



GDCH-JCEH-0008-2022  
TENDER- 006-2022  
JANUARY 19<sup>TH</sup>, 2022

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

1. **PRODUCTS:** NAPHTHA + CRACKED NAPHTHA + ULSD

QUALITY AS PER ITEM 9.

2. **TYPE OF SALE:** PETROPERU S.A. WILL EVALUATE DAP OFFERS.

3. **QUANTITY, DISPORTS/LOADING PORTS AND DELIVERY/LOADING DATES:**

PETROPERU S.A. INTENDS TO PURCHASE **ONE OF THE FOLLOWING ALTERNATIVES:**

✓ **ALTERNATIVE A: DAP PURCHASE:**

**75,000 BBLs (+/-5%) OF NAPHTHA + 120,000 BBLs (+/-5%) OF CRACKED NAPHTHA + 75,000 BBLs (+/-5%) OF ULSD + EACH DURING APRIL – JUNE 2022.**

CARGO	DELIVERY WINDOW	PRODUCT	RON	VOLUME (BBL)	PORT
1°	APRIL 03 <sup>RD</sup> / 08 <sup>TH</sup> , 2022	NAPHTHA		25 KB (+/-5%)	IQUITOS REFINERY (PERU)
		CRACKED NAPHTHA	92	40 KB (+/-5%)	
		ULSD		25 KB (+/-5%)	
2°	APRIL 15 <sup>TH</sup> / MAY 14 <sup>TH</sup> , 2022 (*)	NAPHTHA		25 KB (+/-5%)	
		CRACKED NAPHTHA	92	40 KB (+/-5%)	
		ULSD		25 KB (+/-5%)	
3°	MAY 10 <sup>TH</sup> / JUNE 08 <sup>TH</sup> , 2022 (*)	NAPHTHA		25 KB (+/-5%)	
		CRACKED NAPHTHA	92	40 KB (+/-5%)	
		ULSD		25 KB (+/-5%)	

**NOTE:**

(\*) PETROPERU S.A. WILL NOTIFY AT LEAST FIFTY (50) CALENDAR DAYS PRIOR TO THE FIRST DELIVERY WINDOW DAY THE CORRESPONDING 15-DAY DELIVERY WINDOW, WHICH IT WILL BE NARROWED TO A 5-DAY DELIVERY WINDOW BY PETROPERU S.A. AT LEAST WITH THIRTY (30) DAYS PRIOR TO THE FIRST DELIVERY WINDOW DAY.

✓ **ALTERNATIVE B: DAP PURCHASE (LIGHTERING OPERATION IN ITACOATIARA – BRAZIL) IN ONE COMBI CARGO:**

**75,000 BBLs (+/-5%) OF NAPHTHA + 120,000 BBLs (+/-5%) OF CRACKED NAPHTHA + 75,000 BBLs (+/-5%) OF ULSD + EACH DURING MARCH 04<sup>TH</sup> / 09<sup>TH</sup>, 2022**

4. **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. 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 ITEM 5: 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.

5. **COUNTRY OF ORIGIN:**

BIDDER MUST DECLARE THE INTENDED ORIGIN AND LOAD PORT FOR THE CARGO OF NAPHTHA AND CRACKED NAPHTHA OFFERED. BIDDER MUST BE AWARE THAT SINCE JANUARY 01, 2006 CUSTOM TAXES FOR CRUDE OIL AND PETROLEUM PRODUCTS WILL BE ZERO WITHOUT CONSIDERING COUNTRY OF ORIGIN.

IF THESE PRODUCTS ARE PRODUCED AND LOADED IN ANY COUNTRY BELONGING TO THE "COMUNIDAD ANDINA DE NACIONES" OR CHILE, BIDDER MUST INDICATE AND GUARANTEE IT. FURTHERMORE, BIDDER MUST DECLARE THE INTENDED ORIGIN AND LOAD PORT. IF THIS ISN'T PROPERLY SPECIFIED THE OFFER WOULD BE CONSIDERED OUT OF "COMUNIDAD ANDINA DE NACIONES" FOR EVALUATION PURPOSES.

6. **PRICE: NAPHTHA, CRACKED NAPHTHA AND ULSD.**

BIDDER MUST CLEARLY INDICATE THE PRICE FOR EACH ALTERNATIVE IN ITS OFFER.

✓ **NAPHTHA PRICE FORMULA:**

PRICE	=	ARGUS MEAN GASOLINE 87 CONV COLONIAL M PIPELINE LOWEST RVP NOT 7.8 OR 7.0 (DATA CODE: PA0013296) CONVERTED INTO US DOLLARS	+/-	A FIXED AMOUNT OF US DOLLARS PER BARREL
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✓ **CRACKED NAPHTHA PRICE FORMULA:**

PRICE	=	ARGUS MEAN GASOLINE 87 CONV COLONIAL M PIPELINE LOWEST RVP NOT 7.8 OR 7.0 (DATA CODE: PA0013296) CONVERTED INTO US DOLLARS	-	ARGUS RENEWABLE VOLUME OBLIGATION (RVO) (PA CODE: PA0012358) CONVERTED INTO US DOLLARS	+/-	A FIXED AMOUNT OF US DOLLARS PER BARREL
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✓ **ULSD PRICE FORMULA:**

PRICE	=	ARGUS MEAN DIESEL 62 (ULSD) COLONIAL PIPELINE PROMPT CYCLE (PA CODE: PA0011936) CONVERTED INTO US DOLLARS	-	ARGUS RENEWABLE VOLUME OBLIGATION (RVO) (PA CODE: PA0012358) CONVERTED INTO US DOLLARS	+/-	A FIXED AMOUNT OF US DOLLARS PER BARREL
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➤ **PRICING PERIOD: FOR DAP**

PRICING DATES WILL BE DETERMINED UPON THE MONTHLY AVERAGE AS PUBLISHED BY ARGUS + CONVERTED INTO US DOLLARS. PETROPERU WILL CONSIDER FOR PRICING THE AVERAGE FROM **APRIL 01<sup>ST</sup> TO APRIL 30<sup>TH</sup>, 2022.**

7. **PAYMENT TERMS:**

✓ **ALTERNATIVES DAP**

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 S.A. 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 PETROPERU S.A. 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 PETROPERU S.A.

IN ANY CASE, THE BENEFICIARY MAY HAVE THE OPTION, AT ITS COST, TO REQUEST PETROPERU S.A. THAT THE CONFIRMED LETTER OF CREDIT BE ADDITIONALLY ADVISED BY A PARTICULAR BANK.

PETROPERU S.A. WORKS WITH THE FOLLOWING BANKS: DEUTSCHE BANK, SUMITOMO BANKING, BLADEX, BNP PARIBAS, NATIXIS, ITAU BBA SA, JP MORGAN CHASE, CAF, CITIBANK, 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 **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 BIDDER MUST EXPLICITELY DECLARE THE OPTION OF PAYMENT EITHER BY LETTER OF CREDIT OR OPEN LINE.

**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
- 3/3 BILLS OF LADING
- CARGO MANIFEST
- CERTIFICATE OF ORIGIN
- NOTICE OF READINESS (NOR).

#### IMPORTANT NOTE

- 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 DEEMED 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.

9. **QUALITY: CRACKED NAPHTHA:** COMPOSITE BARGE/VESSEL'S TANK SAMPLE MUST COMPLY WITH ALL OF THE FOLLOWING SPECIFICATIONS:

Petróleos del Perú - PETROPERÚ S.A.


**ESPECIFICACIONES TÉCNICAS PETROPERÚ**

CLASE DE INSUMO:		NAFTA 92 RON - S40		Fecha efectiva:		Enero 2022	
USO DE INSUMO:		FORMULACIÓN DE GASOLINAS		Reemplaza edición de:		Enero 2019	
ENSAYOS	E SPECIFICACIONES		MÉTODO				
	MIN.	MAX.	ASTM		OTROS		
<b>APARIENCIA</b>							
Color	Ligeramente amarillo (a)				Visual		
<b>VOLATILIDAD</b>							
Gravedad API a 60°F	Reportar		D-1298, D-4052				
Destilación, a 760 mm Hg, °C			D-86, D-7096		ISO-3405		
Punto inicial de ebullición	Reportar						
5 %V recuperado							
10 %V recuperado			65				
20 %V recuperado							
50 %V recuperado	77	118					
90 %V recuperado			190				
95 %V recuperado							
Punto final de ebullición			225				
Recuperado, %V	Reportar						
Residuo, %V			2.0				
Pérdida, %V	Reportar						
Relación vapor/líquido = 20, °C	56		D-5188, D-4814				
Presión de vapor, psi (KPa)			10 (69)		D-323, D-4953, D-5191, D-6378		ISO 3007, UNE EN 13016-1
<b>CORROSIVIDAD</b>							
Corrosión lámina de cobre, 3h, 50°C, N°			1		D-130		ISO 2160
Azufre total, mg/Kg			40		D-2622, D-3120, D-5453, D-6920, D-7039, D-7220		ISO-13032, ISO 20846, ISO 20854, ISO 8754
<b>ANTIDETONANCIA</b>							
Número de octano Research	92.0				D-2699		ISO 5164
<b>ESTABILIDAD A LA OXIDACIÓN</b>							
Periodo de inducción, minutos	240				D-625		ISO 7536, UNE 51203
<b>COMPOSICIÓN</b>							
Aromáticos, % Vol.	40		D-1319, D-5580, D-6839		ISO 22854, UNE EN 15553		
Olefinas, % Vol.	25		D-1319, D-6839		ISO 22854, UNE EN 15553		
Benceno, % Vol.	2		D-3806, D-5580, D-6839		ISO 22854, UNE EN 238, UNE EN 12177		
Oxígeno, % Masa	No permitido (b)		D-4814, D-4815, D5599, D-5845		ISO 22854, UNE EN 13132		
<b>CONTAMINANTES</b>							
Gomas lavadas, mg/100mL	5.0		D-381		ISO 6246		
Plomo, g/L	0.013		D-3237, D-5059		UNE EN 237, UNE EN 13723		
Manganeso, mg/L (b)	0.25		D-3831		UNE EN 16136		
Anilina	No permitido (b)				Reportar		

**OBSERVACIONES:**

(a) No debe contener colorante, corresponde al color natural de la gasolina.

(b) No debe incluir ningún tipo de compuesto o aditivo oxigenado, ni alcohol ni MTBE. No debe incluir aditivos a base de manganeso, el límite máximo indicado está referido al límite de detección del método de ensayo. Asimismo, no debe incluir anilina.

	Firmado digitalmente por: VERA GARGUREVICH Oscar Electro PETROLEOS DEL PERU PETROPERU SA PE Lima-Lima Motivo: Aprobado Fecha: 19/01/2022 17:49:24-0900	<b>COMITÉ CENTRAL DE CALIDAD DE PRODUCTOS</b> APROBADO EN REUNIÓN DEL <b>11 ENE. 2022</b> ..... PRESIDENTE Oscar Vera Gargurevich Ficha 54138	Pág. 1 de 1
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**NAPHTHA:** COMPOSITE BARGE/VESSEL'S TANK SAMPLE MUST COMPLY WITH ALL OF THE FOLLOWING SPECIFICATIONS:

Petróleos del Perú - PETROPERÚ S.A.

ESPECIFICACIONES TÉCNICAS PETROPERÚ

CLASE DE INSUMO:		Fecha efectiva:		
NAFTA LIVIANA - COMPRA LOCAL O INTERNACIONAL		Enero 2022		
USO DE INSUMO:		Reemplaza edición de:		
FORMULACIÓN DE GASOLINAS		Enero 2020		
ENSAYOS	ESPECIFICACIONES		MÉTODO	
	MIN.	MAX.	ASTM	OTROS
<b>APARIENCIA</b>				
Color comercial	Transparente			Visual
	(a)			Visual
<b>VOLATILIDAD</b>				
Gravedad API a 60°F	Reportar		D-1298, D-4052	
Destilación, a 760 mm Hg, °C			D-86	ISO-3405
Punto inicial de ebullición	Reportar			
5 %V recuperado	Reportar			
10 %V recuperado	65			
20 %V recuperado	Reportar			
50 %V recuperado	77	118		
90 %V recuperado				
95 %V recuperado	Reportar			
Punto final de ebullición	Reportar			
Recuperado, %V	Reportar			
Residuo, %V	2.0			
Pérdida, %V	Reportar			
Presión de vapor, psi (kPa)	10 (69)		D-323, D-4963, D-5191, D-5378	ISO 3007, UNE EN 13016-1
<b>CORROSIVIDAD</b>				
Corrosión lámina de cobre, 3h, 50°C, N <sup>o</sup>	1		D-130	ISO 2160
Azufre total, mg/Kg	50		D-2622, D-3120, D-5453, D-6920, D-7039, D-7220	ISO-13032, ISO 20846, ISO 20854, ISO 8754
<b>ANTIDETONANCIA</b>				
Número de octano Research	40		D-2699	ISO 5164
<b>COMPOSICIÓN</b>				
Aromáticos, % Vol.	Reportar		D-1319, D-5580, D-6839	ISO 22854, UNE EN 15553
Olefinas, % Vol.	Reportar		D-1319, D-6839	ISO 22854, UNE EN 15553
Benceno, % Vol	Reportar		D-3606, D-5580, D-6839	ISO 22854, UNE EN 236, UNE EN 12177
Oxígeno, % Masa	No permitido (b)		D-4814, D-4815, D-6599, D-5845	ISO 22854, UNE EN 13132
<b>ESTABILIDAD A LA OXIDACIÓN</b>				
Periodo de inducción, minutos	240		D-525	ISO 7536
<b>CONTAMINANTES</b>				
Gomas lavadas, mg/100mL	5.0		D-381	ISO 6246
Piomo, g/L	0.013		D-3237, D-5059	UNE EN 237, UNE EN 13723
Manganeso, mg/L (b)	0.25		D-3631	UNE EN 16136
Anilina	No permitido (b)			Reportar
<b>OBSERVACIONES:</b>				
(a) No debe contener colorante.				
(b) No debe incluir ningún tipo de compuesto o aditivo oxigenado. No debe incluir aditivos a base de manganeso, el límite máximo indicado está referido al límite de detección del método de ensayo. Asimismo, no debe incluir anilina.				
		Firmado digitalmente por: VERA GARGUREVICH Oscar Efecto PETROPERÚ DEL PERÚ PETROPERÚ S.A. PE Lima-Lima Método: Aprobado Fecha: 19/01/2022 17:50:01-0500		
		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>COMITE CENTRAL DE CALIDAD DE PRODUCTOS</b>            APROBADO EN REUNION DEL  <b>11 ENE. 2022</b>            .....            PRESIDENTE            Oscar Vera Gargurevich            Fiche 54136         </div>		
		Pág. 1 de 1		

**ULSD: KINEMATIC VISCOSITY AT 40 CD, MIN CST: 2.1 /FLASH POINT °C 52**

PROPERTIES	MIN	MAX	ASTM METHOD
<b>APPEARANCE</b>	CLEAR, BRIGHT, FREE OF WATER AND SUSPENDED PARTICLES		D4176
COLOR ASTM	-	1.5	D1500, D6045
<b>VOLATILITY</b>			
API GRAVITY 60°F	REPORT		D1298, D4052
DISTILLATION At 760 mmHg ° C	-		D86
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, °C	52 (1)	-	D93, D3828, D7094
<b>FLUIDITY</b>			
KINEMATIC VISCOSITY AT 40 CD, cSt.	2.1 (2)	4.1	D445
POUR POINT, °C	-	+4	D97, D5949, D5950
CLOUD POINT, °C	REPORT		D2500, D5771, D5772, D5773
<b>COMBUSTION</b>			
CETANE NUMBER	45	-	D613
CETANE INDEX (3)	40	-	D4737, D976
<b>COMPOSITION</b>			
ASHES, %MASS	-	0.01	D482
CARBON RESIDUE, 10% DISTILLATION RESIDUE, % MASS	-	0.35	D4530, D189, D524
AROMATICS, % Vol.	REPORT		D6591, UNE-EN-12916
<b>CORROSIVITY</b>			
COPPER CORROSION, STRIP (3HRS.AT 50 °C)	-	3	D130
SULPHUR, mg/Kg	-	15	D5453, D2622, D7039, D7220
<b>CONTAMINANTS</b>			
BSW %V	-	0.05	D2709
PARTICULATE CONTAMINATION, mg/L	REPORT		D6217
<b>OXIDATION STABILITY</b>			
OXIDATION STABILITY, mg/100 ml	-	1.0	D2274, D5304, D6468, D7545
<b>LUBRICITY</b>			
LUBRICITY, HFRR@60 CD, micron	-	520	D6079, D7688
<b>OPERABILITY REQUIREMENTS</b>			
COLD FILTER PLUGGING POINT (CFPP), °C	-	-8	D4539, D6371
<b>CONDUCTIVITY</b>			
CONDUCTIVITY, pS/m	25	-	D2624, D4308

**NOTE:**

- (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



**GENERAL CONDITIONS FOR THE CARGO:**

ALL TESTS ARE REQUIRED TO ENSURE THE QUALITY SPECIFIED, MUST BE DONE BY SELLER'S ACCOUNT.

FOR SPECIAL OPERATIVE CASES (LOADING FROM ACTIVE SHORE TANKS AND LOADING FROM SHIP (SHIP TO SHIP – STS) / BARGE (BARGE TO SHIP)), THE QUALITY OF THE PRODUCT MUST BE DETERMINED BY A REPRESENTATIVE COMPOSITE RECEIVING VESSEL'S TANKS SAMPLE.

SELLER MUST ENSURE ALL VESSEL'S TANKS COMPLY ALL SPECIFICATIONS SHOWED IN ITEM 9 OF THIS TENDER INVITATION. PETROPERU S.A. RESERVES THE RIGHT TO REFUSE THE CARGO IF ONE OF VESSEL'S TANKS ARRIVE AT PERUVIAN PORTS OUT SPECIFICATION.

**10. MEASUREMENT / INSPECTION**

THE SUPPLIER MUST SEND PETROPERU S.A. THE QUALITY OF THE PRODUCT FIVE (05) DAYS BEFORE DE DISCHARGE OF THE PRODUCT (ALL SPECIFICATIONS DETAIL IN ITEM 10), THE QUALITY WILL BE DETERMINED BY THE INDEPENDENT INSPECTOR OF RECORD, THIS COST IS ASSUME BY SELLER.

FOR THE DISCHARGE OF THE CARGO, 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

ALSO THE QUALITY SHALL BE MEASURED ON VESSEL COMPOSITE SAMPLE AT DISCHARGE 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 ANY AND ALL DIRECT COSTS ACTUALLY AND REASONABLY INCURRED BY SUCH BREACH.

QUANTITY SHALL BE BASED ON VESSEL FIGURES AT DISCHARGE PORT WITH VEF APPLIED, AS CERTIFIED BY THE INDEPENDENT INSPECTOR OF RECORD. IN CASE OF DAP IQUITOS, QUANTITY SHALL BE BASED ON FIGURES RECEIVED AT SHORE TANKS AS CERTIFIED BY THE INDEPENDENT INSPECTOR OF RECORD.

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

**11. 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.**

**12. PORT RESTRICTIONS:**

PORT	DRAFT (MTS)	LOA (MTS)	DWT
IQUITOS REFINERY	9.0	118.0	6,360 MT

**13. 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 DEMURRAGE, DEVIATION CLAIM. VESSEL NAME/ B/L DATE/ LOADPORT AND/OR DISPORT.

<b>Email</b>
<a href="mailto:demurrage1@petroperu.com.pe">demurrage1@petroperu.com.pe</a>

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







20. **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).
21. **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 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.
  - B. 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.
  - C. IF THE WINNER FAILS TO COMPLY WITH THE THREE DAY LAYCAN, AS PER ITEM 3, PETROPERU S.A. RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU S.A. WILL APPLY ITEM 21A OF THIS INVITATION.
22. THE CONTRACT FOR THIS TENDER WILL BE INTEGRATED BY THIS INVITATION, YOUR OFFER, OUR AWARD AND PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF APRIL 2017). IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT.
23. PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARDED THIS TENDER. PETROPERU S.A. ALSO HAS THE RIGHT TO AWARD THE CARGOES TO DIFFERENT BIDDERS OR TO AWARD THE FIVE 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, ONE, TWO OR THREE CARGOES 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/>