money Laundering and Financing of Terrorism, Felonies of Corruption and Anti-Bribery Management of PETROPERÚ attached to this contract; stating that they understand it and agree to comply with it, together with their partners or associates, directors, members of the administrative bodies, legal representatives, attorneys-in-fact, and any natural or legal person acting for their account or benefit, and on their behalf; with emphasis on the following aspects:

1. *Use resources in the execution of this contract and all payments or any other transfer of resources, including real guarantees, made in favor of PETROPERÚ S.A., which come from legal funds.*
2. *Not incur in felonies of Money Laundering, Terrorism Financing, or Corruption under the forms of: Generic, Specific or Transnational Active Bribery, influence peddling, Simple or Aggravated Collusion, among other felonies that the law establishes, such as Law No. 30424 and its amending regulations, in relation to the celebration and execution of this contract.*
3. *Not to make, offer, authorize, request, or accept any undue or illegal payment or, in general, any undue or illegal benefit or bribery, in relation to the celebration and execution of this contract.*
4. *That neither it, nor its partners or associates (with ownership of 10% or more of shares or participation), directors and managers: a) Have a sentence, by final judgment, for the crime of Money Laundering, Terrorism Financing, Precedent felonies such as Drug Trafficking, Tax or Customs Felonies, Illegal Mining, Corruption or others that generate illegal profits; Generic, Specific and Transnational Active Bribery, Influence Peddling, Simple and Aggravated Collusion or Bribery; at the national or international level; b) They are included in the OFAC List (Office of Foreign Assets Control of the Treasury Department of the United States of America), List of Terrorists of the United Nations Security Council, List related to the Financing of the Proliferation of Arms of Mass Destruction issued by the United Nations Security Council.*
5. *Prevent bribery, adopting appropriate technical, organizational or personnel measures to avoid improper acts or practices or illegal conducts; in the matter on which this contract deals.*
6. *Make available to PETROPERÚ S.A. truthful and complete information, and in case it suffers variations, present the updated information within a period of fifteen (15) business days. PETROPERÚ S.A. can request the information they consider pertinent in compliance with the legislation on money laundering and financing of terrorism.*
7. *Notify PETROPERÚ S.A. and the competent authorities, in a direct and timely manner, any improper act or practice or illegal conduct of which it becomes aware in relation to the celebration and execution of this contract.*

PETROPERÚ S.A. can terminate this Contract at any time by right, by written notification to the Contractor if, supported by evidence, it considers that the Contractor has breached any of the commitments mentioned in this clause, placing PETROPERÚ S.A. in the face of a legal, patrimonial or reputational risk or that may generate administrative, civil, criminal sanctions; without prejudice to the fact that PETROPERÚ S.A. provide information to the competent authorities and initiate the pertinent legal actions, including the compensation that may be applicable".



APPENDIX No. 2

INTEGRITY SYSTEM CLAUSE

The purpose of the Integrity System is to manage ethics and integrity in PETROPERÚ, assuming a commitment to the system's norms, as well as to strengthen the ethical culture based on the zero-tolerance policy against fraud, corruption and any irregular act, thus providing the guidelines to follow to develop preventive actions and detect irregular acts.

In this sense, the CONTRACTOR / CLIENT undertakes to comply with the provisions of:

i) the PETROPERÚ Integrity Code; ii) the Corporate Anti-Fraud and Anti-Corruption Policy of PETROPERÚ S.A. and, iii) the guidelines of the Integrity System, in what is applicable to the obligations in charge.

The PETROPERÚ Integrity Code, the Corporate Anti-Fraud and Anti-Corruption Policy, as well as the Integrity System Guidelines are published on the PETROPERÚ portal, at the following link: <https://www.petroperu.com.pe/buen-gobierno-corporativo/nuestro-sistema-de-integridad/>

