



GDCH-JCEH-0014-2022
TENDER-010-2022
JANUARY 27TH, 2022

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

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.

IMPORTANT NOTE:

- **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.**

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

PETROPERU INTENDS TO PURCHASE ONE CARGO OF BIODIESEL B100 (PETROPERU'S OPTION). THIS CARGO TO BE DELIVERED DAP (INCOTERMS 2010) + PERUVIAN PORTS – DURING APRIL 2022.

N° CARGO	VOLUME	DELIVERY WINDOW (*)	DELIVERY PORTS (**)
1°	100 KB -5%/+0%	APRIL 2022	CONCHAN/TALARA OR TALARA/CONCHAN

IMPORTANT NOTES:

(*) PETROPERU WILL NOTIFY AT LEAST FORTY (40) CALENDAR DAYS PRIOR TO THE FIRST LAYCAN DAY THE CORRESPONDING 7-DAY DELIVERY WINDOW, WHICH IT 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 FORTY (40) DAYS BEFORE THE FIRST DAY OF THE CORRESPONDING 7-DAY DELIVERY WINDOW.

THIS CARGO WILL NOT BE EXCLUSIVELY FOR PETROPERU S.A. THIS MEANS THAT WINNER COULD 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 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, **IE: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° 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 THE CARGO.

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, 2022 – CONSIDER THE AVERAGE OF THE SECOND HALF OF FEBRUARY 2022.
- DELIVERY WINDOW: MARCH 28TH/ APRIL 01ST, 2022 – CONSIDER THE AVERAGE OF THE FIRST HALF OF APRIL 2022.

IMPORTANT NOTES:

- 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\$/B)	=	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 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 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. 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

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

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

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

PROPERTIES	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% REC (°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 @ 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, SECONDS	REPORT		D-7501	
COLD FILTER PLUGGING POINT, COLD FLOW, (CFPP)°C	REPORT		D-4539, D-6371	UNE EN-116, IP-309
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 GLYCERIN, % M/M		0.020	D-6584	EN-14105
TOTAL GLYCERIN, % 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 AND 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, Annex E and F EN 14214 Annex C.2
OXIDATION STABILITY				
OXIDATION STABILITY, HOURS	3			EN-15751, EN-14112

NOTES:

(A) ACCORDING TO PERUVIAN TECHNICAL STANDARD NTP 321.125-2019, ASTM D-6751 AND UNE-EN 14214

(B) EQUIVALENT TEMPERATURE TO ATMOSPHERIC DISTILLATION.

(C) THE TEST MUST BE PERFORMED ON 100% OF THE SAMPLE.



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

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 CARGO, 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.

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 DISCHARGE PORT(S) SHOULD BE SHARED BETWEEN PETROPERU'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
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 PETROPERU'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 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.

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 FEBRUARY 02ND, 2022** WITH VALIDITY UNTIL 19:00 HRS ON **FEBRUARY 04TH, 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:

N° CARGO	DELIVERY WINDOW	VOLUME	DIFFERENTIAL DAP CONCHAN/TALARA 30 DAYS AFTER NOR (US\$/BBL)	DIFFERENTIAL DAP TALARA/CONCHAN 30 DAYS AFTER NOR (US\$/BBL)
1°	APRIL 2022	100 KB -5%/+0%		

BIDDER MUST INDICATE THE COST FOR EACH ADDITIONAL 30 DAYS OF PAYMENT AFTER NOR DATE (US\$/BBL) UP TO A MAXIMUM OF 60 OR 90 OR 120 OR 150 OR 180 DAYS.

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

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. **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. **PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:** AS PER APPENDIX N° 01
17. **INTEGRITY SYSTEM CLAUSE:** AS PER APPENDIX N° 02
18. **POLICIES:**
- INTEGRATED MANAGEMENT POLICY OF QUALITY, ENVIRONMENT, SAFETY AND HEALTH AT WORK:
(https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_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/fld_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf)
19. **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).
20. **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 20A OF THIS INVITATION.
21. 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.
22. PETROPERU RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARD 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 RESERVES THE RIGHT TO AWARD OR NOT AWARD THIS TENDER. PETROPERU RESERVES THE RIGHT TO AWARD NONE OR ONE CARGO UNDER THIS TENDER.

YOUR OFFER WILL BE HIGHLY APPRECIATED.

BEST REGARDS,

RAMÓN PINEDO RAMÍREZ
INTERNATIONAL TRADE
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/>